FormEvo®
Legal Forms Evolved



Proposal:

To supply Legal Forms

Document Classification: Private & Confidential

Client:

Client Contact Name:

Client Contact Email Address:

FormEvo:

Date: valid for 30 days

1) **Definitions**: -
   'Legal Form' - a prescribed legal form is a standardised document mandated by statutory procedural rules used to initiate, respond to, or manage formal legal proceedings before the courts or tribunals. It ensures procedural uniformity and regulatory compliance by requiring parties to set out essential facts in an officially designated format. A legal form typically has Copyright of the Commonwealth of Australia.

   Lexon Forms (QLD/NSW) are reproduced with approval from Lexon and in accordance with Software Provider Release Terms. Copyright in the letters, checklists and other materials ('tools') remains with Lexon.

- an 'Electronic Form' is one that is completed in a cloud-environment from any device, at anytime, anywhere. Its output is ultimately paper, that can be wet signed, or a PDF which is eSigned.
- a 'Digital Form' (the format of the future) is one that is completed in a cloud-environment from any device, at anytime, anywhere, its output being an 'eSubmission' typically to a Government agency portal.
- a 'Non-Prescribed Form' is open to interpretation as to how a 'form' should ask questions, gather answers and be presented generally, it on occasion is incorrectly assumed to be 'prescribed'.

Introduction

Thank you for your interest in FormEvo. This Proposal, explains our understanding of your requirements and how the FormEvo Team and Application can help you achieve your goals.

About FormEvo

FormEvo is a SaaS (Software as a Service) solution specialising in legal forms across multiple practice areas and jurisdictions. It is built by an experienced legal forms team, led by Managing Director, Archie Courage. FormEvo partnered with Verlata Consulting in 2025, combining complementary expertise to help firms optimise legal workflow processes.

FormEvo aims to futureproof your legal forms requirements while leveraging the best return on your technological investment. It integrates seamlessly with most case and document management solutions, helping you manage risk, compliance, and efficiency.

Proposal Specifics

Proposal Solution

FormEvo manages risk and compliance while driving efficiency gains through the following core functionality:

- The cloud-based (SaaS) library enables remote and office working, with a minimal I.T. footprint. Subject to permissions, users can collaborate on form drafting, through an easy-to-use Search facility.

- Flexible form templates ensure that you can complete forms efficiently, regardless of the complexity of the case. Templates can be customised with your own content and saved within FormEvo. Your FormEvo Clause Library can be populated with your own content to further expediate form completion.

- Intelligent functionality, which is continuously evolving, saves your staff, time and reduces transposition errors.

- A comprehensive and well used, technical API (a data connecting channel) is available, which allows your Case Management System (CMS) or Document Management System (DMS) to easily integrate with FormEvo. Integration allows you to auto-populate client information and more and then save forms back to the case file.

- FormEvo's unique Australian Privacy Principles (APP's) toolkit allows you to search and view all Personally Identifiable Information (PII) held across your forms.

- EvoVault gives you the capability to securely share a form with your client whilst retaining control of what they can edit. Forms can then either be printed and wet ink signed or sent for eSignature.

- EvoShred tackles archiving and data retention challenges with the anonymising of PII and deletion of supporting documentation after a set period determined by your firm,

- We believe in fair, transparent, and consistent pricing. Therefore, we provide the software on a per Active User per month basis. You can add or reduce licences as required, a flexible price point.

Testimonials that match your firms' profile, to give reassurance

2) Pricing and Payment Schedule

We offer prospective Customers free limited access to our applications for a Trial Period. You can trial the features and functionality of our application using test data, free of charge, for a period of one month. At the end of the Trial Period, you can decide if you would like to use our application on a Monthly Subscription basis, otherwise your engagement with us will come to end.

Rolling Monthly Subscription (with a 3 clear months termination notice)

You can engage with the FormEvo application on rolling monthly basis and add or reduce the number of Active User Licences as required. If you decide to stop using the application, you must provide written notice 3 clear months in advance to end the contract. This termination notice period allows you to complete any draft forms and ensure you retained necessary forms copies without further commitment to pay or use our software after this period has ended. Please see our Terms and Conditions for further details.

Active Users Licences means a licence allocated by FormEvo to enable access to the forms on our platform using a corporate email address belonging to the Customer. An Active User Licence may be reassigned by the Customer from time to time. An inactive user has had their access revoked and can no longer login, typically an ex-employee.

Price Per Active User per month we call this **PPUM-AR + GST (10%)**	**Number of Users**	**Total Monthly Charge A$**

3) DMS Integration

Integration with the cloud version of iManage, NetDocuments or ActionStep is available, and this is charged at

A$
of the Total Monthly PPUM-AR charge above.

I would like to include DMS Integration iManage ☐ NetDocs ☐ ActionStep ☐

4) LEXON Forms

Lexon forms are available exclusively to Lexon Insurance customers. Lexon provide Queensland conveyancing and client-intake templates, checklists, and workflow documents that help legal practices manage transactions, capture instructions, and comply with Lexon risk-management protocols.

I am Lexon Insured and would like access to the Lexon packs ☐

Proof of being a current Lexon customer is required to verify your entitlement to access and use Lexon forms. Please attach/upload evidence here:

Optional sharing and storing of forms and supporting Documents

EvoVault is a secure way of saving forms and supporting documents in FormEvo. You can securely share relevant forms with a client for review and editing (if permitted), and upload/download any supporting documentation. EvoVault provides a practical client collaboration solution to eliminate the time and cost associated with postage.

What are the Benefits of EvoVault for the Law Firm?

1. Enhanced security to access forms and documents, which is much secure and efficient than sending as an email attachment.
2. Your clients can be granted immediate access to review and edit documents with a comprehensive audit trail.
3. Access to technology to allow agile working from the office, home or on the move.
4. Forms can be eSigned.
5. Exceed the expectations of today's tech savvy clients through engaging with modern SaaS processes, making the most of new innovation and creating a better overall client experience.

5) Training

6) Summary

Up front/Monthly Charges	Price A$
Total	**A$**

Subscriptions and Modules	Price A$
Active Users	
DMS Integration	
Total	**A$**

7) Effective date

Subscription Start Date:

Subscription:

Up Front Charges A$
Subscription and Modules A$

Initial 1st Total Charge A$

On going Monthly Charges A$

(where applicable)

8) Next Steps

Below you will find details of our Standard Terms and Conditions. Please read and then sign to confirm your acceptance. Please note that we do not accept changes to our Standard Terms and Conditions.

Yours sincerely

Mobile:
Email:

THIS AGREEMENT is made on

BETWEEN

(1) (**"Supplier"**); Cockerel Software Limited is incorporated in England and Wales with company number 03505184. Our registered office is located at 15 Bankside, The Watermark, Gateshead, NE11 9SY

(**"Customer"**);
[insert name] [Australian Business Number #] of [insert address], Australia

BACKGROUND

(A) The Supplier has developed and operates certain web-based services for the creation and completion of legal forms which it makes available to customers via the internet with the provision of certain software applications and platforms to customers.

(B) The Customer wishes to use the Supplier's Services in its business operations.

(C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's Services subject to the terms and conditions of this Agreement.

IT IS AGREED THAT

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

"Active Users"	those Authorised Users who access the Forms on the Platform to create, edit, save, print or otherwise use the Forms for business purposes and do not exclusively provide IT, administrative or financial support to, or on behalf of the Customer.
"Agreement"	comprises and incorporates the terms in a) these Standard Terms of Business and b) the Proposal.
"Affiliate"	where applicable, any subsidiary or holding company of the Customer or other subsidiary of such holding company and any affiliate of the Customer which operates under substantially similar branding in the legal market to the Customer.
"Authorised Users"	those employees, partners, agents, clients, customers and independent contractors of the Customer and/or

	where applicable, any Affiliates of the Customer who are authorised by the Customer to use the Services and the Documentation in accordance with this Agreement.
"Bespoke Form"	a form created by or licensed to the Customer and provided by the Customer to the Supplier which, at the Customer's request, the Supplier stores and makes available for the Customer's exclusive use on the Platform.
"Best Industry Practice"	the standards which fall within the upper quartile in the Customer's business sector using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a comparable business operating within the same business sector under the same or similar circumstances.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Business Hours"	8.00 am to 6.00 pm on Monday to Friday, excluding public holidays observed in the State of Queensland, Australia, in each case by reference to the local time in the State of Queensland, Australia.
"Change of Control"	a change in the control of a party, where "control" shall mean: (a) in relation to a corporation: (i) the ability to control, directly or indirectly, the composition of the board of the corporation; (ii) the ability to exercise or control the exercise of the rights to vote in relation to more than 50% of the voting shares or other form of voting equity in the corporation; (iii) the ability to dispose or exercise control over the disposal of more

than 50% of the shares or other form of equity in the corporation; or

(iv) the capacity to determine, directly or indirectly, the outcome of decisions about the financial and operating policies of the corporation;

(b) in relation to an association or a partnership, firm or other body whether incorporated or unincorporated (entity), the capacity to determine, directly or indirectly, the financial and operating policies of the entity or how the affairs of the entity are to be conducted and managed; and

(c) in relation to an individual, the ability to control or exercise influence over the decision-making of that individual (that ability being deemed to exist where the person alleged to have control over the individual is a spouse, parent or child of the individual).

"Confidential Information"

all confidential information (however recorded or preserved) disclosed by a Party to the other Party as including:

(a) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the disclosing party;

(ii) the operations, processes, product information, know-how or trade secrets of the disclosing party; or

(b) as identified as Confidential Information in clause 10.5 or clause 10.6 and in the case of the Customer shall

	include such confidential information of an Affiliate where applicable.
"Customer Data"	the data (including any Personal Data) inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
"Data Protection Legislation"	the Privacy Act (Commonwealth of Australia), the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
"Data Transfer Agreement"	means as applicable: (a) the UK approved International Data Transfer Agreement in respect of Restricted Transfers; (b) the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries as amended, varied, supplemented or substituted from time to time; (c) the International Data Transfer Addendum; and (d) the standard contractual clauses adopted by the UK Government as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from Controllers or Processors in the UK to Controllers or Processors in Restricted Countries.
"Disbursements"	additional charges incurred when preparing and submitting the Forms to the relevant Regulatory Body (including but not limited to land titles office fees, Australian Securities and Investments Commission fees, Australian Tax Office fees, State revenue office fees, law society fees, Net LawMan fees, Court fees, text messaging fees and digital signature fees) as set out in Schedule 1 and the Proposal.
"Documentation"	the documents (including but not limited to the Proposal) made available to the Customer by the Supplier online via SDLT.co.uk and/or FormEvo.co.uk or such

	other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
"Effective Date"	the date of this Agreement.
"EvoShred"	as defined in Schedule 6 to this Agreement.
"EvoShred Schedule"	the terms set out in Schedule 6 to this Agreement.
"Excluded Third Party"	third parties engaged in the process of completing a Finalised Form including but not limited to: i) all providers of Qualified Electronic Signatures (QES) such as E-Signature. ii) SMS telecommunications providers such as SMS Works; and iii) all other third-party organisation(s) to, from or through which a Form is transmitted which does not operate within the Supplier's Platform.
"Fees"	the fees payable by the Customer (and where applicable any Affiliate) to the Supplier for use of the Services together with any Disbursements payable to the Supplier, as set out in the Proposal and Schedule 1.
"Finalised"	the process by which a Form has been completed and/or transmitted electronically by an Authorised User on the Platform to the relevant Regulatory Body.
"Forms"	the legal forms (including any Prescribed Forms, Non-Prescribed Forms, Lexon Forms and Bespoke Forms, whether digital or electronic) provided by the Supplier as part of the Services.
"FormEvo"	the FormEvo services provided by the Supplier and made available to the Customer.

"Host"	a third-party service provider which holds the Supplier's Platform on its server, and makes the Platform available to users on behalf of the Supplier.
"Initial Monthly Term"	has the meaning given in clause 13.2.
"Intellectual Property Rights"	patents, rights to inventions, rights to use and preserve the confidentiality of information (including know-how and trade secrets), registered designs, copyrights, topography rights, all rights in computer programs, firmware, apps and other computer software and data, database rights, rights in designs, rights in get-up, rights affording equivalent protection to copyright, database rights, design rights, trade marks, rights in service marks, logos, domain names, business names, trade names and domain names, and moral rights, in each case howsoever arising and in whatever media, whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights, which subsist or will subsist now or in the future in any part of the world.
"Interface Information"	certain interface information owned and provided by the Supplier to the Customer, its Affiliates or an Interface Third Party (or all of them) relating to the Software as is required for the Supplier to provide the Services to the Customer under this Agreement.
"Interface Terms"	the terms set out in Schedule 5.
"Interface Third Party"	a third party which the Customer or its Affiliates, engages, has engaged or will engage (including any prospective third parties) to support the Customer's use of the Services.
"Internet Connectivity Speed"	a connection to the Internet capable of consistently supporting 2 Mbps upload and 2 Mbps download speeds as measured by the Internet Connectivity Speed testing service at www.speedtest.net.



"Lexon Form"	means any forms, precedents, templates checklists, documents or other materials made available by, through or under licence from Lexon Insurance Pte Limited, a wholly owned subsidiary of the Queensland Law Society (or any successor organisation) including any updates, amendments or replacement versions of such materials from time to time.
"Maintenance"	any errors corrections, updates and upgrades that the Supplier may provide or perform with respect to the Services, whether during Planned Downtime or Unplanned Downtime under this Agreement.
"Monthly Subscription"	the monthly subscription package selected by the Customer under the Proposal providing access to the Services and commencing on the Effective Date for the Initial Monthly Term which automatically renews for successive Renewal Periods unless terminated in accordance with this Agreement.
"Offline Forms"	a process by which a Form has been extracted from the Platform and finalised as a paper-based form (including any PDF or other digitally formatted document derived from such paper-based form) with or without watermark and sent or transmitted by an Authorised User to the relevant Regulatory Body offline and outside the Supplier's secure Platform environment.
"Planned Downtime"	planned Maintenance carried out to the Services in accordance with clause 3.2(a).
"Platform"	the Supplier's infrastructure and cloud computing platform and operating system on which the Services and Software are made available to the Customer, as further described in the Documentation.
"Proposal"	the document (and any subsequent revised Proposal(s) agreed between the parties during the Subscription Term) forming part of the Documentation prepared by the Supplier and agreed with the Customer which set out the key terms



	and which are incorporated into this Agreement.
"Registration Process"	the process the Customer instigates upon forming this legally binding Agreement with the Supplier in order to use the Services as set out in the Proposal.
"Regulatory Body"	any of the following: (a) a governmental or semi-governmental entity, agency or authority; (b) a court, a judicial or administrative body, tribunal, commission, regulator, self-regulatory organisation or professional association; or (c) any entity, committee, ombudsman or body to which, whether under statute, or binding rules, regulations, codes of practice or otherwise, documents are required to be filed from time to time.
"Renewal Period"	has the meaning given in clause 13.2.1 and/or clause 13.2.2 as the case may be in respect of the subscription package selected by the Customer as set out in the Proposal.
"Services"	the services provided by the Supplier to the Customer under this Agreement including the Platform (or any other website notified to the Customer by the Supplier from time to time), Forms, Evoshred and any other services supplied by the Supplier as expressly set out in this Agreement.
"Software"	the online software programs and applications licensed to the Customer and provided by the Supplier on the Platform as part of the Services.

"Service Levels"	the Supplier's service levels as specified in the Supplier's Information Security Management Systems Policy.
"Subscription Term"	has the meaning given in clause 13.4.
"Supplier Policies"	the Supplier's business policies listed in Schedule 2, as amended by the Customer from time to time and made available to the Customer on the Platform.
"Supported Internet Browser"	the most up-to-date version of the browser application running on the most up-to-date version of the computer operating system used by the Customer and its Affiliates or such other browser application and computer operating system consistent with Best Industry Practice.
"Third Party Product"	Software in object code form, database, service or content including documentation, updates, enhancements and interfaces (if any) owned and provided by an entity other than the Supplier.
"Trial Period"	a trial period commencing on the Effective Date, granted by the Supplier to the Customer which, unless otherwise agreed in writing, shall be for one (1) calendar month.
"UK Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (UK); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
"UK GDPR"	the General Data Protection Regulation ((EU) 2016/679) as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK) (including as further amended or modified by the laws

	of the United Kingdom or of a part of the United Kingdom from time to time).
"Unplanned Downtime"	unplanned Maintenance carried out to the Services in accordance with clause 3.2(b) which causes failings in the performance of the Services which is of sufficient severity to prevent such Maintenance being scheduled as Planned Downtime.
"Virus"	any thing or device (including any software, code, file or programme) which may: a) prevent, impair, lock or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; b) prevent, impair, lock or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or c) adversely affect the user experience, including worms, trojan horses, viruses, malicious code or logic bomb and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality), public sector body or trust, and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision includes that statute or statutory provision as amended, consolidated, extended, re-enacted or replaced or substituted from time to time and includes all regulations, rules, delegated legislation, statutory instruments and other subordinate legislation made under it..

1.8 A reference to writing or written includes email but not faxes.

1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.



2. REGISTRATION AND USE OF THE SERVICES

2.1 In order to use the Services, the Customer must complete the Registration Process.

2.2 Subject to clauses 2.1 and 9.1, the Customer may use the Services in accordance with this Agreement.

2.3 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer and where applicable any Affiliates a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term of this Agreement solely for the Customer's business operations.

2.4 The Customer shall engage directly with Interface Third Parties on the Interface Terms or on such terms that have an effect equivalent to the Interface Terms prior to any delivery, download or distribution of any Services and such Interface Terms (or equivalent terms as the case may be) shall be incorporated into Customer's terms of engagement with Interface Third Party.

2.5 In relation to the Authorised Users, the Customer acknowledges and undertakes that:

2.5.1 it is the sole responsibility of the Customer to manage its Authorised Users by appointing one or more Customer administrator(s) to ensure that it maintains and keeps updated the appropriate number of Authorised Users as agreed between the parties at the Effective Date and the Supplier shall bear no responsibility to notify the Customer where such Authorised Users exceed the number agreed and as set out in the Proposal and Schedule 1;

2.5.2 to the extent that those of the Customer's Active Users exceed the maximum number purchased from the Supplier, and/or the Customer requests and the Supplier makes available additional subscriptions or modules to the Customer, the Customer acknowledges and accepts that the Fees (including any applicable Disbursements) charged by the Supplier will be increased to reflect such changes to the Services (based on the prices in the Proposal) and clause 8, the Proposal and Schedule 1 shall be deemed to have been amended accordingly.;

2.5.3 it will not allow or suffer any user subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

2.5.4 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential;

2.5.5 it shall permit the Supplier to monitor use of the Software and conduct audits of the Software to ensure that the activity of Authorised Users complies with this Agreement and Supplier Policies. All monitoring and audits shall be conducted at the Supplier's expense, and shall be exercised in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.5.6 if any of the audits referred to in clause 2.5.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice



to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

2.5.7 if any of the audits referred to in clause 2.5.5 reveal that the Customer has underpaid Fees (including any applicable Disbursements) to the Supplier, then without prejudice to the Supplier's other rights, the Supplier will charge and the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with clause 8.3 and the prices set out in the Proposal.

2.6 The Customer (and any Authorised Users) will use reasonable endeavours to ensure that it, and any third party to whom it provides access to the Services, shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:

2.6.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.6.2 facilitates illegal activity;

2.6.3 depicts sexually explicit images;

2.6.4 promotes unlawful violence;

2.6.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.6.6 is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to (if and for so long as reasonably necessary to address the Virus or relevant material) disable or limit the Customer's access to or use of the Services or remove without notice any material that it reasonably considers to be of a kind referred to in paragraphs 2.6.1 to 2.6.6.

2.7 The Customer shall not, and procure that its Authorised Users shall not, (except as permitted by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement):

2.7.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2.7.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.7.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or



2.7.4 subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users and any Regulatory Body who would receive the documents in the routine operation of the Customer's business, or

2.7.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.8 The Customer shall use its best endeavours to ensure that it and its Authorised Users do not introduce or permit the introduction of any Virus or vulnerability into the Supplier's network and information systems.

2.9 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3. SERVICES

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer and where applicable any Affiliates on and subject to the terms of this Agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 99.5% of Business Hours except for:

(a) The Planned Downtime which the Supplier shall use reasonable endeavours to carry out outside Business Hours and shall give the Customer at least 48 hours' notice in advance and in writing; and

(b) Unplanned Downtime which the Supplier will endeavour to perform outside Business Hours if reasonably practicable, provided that the Supplier has used reasonable endeavours to give the Customer at least 30 hours' notice in advance and in writing providing always that where such Unplanned Downtime is required to prevent the Services from being materially impacted, such Unplanned Downtime as is required by the Supplier will proceed without delay and no advance notice shall be provided to the Customer who shall be informed as soon as reasonably practicable.

3.3 Supplier will, as part of the Services provide the Customer with the Supplier's standard customer support services during Business Hours in accordance with the Supplier's Service Levels in effect at the time that the Services are provided. The Supplier may amend the Service Levels in its sole and reasonable discretion from time to time provided that it does not materially impact the level of support provided to the Customer, except that the Customer accepts that the Supplier may be required to amend Service Levels in response to reduced performance in services provided by Regulated Bodies and Excluded Third Parties which may materially impact the Service Levels. The Customer acknowledges and accepts that it is not entitled to receive support (including legal advice) relating to the completion and population of any Form. The Customer further acknowledges that the Supplier's customer support services shall be limited to technical issues arising out of the Customer's use of the Services.

3.4 The Supplier shall use its reasonable endeavours to consider all and any reasonable requests for enhancements to the Services (for which the Supplier may charge) but shall be under no obligation to acknowledge or implement such requests. Fees and payment for enhancements to the Services will be provided on a time and materials basis and paid as set out in Schedule 1 of this Agreement.

4. DATA PROTECTION

4.1 Each party will comply with all obligations and requirements that are applicable to that party under the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

4.2 The parties acknowledge that:

4.2.1 if the Supplier processes any personal data (as defined in Article 4 of the UK GDPR) received from the Customer ("**Personal Data**") on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller, and the Supplier is the processor for the purposes of the Data Protection Legislation;

4.2.2 Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of data subject;

4.2.3 the Personal Data may be transferred and accessed outside the United Kingdom and/or the EEA to the extent that the Customer requires the Services to be provided to any Authorised Users who are located outside such territories in order that the Supplier may carry out the Services and its obligations under this Agreement.

4.3 Without prejudice to the generality of clause 4.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf.

4.4 Without prejudice to the generality of clause 4.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

4.4.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or laws of the European Union applicable to the Supplier and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process such Personal Data (**Applicable Laws**) (and in such a case the Supplier shall inform the Customer of that legal requirement before processing, unless Applicable Law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform

the Customer if any instruction relating to the Personal Data infringes or may infringe any Data Protection Legislation;

4.4.2 not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

(a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(b) the data subject has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by:

(i) processing Personal Data in a territory defined by the UK Information Commissioner's Office (ICO) as a territory with an adequate level of protection to any Personal Data that is transferred; or

(ii) participating in a valid cross-border transfer mechanism including where appropriate the use of a Data Transfer Agreement; or

(iii) otherwise complying with the Data Protection Legislation as required by Article 49 of the UK GDPR.

and the Supplier complies with reasonable written instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

4.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and not to disclose Personal Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law;

4.4.4 taking into account the nature of the processing carried out by the Supplier and the information available to the Supplier, reasonably assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. To the extent that such reasonable assistance is required as a direct result of the Supplier's failure to comply with its obligations under this Agreement, the Supplier shall bear the cost of providing such reasonable assistance to the Customer in accordance with this clause 4.4.4;

4.4.5 notify the Customer without undue delay (and in any event not later than 48 hours) on becoming aware of a Personal Data breach (as defined in Article 4 of the UK GDPR), providing as a minimum all information set out at Article 33(3) of the UK GDPR;

4.4.6 at the written direction of the Customer, provide copies of or give access to all or part of the Customer's Personal Data requested or delete or return Personal Data

and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal data; and

4.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and allow for audits as the Customer reasonably requests on ten (10) Business Days' notice, such requests to be limited to one audit in each 12-month period and do not unreasonably disrupt the Supplier or delay the provision of the Services by the Supplier to the Customer. For the avoidance of doubt the Customer may on reasonable notice carry out an audit of the Supplier's systems and records where such audit is requested by UK Information Commissioner's Office (ICO) or the Office of the Australian Information Commissioner or as a result of a verified Personal Data breach notified by the Supplier in relation to the Customer Data.

4.5 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

4.6 The Customer consents to the Supplier appointing those third-party processors of Personal Data ("**Subprocessors**") of Personal Data under this Agreement as set out in Schedule 3. The Supplier confirms that it has entered or (as the case may be) will enter with the Subprocessors into a written agreement that reflects requirements of the Data Protection Legislation. Subject to clause 4.7, the Supplier shall inform the Customer with at least thirty (30) days' notice of any intended changes concerning the addition or replacement of the Subprocessors, thereby giving the Customer the opportunity to object to any changes. If the Customer objects to such changes it shall notify the Supplier within fourteen (14) days of notification by the Supplier of the intended change setting out the basis on which it objects to the Supplier's reasonable satisfaction that the Customer's objection is due to an actual or likely breach of the Data Protection Legislation.

4.7 The Supplier may forego its obligation to notify the Customer of its intention to appoint a Subprocessor in accordance with the timescales set out in the preceding clause where such Subprocessor appointment is necessary to ensure the Supplier's IT infrastructure is maintained and supported in order to deliver the Services and perform its obligations under this Agreement. For the avoidance of doubt, the Supplier shall not engage a Subprocessor in relation to Hosting the Services without the prior written consent of the Customer. Where the Supplier proceeds to appoint a Subprocessor to which the Customer reasonably objects in accordance with clause 4.6, the Customer's sole remedy shall be its right to terminate this Agreement on giving to the Supplier fourteen (14) days' prior written notice, in which case, subject to clause 13.9, neither party shall have any liability to the other except that rights and liabilities accrued prior to such termination shall continue to subsist.



4.8 If any Personal Data between the Customer and the Supplier requires execution of a Data Transfer Agreement or such other transfer mechanism in order to comply with the Data Protection Legislation, the parties will complete and execute such Data Transfer Agreement or such other transfer mechanism as is necessary and take all other actions required to legitimise the transfer.

4.9 The Customer acknowledges and accepts that the Supplier has the right to use the Customer Data to develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) and to retain a footprint database record, provided that any Customer Data used in such a way shall be displayed at an aggregated level only and will not be capable of being linked back to the Customer or any living individual.

4.10 Where Evoshred processes Customer Data in accordance with settings configured by the Customer, such processing shall be deemed to be carried out on the Customer's documented instructions.

5. THIRD PARTY PROVIDERS

5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and/or engage with services from:

5.1.1 third parties (including but not limited to Regulatory Bodies and Excluded Third Parties) via third-party websites; and

5.1.2 third parties in respect of Third Party Products,

and that it does so solely at its own risk. To the maximum extent permitted by applicable law, the Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, transfer of Customer Data to, or correspondence with, any such third-party website or in respect of any Third Party Product, or any transactions completed or any contract entered into by the Customer, with any such third party or in respect of such Third Party Product. Any contract entered into, and any transaction completed via any third-party website or by engaging any Third-Party Product is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the relevant terms and conditions and privacy policy prior to using the relevant third-party website and/or in respect of any Third-Party Product. The Supplier does not endorse or approve any third-party website or Third-Party Product nor the content of any third-party website made available via the Services.

5.2 The Customer acknowledges that where it or its Authorised Users remove, extract copy or otherwise transmit a Form (including where applicable any Customer Data) outside of the Platform, it does so at its own risk. To the maximum extent permitted by applicable law, the Supplier shall have no liability or obligation whatsoever for the content or use of, transfer or transmission of a Form (including where applicable any Customer Data) to, or correspondence with the Customer, Authorised User or other third-party.

5.3 The Customer acknowledges that it is responsible for ensuring that Finalised Forms and /or Offline Forms are submitted to Regulatory Bodies in good time and in compliance with timescales imposed by Regulatory Bodies, applicable laws and/or regulations. To the maximum extent permitted by applicable law, the Supplier shall have no liability or obligation for any Finalised Forms and/or Offline Forms which are designated by a

Regulatory Body to be incomplete, pending or rejected, or in relation to missed deadlines and/or timescales imposed by Regulatory Bodies or under applicable laws and regulations where any such missed deadline or timescale is the result of Regulatory Body or third-party service unavailability howsoever caused.

6. SUPPLIER'S OBLIGATIONS

6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions (as set out in the Documentation and/or Supplier Policies, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents). If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. To the maximum extent permitted by law, such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3 To the maximum extent permitted by law, the Supplier:

6.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free;

6.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks (including communications to any Regulatory Body) and facilities, including the internet, or the engagement of Excluded Third Parties or in respect of Third Party Products, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6.6 The Supplier shall use its reasonable endeavours to comply with the Supplier Policies in performing the Services under this Agreement.

6.7 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy at Schedule 2 or such website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data within the Software, to the maximum extent permitted by law, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy, such liability to be limited as set out in clause 12.3.2. The Supplier shall not

be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

7. ~~7~~ CUSTOMER'S OBLIGATIONS

7.1 The Customer shall, and will procure that its Affiliates shall:

7.1.1 provide the Supplier with:

a) all necessary co-operation in relation to this Agreement; and

b) all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

7.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

7.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary to address the impact of the Customer's delay;

7.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement (including the End User Licence Agreement ("the EULA") set out in Schedule 4) and shall be responsible for any Authorised User's breach of this Agreement;

7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Customer to engage the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services and in respect of the access, use and completion of Lexon Forms (where applicable), and for the Customer to perform its obligations under this Agreement;

7.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time and that any third-party suppliers engaged by the Customer to provide case management systems, practice management systems and/or record management systems do not interfere with or compromise the integrity or security of the Software and/or Services.

7.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

7.1.8 ensure that its network and systems comply with the relevant specifications for Supported Browsers and Internet Connectivity Speeds and any other requirements communicated by the Supplier and updated from time to time.

7.2 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7.3 The Supplier will notify the Customer of any updates to the terms of the EULA made by the Supplier from to time to time. If any updates to the terms of the EULA made by the Supplier are not acceptable to the Customer, the Customer may within ten (10) Business Days of the date when such notification was provided by the Supplier, terminate this Agreement with immediate effect.

7.4 The Customer shall comply with the EvoShred Schedule and shall be responsible for all settings, instructions and actions configured through EvoShred by its administrators or Authorised Users.

8. CHARGES AND PAYMENT

8.1 No Fees shall be payable in respect of any Trial Period. The Customer shall, and shall procure that its Affiliates shall pay the Fees and any Disbursements to the Supplier for the Services in respect of the Subscription Term in accordance with this clause 8, the Proposal and Schedule 1.

8.2 A valid, original, accurate and complete approved Direct Debit Mandate acceptable to the Supplier (acting reasonably) and any other relevant valid, up-to-date and complete contact and billing details as reasonably required by the Supplier shall be provided to the Supplier by:

8.2.1 the Customer, no later than seven (7) days prior to the Effective Date; and

8.2.2 any Affiliate of the Customer, no later than fourteen (14) days prior to the date on which the Supplier is expected to commence provision of the Services to that Affiliate.

8.3 Upon receipt of the Customer's (and any applicable Affiliate) approved Direct Debit Mandate to the Supplier in accordance with clause 8.2, the Supplier shall set up a credit account for billing the Customer (and any applicable Affiliate) in respect of the Services, together with any Disbursement and the Supplier shall invoice the Customer (and any applicable Affiliate):

(a) on the last day of each calendar month in electronic format for the Fees and Disbursements payable in accordance with the Proposal and Schedule 1, together with any underpayment identified in clauses 2.5.1 and 2.5.7; and

(b) approximately seven (7) days after the date of such invoice raised in accordance with this clause 8.3, the Supplier shall debit from the Customer's (and any applicable Affiliate's) bank account the amount detailed on such invoice.



8.4 Without prejudice to the generality of this clause 8, if the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier:

8.4.1 the Supplier may, without liability to the Customer, disable the Customer's (or any of its Affiliates) passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.5 All amounts, Fees and Disbursements stated or referred to in this Agreement:

8.5.1 shall be payable in pounds sterling;

8.5.2 are, subject to clause 12.3.2 and clause 13.9, non-cancellable and non-refundable (including any Fees and Disbursements which are discounted by the Supplier); and

8.5.3 are exclusive of value added tax or goods and services tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.6 The Supplier shall be entitled to increase the Fees payable in respect of the Services on each anniversary of the Effective Date upon three (3) months prior notice to the Customer. The Supplier, shall when calculating any increase to the Fees, include inflationary rises which shall be based on the latest available figure for the percentage increase in the Retail Prices Index in the preceding 12-month period. The Proposal and Schedule 1 shall be deemed to have been amended to reflect any increase to the Fees as set out in this clause 8.6.

8.7 To the extent that the Customer does not accept the proposed increase in Fees notified to the Customer pursuant to clause 8.6, the Customer may within ten (10) Business Days of the date when such notice of increase was provided by the Supplier, terminate this Agreement with immediate effect.

8.8 Without prejudice to the generality of clause 8.6, the Customer acknowledges and accepts that the Supplier will without delay pass on to the Customer (and any Affiliate) any increase in Disbursements made by a Regulatory Body, Host or Subprocessors without advance notice and any such increase will be set out in the Supplier's invoice in accordance with clause 8.3.

9. PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer or its Authorised Users any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 Notwithstanding the generality of clause 9.1, the Supplier acknowledges that the Customer and/or its licensors own all Intellectual Property Rights in relation to any Bespoke Forms

that the Customer requests the Supplier stores on the Platform for the exclusive use by the Customer and the Customer confirms and agrees that it has all the rights, permission and consents necessary to permit the Supplier to make available such Bespoke Forms on the Platform.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2 was in the other party's lawful possession before the disclosure; or

10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.8 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings (actual, threatened or pending), losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

11.1.1 the Customer's or any Authorised User's misuse of the Services, Software, Documentation or Platform;

11.1.2 any infringement or alleged infringement of Intellectual Property Rights of any third party arising from the availability of Bespoke Forms and Lexon Forms on the Platform; and

11.1.3 any loss, destruction, deletion or unavailability of records resulting from the Customer's configuration or use of EvoShred.

except to the extent such claims, actions, proceedings, losses, damages, expenses or costs are materially caused or contributed to by the fraud, negligence, breach of this Agreement or breach of law of the Supplier. The Supplier agrees to take reasonable steps to mitigate any loss, damage or expense it incurs arising out of or relating to a claim under this clause 11.1.

11.2 The Supplier may exercise its rights under clause 11.1, provided that:

11.2.1 the Customer is given prompt notice of any such claim;

11.2.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

11.2.3 the Customer is given sole authority to defend or settle the claim.

11.3 The Supplier shall defend the Customer, its officers, directors and employees against any third-party claim that the Customer's authorised use of the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality in the UK or Australia, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claim, provided that:

11.3.1 the Supplier is given prompt notice of any such claim;

11.3.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

11.3.3 the Supplier is given sole authority to defend or settle the claim.

11.4 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Customer without (subject to clause 13.9) any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.5 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.5.1 a modification of the Services or Documentation by anyone other than the Supplier; or

11.5.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

11.5.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.6 To the maximum extent permitted by applicable law, the foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality which shall be subject to the limits and exclusions of liability that apply in clause 12 of this Agreement.

12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in this Agreement:

12.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services, Software and/or the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts as a result of the Customer's use of the Services and/or Software in a manner contrary to the instructions provided by the Supplier to the Customer as set out in the Documentation and/or Supplier Policies, or any actions taken by the Supplier at the Customer's direction;

12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

12.1.3 the Services, Software and the Documentation are provided to the Customer on an "as is" basis;

12.1.4 the Supplier shall have no liability to the Customer howsoever arising during the Trial Period;

12.1.5 the Supplier shall have no liability to the Customer howsoever arising in respect of any Bespoke Forms or Offline Forms; and

12.1.6 the Supplier shall have no liability for any loss, deletion, destruction, anonymisation, archiving, corruption or unavailability of Customer Data resulting from the Customer's use of Evoshred in respect of:

(a) Customer-configured EvoShred settings;

(b) actions of Customer administrators and Authorised Users;

(c) failures by the Customer to amend default settings;

(d) automated processing carried out in accordance with the Customer Retention Policy; or

(e) the Supplier acting upon instructions provided by the Customer.

12.2 Nothing in this Agreement excludes the liability of either party:

12.2.1 for death or personal injury caused by such party's negligence; or

12.2.2 for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2:

12.3.1 neither party shall be liable to the other party whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information which is transferred outside of the Platform, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

12.3.2 subject to clauses 5 and 6.7, the Supplier's total aggregate liability to the Customer during the Subscription Term for damage to or loss or corruption of Customer Data whilst it remains on the Platform and is part of the Services shall not exceed £50,000;

12.3.3 subject to clause 12.3.2, both parties' total aggregate liability in contract (including in respect of the indemnity at clause 11.3), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer to the Supplier for the Services during the 12 months immediately preceding the date on which the claim arose.

12.4 Nothing in this Agreement excludes or limits the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

12.5 Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law. To the maximum extent permitted by applicable law, the Supplier's liability for any failure to comply with any such right or remedy, guarantee, warranty or other term or condition is limited to (at the Supplier's option): (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

13. TERM AND TERMINATION

13.1 This Agreement shall commence on the Effective Date. Where the Supplier offers a Trial Period, the Customer may access and use limited Services in accordance with the terms of this Agreement. Unless terminated earlier in accordance with this Agreement, the Trial Period shall automatically expire at the end of the applicable Trial Period.



13.2 If, following expiry of any Trial Period, the Customer elects to continue subscribing to the Services, an Initial Monthly Term shall commence on the Effective Date and shall continue for a period of one (1) calendar month (the "Initial Monthly Term") after which time the Initial Monthly Term shall be automatically renewed for successive periods of one (1) calendar month (each a "Renewal Period").

13.3 Either party may terminate this Agreement for convenience at any time on giving the other party not less than three (3) calendar months' written notice, provided that on any such termination by the Customer, the Customer shall be obliged to pay to the Supplier:

13.3.1 the balance of any Fees due and payable to the date of termination together with any outstanding invoices; and

13.3.2 the Fees that would otherwise have become payable up to the end of the calendar month during which termination occurs.

13.4 The Initial Monthly Term together with any Renewal Periods shall constitute the Subscription Term.

13.5 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.5.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

13.5.2 the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

13.5.3 the other party commits a repeated breach of its obligations under this Agreement. A repeated breach shall be defined as three or more breaches of the same or different obligations of a party under this Agreement within a twelve-month period where each of those breaches have been notified in writing by one party to the other; or

13.5.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (UK);

13.5.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.5.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.5.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if

an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

13.5.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

13.5.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.5.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

13.5.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.6.4 to clause 13.6.10 (inclusive);

13.5.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.5.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

13.6 The Customer may terminate this Agreement with immediate effect where:

13.6.1 the Supplier appoints a Subprocessor to which the Customer objects strictly in accordance with clause 4.7; or

13.6.2 the Supplier gives notice to increase the Fees to which the Customer objects strictly in accordance with clause 8.7; or

13.6.3 the Supplier gives notice to vary the Agreement to which the Customer objects strictly in accordance with clause 18.1.

and, subject to clause 13.9, such termination shall constitute the Customer's sole and exclusive remedy for exercising its right under this clause 13.6.

13.7 The Supplier may, without affecting any other right or remedy available to it, terminate this Agreement with immediate effect by giving written notice to the Customer if:

13.7.1 the Customer and/or an Interface Third Party breaches the Interface Terms ~~.~~ (other than a trivial breach causing no material harm); or

13.7.2 there is a Change of Control of the Customer.

13.8 On termination of this Agreement for any reason:

13.8.1 all licences granted under this Agreement shall immediately terminate and the Customer (and its Affiliates) shall immediately cease all use of the Services and/or the Documentation;



13.8.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

13.8.3 the Supplier may destroy or otherwise dispose of the Customer Data in its possession unless the Supplier receives, no later than ten (10) days after the expiry or termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within Thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data. For the avoidance of doubt, this clause 13.7.3 shall not limit or otherwise restrict the Supplier's right to use the Customer Data in accordance with clause 4.9; and

13.8.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13.9 If this Agreement is terminated by the Customer under any of clauses 4.7, 7.2, 8.7 or 18.1, or by the Supplier under clause 11.4, the Supplier will refund to the Customer any unused prepaid fees covering the terminated portion of the Subscription Term.

14. ANTI-BRIBERY ANTI-SLAVERY AND CORRUPTION

14.1 Each party hereby warrants, represents and undertakes to the other that it has acted and will act in compliance with all applicable anti-bribery, anti-slavery and anti-corruption laws and regulations applicable to it (including the UK Bribery Act 2010 (UK) and Modern Slavery Act 2015 (UK), the Criminal Code Act 1995 (Commonwealth of Australia) and the Modern Slavery Act 2018 (Commonwealth of Australia)).

14.2 Where applicable, in performing its obligations under this Agreement, the Supplier shall:

(a) comply in all material respects with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;

(b) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are consistent with those set out in this clause 14;

(c) maintain comprehensive records where reasonably possible (taking into account the nature of the services provided by any subcontractor and the information made available to the Supplier) to trace the supply chain of all Services provided to the Customer in connection with this Agreement and permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 14. The Customer shall provide to the Supplier in writing at least fifteen (15) Business Days' notice to conduct an audit under this clause 14 and shall use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier;



14.3 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

15. RESTRAINT OF TRADE

The Customer shall not, during the Subscription Term and for a period of 1 year thereafter, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Supplier any person employed or engaged by the Supplier in the provision of the Services.

16. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this Agreement to the extent it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service, transport or telecommunications network, or by services provided by a Regulatory Body, act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that such event occurs without the fault or negligence of the Supplier and the Customer is notified of such an event and its expected duration.

17. CONFLICT

17.1 If there is a conflict or inconsistency between any of the provisions in these Standard Terms of Business and the Proposal, a term contained in the Proposal shall have priority over one contained in the Standard Terms of Business.

17.2 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

18. VARIATION

18.1 The Supplier may vary these terms and conditions from time to time on giving the Customer at least 10 Business Days' notice in writing. If the Customer does not accept the variation, the Customer may, within 10 Business Days of being notified of the variation by the Supplier (Review Period), terminate this Agreement on written notice to the Supplier. The Customer's continued use of the Services after the Review Period shall constitute the Customer's acceptance of the Variation.

18.2 Subject to clause 18.1 or as otherwise permitted in accordance with clause 2.5.2, clause 8.6 and clause 8.8, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



20. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and any written promises, assurances, warranties, representations and understandings between them relating to its subject matter.

22.2 Nothing in this clause shall limit or exclude any liability for fraud.

23. ASSIGNMENT

23.1 Neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without giving to the other party prior written notice.

24. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns), including pursuant to the Contracts (Rights of Third Parties) Act 1999 (UK).

26. COUNTERPARTS

26.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format), or through an e-signature portal shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.



26.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

27. NOTICES

27.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid recorded delivery post, or sent by email to the contract details notified by the other party at its address set out in this Agreement.

27.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; or

(b) if sent by pre-paid recorded delivery post within the same country, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.; or

(c) if sent by international tracked or recorded delivery post, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service as delivered, whichever occurs first; or

(d) if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender, or if sent outside Business Hours, at 9.00am on the next Business Day in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29. JURISDICTION

Each party irrevocably agrees that any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, including any non-contractual dispute or claim, shall be brought only in the courts of England and Wales or the courts of Australia. Each party submits to the jurisdiction of those courts, and no party shall bring proceedings in any other jurisdiction.

SCHEDULE 1

FEES

1. FEES

The Fees shall be charged in accordance with the **Proposal** and as set out in this Agreement.

2. SERVICE ENHANCEMENT FEES

The Supplier's enhanced support fees are set out below:

The Supplier will provide additional enhancement services where requested by the Customer (or Authorised User) where you have identified a requirement to understand and **develop new functionality or features that are not currently available on our Platform nor form part of our Services**. This may include but is not limited to:

- Writing, testing and deploying code to add or update features, meet functional outcomes or updating our software to reduce security vulnerabilities;
- Writing user guides, which are descriptions of the desired functional outcome of a new feature or piece of functionality, including the technical requirements, acceptance criteria, and other relevant information.

The Supplier will agree with the Customer in advance and in writing a Statement of Work which shall contain:

1. Scope of the project;
2. Estimated timescales for completing the project; and
3. Estimated total cost for completing the project on a Time & Materials basis.

Enhancement Services	Daily Rate for Services
Developmental Services	£1000 per Business Day (exclusive of VAT)* or equivalent in local currency

The amount specified in the rate column shall be payable by the Customer for the enhancement services within thirty (30) days of the date of invoice. The Supplier shall invoice the Customer in arrears at month end capturing all time and material costs incurred in each month for the enhancement services that it has been authorised to carry out by the Customer. Customer may request a detailed statement showing the resource, duration and dates when support of any amounts invoiced has been provided and the Supplier will supply this within 5 Business Days from the date of the request.

The Supplier will agree with the Customer estimates in advance of any chargeable enhancement services. Where, during the course of any agreed enhancement services, it is anticipated that the agreed estimates will be exceeded, the Supplier will notify and consult with the Customer to agree revised estimate(s) to conclude the Statement of Work.

*Where time spent is less than 1 day, the enhancement services will be recorded and charged on a 2-hour (1/4 day rate) basis. One 1 day comprises 8 hours.

PLEASE NOTE THAT THIS SCHEDULE 1 DOES NOT AFFECT THE SUPPLIER'S RIGHT TO AMEND THE FEES PAYABLE BY THE CUSTOMER IN ACCORDANCE WITH CLAUSE 2.5.2. OF THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, WHERE SUCH SERVICE ENHANCEMENTS USED BY THE CUSTOMER ARE ESTABLISHED SERVICE ENHANCEMENTS, AVAILABLE TO THE SUPPLIER'S OTHER CUSTOMERS, SUCH ESTABLISHED SERVICE ENHANCEMENTS WILL BE CHARGED IN ACCORDANCE WITH CLAUSE 2.5.2.

SCHEDULE 2

SUPPLIER POLICIES

The Supplier Policies are:

- Information Security Management System (ISMS) Policy;
- Environmental Policy
- Incident Response Policy
- Data Breach Response Plan
- Log Management Policy
- Secure Development Policy Implementation
- Safe Backup Policy
- Change Management Policy
- Clear Desk/Clear Screen Policy
- Modern Slavery Policy
- Inclusion and Diversity Policy
- Document Control/Authorisation/Distribution

SCHEDULE 3

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY COCKEREL SOFTWARE LIMITED

SCOPE: The performance of services described in this Agreement.

NATURE: Providing services to Customers as described in this Agreement. Services may include the processing of Personal Data by Supplier (processor) and/or its approved sub-processors on systems which may contain Personal Data.

PURPOSE OF PROCESSING: The provision of Services by the Supplier to the Customer as specified in this Agreement, including providing the Customer with access to its Platform and web-based services for the creation and completion of legal forms via the internet to support the Customers business operations.

DURATION OF THE PROCESSING: For the Subscription Term of this Agreement.

2. TYPES OF PERSONAL DATA:

- Names; addresses; contact number (including mobile phone); email address; dates of birth; next of kin;
- IP address; passwords; login credentials; Authorised User history; location data;
- and other data sets as more particularly described at:
    - https://www.formevo.co.uk/download/FormEvoFormsPersonalDataReport.xlsx
    - https://www.formevo.co.uk/download/ISMSPolicySDLT-FormEvo.docx

3. CATEGORIES OF DATA SUBJECT:

To the extent that each category of data subject applies, this includes Customer employees, partners and contractors, Authorised Users, clients of Customers including the Customer's client's personal representatives, successors and permitted assigns, family members of Customer's clients; parties to litigation and their representatives; witnesses; expert witnesses; barristers, and if a corporate or unincorporated body, the client's employees, directors, officers, partners, contractors and other personnel, and in relation to generic contract information only, other third parties to whom our Forms are submitted, including, but not limited to other parties' appointed lawyers (acting in opposition or otherwise), mediators, court officers, and other third parties whose personal details are captured in the furtherance of finalising the Forms.

4. INTERNATIONAL TRANSFERS

- Only to the extent that the Services are accessed outside the UK and/or Australia by the Customer, clients of the Customer and Authorised Users.

5. **SUPPLIER SUBPROCESSORS:**

- AWS – London, (UK) www.aws.amazon.com
  AWS – Sydney (AU)
- SMS Works, St. Brandon's House, 29 Great George St, Bristol BS1 5QT (UK), www.thesmsworks.co.uk
- Signiflow, The Courtyard, 30 Worthing Rd, Horsham RH12 1SL (UK), www.signiflow.co.uk
- Evolve North, 40 Newbiggin, Richmond, North Yorkshire, DL10 4DT (UK)
  http://www.evolvenorth.com
- Inovica Ltd, 116 Quayside, Newcastle upon Tyne NE1 3DY, (UK) www.inovica.com

SCHEDULE 4
EULA

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ACCESSING ANY SOFTWARE FROM THIS PLATFORM:

This licence agreement (**Licence**) is a legal agreement between you (**You**) and **Cockerel Software Limited** incorporated and registered in England with company number 03505184 whose registered office is at 15 Bankside, The Watermark, Gateshead, NE11 9SY **(CSL, Us** or **We**) for:

- FormEvo and SDLT.co.uk computer software, including any updates, upgrades, patches, fixes or workarounds made available by Us via the Platform, any data or media associated with the software, any further software We may provide You or which You may access through Us and any development to or for the purposes of Using the Software (**Software**); and

- printed materials and online or electronic documentation (**Documentation**).

We license use of the Software and Documentation to You on the basis of this Licence. We do not sell the Software or Documentation or any part or either to You. We remain the owners of the Software and Documentation, and all rights related to them at all times.

OPERATING SYSTEM REQUIREMENTS: THIS SOFTWARE REQUIRES THE MOST UP-TO DATE VERSION OF INTERNET BROWSER APPLICATION RUNNING ON THE MOST UP-TO-DATE VERSION OF THE COMPUTER OPERATING SYSTEM USED AND RUNNING WITH A MINUMUM SCREEN RESOLUTION OF 1920 X 1080 PIXELS.

1 GRANT AND SCOPE OF LICENCE

1.1 In consideration of You agreeing to abide by the terms of this Licence, We hereby grant to You a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Software and the Documentation on the terms of this Licence.

1.2 You may:

1.2.1 use the Software for the creation and completion of legal forms which You use for the sole purpose of providing legal services to Your, or Your employer's customers, by the number of concurrent authorised users (**Business Purposes)**; and

1.2.2 use any Documentation in support of the uses permitted as stated in clause 1.2.1.

2 RESTRICTIONS AND LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Licence, You undertake:

2.1.1 not to use the Software in any way or take any action that causes, or may cause, damage to the Software or impairment of the performance, availability or accessibility of the Software;

2.1.2 not to use the Software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

2.1.3 not to use the Software to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

2.1.4 not to copy the Software or Documentation except where such copying is necessary for Business Purposes, is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;

2.1.5 not to assign, rent, transfer, lease, sub-license, resell, distribute, loan, publish, broadcast, translate, merge, adapt, vary or modify the Software or Documentation;

2.1.6 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

2.1.7 not to disassemble, decompile, reverse-engineer, decode, convert or create derivative works based on the whole or any part of the Software (including but not limited to underlying ideas, algorithms, file formats or non-public APIs) nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988 (UK) or subsection 47B(3) or section 47C, 47D, 47E or 47F of the Copyright Act 1968 (Commonwealth of Australia)) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by You during such activities:

(a) is used only for the purpose of achieving inter-operability of the Software with another software program; and

(b) is not unnecessarily disclosed or communicated to any third party without our prior written consent; and

(c) is not used to create any software which is in whole or part substantially similar to the Software;

2.1.8 to supervise and control use of the Software and ensure that the Software is used by You and Your employees in accordance with the terms of this Licence;

2.1.9 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than Your authorised users without prior written consent from Us;

2.1.10 not to interfere with any license key mechanism in the Software or otherwise attempt to circumvent or interfere with any security features of the Software or mechanisms intended to limit Your use; and

2.1.11 to comply with all applicable technology control or export laws and regulations.

2.2 You acknowledge that the Software and Documentation is supplied for Business Purposes only, and You agree not to use the Software or Documentation in order to provide any services to third parties except as expressly provided for in accordance with the terms of this Licence.



3 INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights (**Intellectual Property Rights**) in the Software and the Documentation (which includes any updates, revisions, changes of code and or improvements of any kind, whether or not requested or suggested by You) anywhere in the world belong to Us, that rights in the Software are licensed (not sold) to You, and that You have no rights in, or to, the Software or the Documentation other than the right to Use them in accordance with the terms of this Licence.

3.2 All right, title, and interest in or to any Intellectual Property Rights in any feedback, analysis, suggestions, or comments (including bug reports, test results, and design suggestions or ideas) related to the Software and/or Documentation (collectively, "**Feedback**") provided by You or on Your behalf, whether through use of the Software or otherwise, will be owned by Us and We will have the perpetual, irrevocable, and worldwide right to use, modify, license, sublicense, and otherwise exploit all or part of the Feedback or any derivative of it in any manner or media now known or later devised without any remuneration, compensation, or credit to You. You shall, and shall procure that authorised users shall, including by way of present assignment of future rights, assign all such Intellectual Property Rights and all other rights subsisting in the Feedback throughout the world to Us without charge.

3.3 Any additions to the Software, whether in the form of satellite programs, APIs or other code enabling You to use the Software shall be the property of CSL along with all Intellectual Property Rights therein.

3.4 You acknowledge that You have no right to have access to the Software in any other form than the form in which We provide it, and not in source code form or in unlocked coding and or with comments.

4 LIMITATION OF LIABILITY

4.1 To the extent permitted under law, we provide no warranties (whether implied or otherwise) to you in relation to the Software or the Documentation under this Licence, and all such warranties are excluded. Please refer to the agreement under which the Software and Documentation were made available to you for details of any warranties provided under that agreement.

4.2 Except as set out in clauses 4.3 and 4.4, we shall not in any circumstances whatever be liable to you for any loss or damage arising under, or in connection with this Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and you accept and agree that to the extent any claim exists or arises in relation to provision of the Software or the Documentation, you may only bring such claim against the entity to whom you paid for the availability of the Software and Documentation in accordance with the terms of the agreement you hold with that entity.

4.3 Nothing in this Licence shall limit or exclude our liability for:

4.3.1 death or personal injury resulting from our negligence;

4.3.2 fraud or fraudulent misrepresentation; or



4.3.3 any other liability that cannot be excluded or limited by English law or laws applying in Australia.

4.4 You accept and acknowledge that:

4.4.1 the Software may not be free of bugs or errors, and agree that the existence of errors shall not constitute a breach of this Licence;

4.4.2 the Software as may be updated from time to time has and will not be developed to meet Your individual requirements, including any particular requirements, cybersecurity or otherwise, You might be subject to under law or otherwise and that it is Your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet Your requirements;

4.4.3 there is no requirement on Us to improve or develop the Software in any way;

4.4.4 the Software has been developed for business users;

4.4.5 nothing done or action taken by Us shall be construed, interpreted or acted on by the You as if it were advice from Us as to the merits of carrying out a particular process or entering into any particular transaction (or set of transactions);

4.4.6 the Software requires the input by, or on behalf of, the You of all information relating to the You and or any of its users (the Input Information); and

4.4.7 you retain full responsibility and accountability for:

(a) the management, conduct and operation of Your business and affairs;

(b) making any decision as a result of any information, guidance or data made available via the Software; and

(c) the production, accuracy, legality, reliability, integrity and quality of the Input Information.

4.5 Nothing in this Licence excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law. To the maximum extent permitted by applicable law, the Supplier's liability for any failure to comply with any such right or remedy, guarantee, warranty or other term or condition is limited to (at the Supplier's option): (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

5 TERMINATION

5.1 We may terminate this Licence at any time by giving You notice in writing if:

5.1.1 You commit a material breach of this Licence, and such breach is not remediable; or

5.1.2 You commit a material breach of this Licence which You fail to remedy (if remediable) within 14 days after the service of written notice of such breach.



5.2 We shall be entitled to terminate this Licence if the agreement between Us and the entity that has authorised your use of the Software, under which the Software has been made available to You, has terminated.

5.3 Any breach by You of clause 2 shall be deemed a material breach of this Licence which is not remediable.

5.4 On termination of this Licence for any reason:

5.4.1 all rights granted to You under this Licence shall cease;

5.4.2 You must immediately cease all activities authorised by this Licence; and

5.4.3 We will delete or suspend access to the Software and all authorised User accounts.

6 COMMUNICATIONS BETWEEN US

6.1 We may update the terms of this Licence at any time on notice to You in accordance with this clause 6. Your continued use of the Software and Documentation following the deemed receipt and service of the notice under clause 6.3 shall constitute Your acceptance to the terms of this Licence, as varied. If You do not wish to accept the terms of the Licence (as varied) You must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

6.2 If We have to contact You, We will do so via the Software by email to the address You provided in accordance with Your registration of the Software. Whilst You or any user has access to the Software, We may contact You via the Software.

6.3 Note that any notice:

6.3.1 given by Us to You, will be deemed received and properly served 24 hours after it is first posted on our website or Software, 24 hours after an email is sent, or three days after the date of posting of any letter; and

6.3.2 given by You to Us, will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

6.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of Software that at least one user had access to the Software, whether or not they were an admin user; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

7 EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 7.2.

7.2 An **Event Outside Our Control** means any act, omission or event beyond our reasonable control, including without limitation failure of any cloud server system and or public or private telecommunications networks.



7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

7.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

7.3.2 We will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

8 HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, We are required to provide You with certain information about who We are, how We process the Personal Data of those individuals who use the Software and the Documentation and for what purposes and those individuals' rights in relation to their Personal Data and how to exercise them. This information is provided in FormEvo - Evolutionary Legal Forms and it is important that You read that information.

We will ensure that all Personal Data is hosted and stored within the territory on Amazon Web Services (AWS) infrastructure throughout the term of this Licence. Your Personal Data may be accessed by Us in the United Kingdom. Any such remote access shall be carried out in accordance with applicable data protection and privacy laws for the purposes of providing our Services, including support, security monitoring and maintenance and troubleshooting, together with other related activities contemplated by this Licence. Where such access constitutes an international transfer of Personal Data under applicable data protection laws, the parties shall ensure that appropriate safeguards are implemented in accordance with those laws.

For further information about how we process your Personal Data, please see our Privacy Policy here.

9 OTHER IMPORTANT TERMS

9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect Your rights or our obligations under this Licence.

9.2 You may only transfer Your rights or Your obligations under this Licence to another person if We agree in writing.

9.3 This Licence constitutes the entire agreement between Us and supersedes and extinguishes all previous and contemporaneous agreements, and any written promises, assurances and understandings between Us relating to its subject matter.

9.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

9.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

9.6 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

9.7 This Licence, its subject matter and its formation (and any non-contractual disputes or claims arising out of or in connection with it), are governed by English law. Each party irrevocably agrees that any dispute or claim arising out of or in connection with this Licence, its subject matter or formation, including any non-contractual dispute or claim, may be brought only in the courts of England and Wales or the courts of Australia. Each party submits to the jurisdiction of those courts, and no party shall bring proceedings in any other jurisdiction.

SCHEDULE 5

INTERFACE TERMS

(A) The Supplier has developed certain software applications and platforms which it makes available to the Customer (and any Affiliates) pursuant to this Agreement.

(B) The Customer requires certain Interface Information in order to use the Supplier's Software with software supplied to, or in collaboration with, the Customer by the Interface Third Party. The Customer shall ensure that it, and any Interface Third Party which has access to Interface Information complies with these Interface Terms:

1 DEFINITIONS

The definitions in this clause apply in this Schedule 5.

"Affiliate"	Any company from time to time which directly or indirectly Controls, is Controlled by, or is under common Control with another entity. Control here means at least 30% of the legal or beneficial interest in the voting stock, securities, shares or capital of an Affiliate, be it directly or indirectly, and the expression "**Controls**" and "**Controlled**" shall be construed accordingly.
"Contract Year"	each period of 12 months commencing on the Effective Date (or in respect of any Affiliate, the date when the Supplier makes the Services available to that Affiliate) and each anniversary of the Effective Date (or such date as the Supplier makes the Services available to that Affiliate) during the Subscription Term.
"Objective"	creation by the Interface Third Party on behalf of the Customer or by the Customer in collaboration with the Interface Third Party of an interface between the Software and the Third-Party Software (or Customer software as the case may be) for use on the System by the Customer.
"Specified Third Party"	third parties who are competitors of the Supplier including Infotrack, Perfect Portal, Lexis Nexis Smart Forms, Oyez, Laserforms, OneAdvanced, together with their Affiliates and any other third parties notified by the Supplier to the Customer from time to time.
"System"	the Customer's computer system and networks.
"Third Party Software"	the software owned by the Interface Third Party which the Customer wishes to interface with the Supplier's Software.

2 LICENCE

2.1 The Supplier grants to the Customer and the Interface Third Party a personal, non-transferable, non-exclusive licence to use the Interface Information solely for the purposes of the Objective. The Supplier also grants the Interface Third Party a personal, non-transferable, non-exclusive licence to use the Software solely for the purposes of the Objective. Subject to termination



under clause 2.3, the term of each of the licences granted under this clause shall be for the duration of the Agreement, commencing on the date written at the head of the Agreement and ending on termination or expiry of the Agreement.

2.2 Either or both of these licences may be terminated immediately by the Supplier giving written notice to the Customer if either the Customer or the Interface Third Party is in breach of any of its obligations set out in these Interface Terms (other than a trivial breach causing no material harm), or in respect of any notification arising under clause 4.3.

2.3 Upon termination:

2.3.1 the Customer and the Interface Third Party shall within two working days return to the Supplier all copies on any tangible medium of all or part of the Interface Information and shall completely delete all copies of all or any part of the Interface Information (including but not limited to API details, saved [UN/PW] and/or any electronic copies resident in the System);

2.3.2 the Interface Third Party shall cease to make any use of the Interface Information and Software; and

2.3.3 the Interface Third Party shall co-operate and provide all assistance reasonably required by the Customer to ensure an orderly transition of the services to the Customer or any replacement supplier.

2.4 Termination of these Interface Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

2.5 Except for any liability which cannot be excluded by law, the Supplier shall have no liability of any kind in any circumstances whatsoever to the Customer or the Interface Third Party greater than the limit set out in clause 2.7. in these Interface Terms.

2.6 Save as set out explicitly elsewhere in the Agreement, no warranties of any kind are given in respect of the Interface Information, and all statutory warranties and conditions are excluded to the maximum extent permitted by law. In particular, although the Supplier agrees to provide reasonable co-operation with the Customer and/or the Interface Third Party in provision of the Interface Information, the Supplier makes no warranty that the Interface Information will enable the Interface Third Party to successfully integrate the Customer and/or Third-Party Software with the Software.

2.7 Subject to clause 2.8, if the Supplier is found liable for any reason other than a cause which cannot legally be excluded:

2.7.1 to the Customer, the sums payable by the Supplier in respect of such liability shall not in any circumstances exceed that set out in the Agreement; and

2.7.2 to the Interface Third Party, the Supplier shall have no liability in any circumstances whatsoever for any loss or damage arising from:

(a) errors or omissions (including but not limited to any instructions or scripts); and

(b) data loss or corruption

in the Interface Information caused by running the Third-Party Software in conjunction with the Software and the Interface Third Party shall have sole responsibility for protecting the Customer Data when running the Third-Party Software.

2.8 Nothing in these Interface Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law. To the maximum extent permitted by applicable law, the Supplier's liability for any failure to comply with any such right or remedy, guarantee, warranty or other term or condition is limited to (at the Supplier's option): (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

3 NON-DISCLOSURE AGREEMENT

3.1 In consideration of the disclosure by the Supplier to the Customer and the Interface Third Party of the Interface Information for the purpose of the Objective, the Customer and the Interface Third Party jointly and severally undertake that they will respect and preserve the confidentiality of the Interface Information for a period of ten years after the date of such disclosure (but subject to clause 3.3 below). Neither the Customer nor the Interface Third Party shall, without the prior written consent of the Supplier, either:

3.1.1 communicate or otherwise make the Interface Information available to any other person or entity (other than each other in accordance with clause 3.2); or

3.1.2 communicate or otherwise make the Interface Information available to Specified Third Parties; or

3.1.3 use the Interface Information itself for any commercial, industrial or other purpose whatsoever other than the Objective; or

3.1.4 copy, adapt, or otherwise derive any source code from the Interface Information except strictly for the purposes of the Objective, or

3.1.5 use or disclose to any third party the Interface Information in any way that will enable it, or a third party to build a competitive product or service, or copy any features or functions of the Software.

3.2 The Customer and/or the Interface Third Party may disclose the Interface Information or any part thereof, to any of its employees on a need-to-know basis and solely in connection with the Objective. In such an event the disclosing party agrees to ensure, before such disclosure, that the employee in question is made aware of the confidential nature of the Interface Information and understands that they are bound by conditions of secrecy no less strict than those set out in these Interface Terms. The Customer and the Interface Third Party agree to monitor no less than once in each Contract Year the use of the Interface Information by these employees and to enforce their obligations of confidence at the request of the Supplier.

3.3 The obligations contained in this clause 3 shall not apply or shall cease to apply to such part of the Interface Information as the Customer or the Third Party can show to the reasonable satisfaction of the Supplier:

3.3.1 has become public knowledge other than through the fault of the Customer or the Third Party or an employee or director of either of them to whom it has been disclosed in accordance with clause 3.2 above; or

3.3.2 was already known (which can be evidenced by the Customer and/or Third Party to the Supplier's satisfaction) to the Customer or the Third Party before disclosure to it by the Supplier; or

3.3.3 has been received from a third party who neither acquired it in confidence from the Supplier, nor owed the Supplier a duty of confidence in respect of it.

3.4 Notwithstanding anything to the contrary within this Agreement, this clause shall survive the termination of this Agreement.

4 PROPERTY RIGHTS

4.1 The Supplier owns the Interface Information and all related documentation. The Customer and the Interface Third Party each acknowledge that any disclosure pursuant to this Agreement shall not confer on either the Customer or the Interface Third Party any intellectual property or other rights in relation to the Interface Information.

4.2 Ownership of all complete or partial copies of the Interface Information shall at all times remain with the Supplier. The Customer and the Interface Third Party agree to mark any copies of the Interface Information which it may make in any tangible medium with a notice that such copy belongs to the Supplier.

4.3 If the Customer and/or the Interface Third Party is notified by a third party that that party claims rights in the Interface Information or that use of the Interface Information for the Objective infringes any right of that third party, the Customer and/or the Third Party agrees to immediately notify the Supplier and, at the Supplier's request, to immediately cease use of the Interface Information. If the Supplier is unable to allow the Customer and/or the Interface Third Party to continue to use the Interface Information for the Objective, the provisions of clauses 2.2 and 2.3 shall apply.

5 INDEMNITY

5.1 The Customer and Interface Third Party shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by the Supplier as a result of the Customer's and/or Interface Third Party's breach of these Interface Terms, except to the extent that the Supplier agrees to take reasonable steps to mitigate any loss, damage or expense it incurs arising out of or relating to any of the foregoing.

5.2 This clause 5 shall survive termination or expiry of this Agreement.

6 REMEDIES

6.1 Monetary damages may not be a sufficient remedy for a breach of this Agreement and that in addition to all other remedies available at law or in equity, the Supplier shall be entitled to seek equitable relief, including injunction and specific performance.

SCHEDULE 6

EvoShred Services

1. Definitions

"**Archived Data**" means Customer Data that has been designated by the Customer for long-term storage and restricted access through EvoShred.

"**Customer Retention Policy**" means the retention, archiving, anonymisation and deletion settings configured by or on behalf of the Customer through EvoShred.

"**EvoShred**" means the Supplier's data retention, archiving, anonymisation and deletion functionality made available as part of the Services.

"**Retention Period**" means the period selected by the Customer for retention of Customer Data, Forms and Supporting Documents before archiving, anonymisation or deletion occurs.

"**Supporting Documents**" means documents, attachments, correspondence, images and other records uploaded to or stored within the Platform in connection with a Form.

2. EvoShred Services

2.1 EvoShred enables the Customer to configure retention periods for Forms, Customer Data and Supporting Documents. The Customer acknowledges that EvoShred is a self-managed functionality. Whilst the Supplier may apply default retention settings on implementation, the Customer retains sole responsibility for reviewing, modifying and maintaining those settings throughout the Subscription Term.

2.2 Depending on the functionality purchased by the Customer, EvoShred may facilitate:
(a) retention of records for specified periods;
(b) archiving of records;
(c) anonymisation of records;
(d) deletion of records; and
(e) reporting and audit functionality relating to retention and deletion activities.

2.3 The availability of specific EvoShred functionality may vary between subscription plans and may be amended by the Supplier from time to time.

3. Customer Responsibility for Retention Decisions

3.1 The Customer is solely responsible for determining and maintaining appropriate retention periods for its Forms, Customer Data and Supporting Documents.

3.2 The Supplier may apply a default retention setting when Evoshred is first activated. Following activation, the Customer shall have sole responsibility for determining whether any retention periods selected using Evoshred comply with applicable laws, regulations, professional obligations, insurance requirements, contractual obligations and internal Customer policies.

3.3 The Supplier shall have no obligation to monitor, review or assess the suitability of any retention settings selected by the Customer.

3.4 EvoShred is a technology tool only and does not constitute legal, regulatory, records management, compliance or professional advice.

4. Administrator Responsibilities

4.1 The Customer shall appoint and maintain at least two Authorised User with administrator permissions for EvoShred.

4.2 The Customer is responsible for all actions taken by its administrators and Authorised Users in connection with EvoShred.

4.3 Any retention settings, deletion instructions, archiving settings or anonymisation settings configured through an administrator account shall be deemed to have been authorised by the Customer.

4.3 The Supplier may rely upon any instructions or configuration changes made by an Authorised User with administrator permissions.

5. Preservation Obligations

5.1 The Customer must not use EvoShred to delete, anonymise, archive or otherwise alter any Customer Data that the Customer is required to preserve by:

(a) law;
(b) regulation;
(c) court order;
(d) regulatory investigation;
(e) professional obligation;
(f) insurance requirement; or
(g) litigation hold, discovery obligation or similar preservation requirement

together, the “Preservation Requirements”.

5.2 The Supplier shall have no responsibility for monitoring or identifying records, or to notify the Customer or prevent deletion of records that are subject to Preservation Requirements.

5.3 The Customer must ensure that EvoShred settings are configured appropriately to preserve records that the Customer is legally or professionally required to retain.

6. Processing of Data

6.1 The Supplier shall process Forms, Customer Data and Supporting Documents in accordance with the Customer Retention Policy configured through EvoShred.

6.2 6.4 The Supplier shall not be responsible for verifying the accuracy or appropriateness of any Customer-configured settings in relation to the Customer Data.

6.3 Actions performed by EvoShred in accordance with the Customer Retention Policy shall be deemed to have been authorised by the Customer.

7. Audit Records

7.1 The Supplier may maintain records of:
(a) retention settings;
(b) amendments to retention settings;

(c) deletion events;
(d) anonymisation events;
(e) archiving events; and
(f) administrator actions,

for operational, evidential, security and audit purposes.

7.2 Such records may be retained after deletion of the relevant Customer Data where reasonably necessary to protect the Supplier's legitimate business interests or comply with legal obligations.

8. Liability and Risk Allocation

8.1 The Customer acknowledges that deletion, anonymisation and archiving actions may be irreversible.

8.2 To the maximum extent permitted by law, the Supplier shall not be liable for any loss of Customer Data, Forms or Supporting Documents in respect of the Customer's use of Evoshred resulting from:

(a) settings selected by the Customer;
(b) deletion instructions provided by the Customer;
(c) actions taken by Customer administrators or Authorised Users;
(d) failures by the Customer to amend default settings; or
(e) automatic processing undertaken in accordance with Customer-configured settings.

8.3 The Customer assumes all responsibility for determining what data should be retained, archived, anonymised or deleted.

9. Customer Warranty

9.1 The Customer warrants that:
(a) it has reviewed the default EvoShred settings applied by the Supplier;
(b) it has independently determined that its configured retention settings are appropriate for its business; and
(c) its use of EvoShred complies with all applicable legal, regulatory, professional and contractual obligations.

10. Termination

10.1 Upon termination of the Agreement, Customer Data shall remain subject to the Supplier's Terms and Conditions unless otherwise agreed in writing.

10.3 Where Customer Data has been deleted or anonymised in accordance with the Customer's prior written instructions, the Supplier shall have no obligation to reconstruct, recover or restore such data.

Authority to Bind:
Each person signing this Agreement warrants and represents that they are duly authorised to sign this Agreement on behalf of the party for whom they are signing and to bind that party to the terms of this Agreement.

Executed by [NAME OF LAW FIRM] in accordance with section 127 of the Corporations Act 2001 (Cth):

Authority to Bind:
Each person signing this Agreement warrants and represents that they are duly authorised to sign this Agreement on behalf of the party for whom they are signing and to bind that party to the terms of this Agreement.

Executed by [NAME OF LAW FIRM] in accordance with section 127 of the Corporations Act 2001 (Cth):	..... SIGNATURE OF DIRECTOR ..... SIGNATURE OF COMPANY SECRETARY/DIRECTOR
Signed by ARCHIE COURAGE for and on behalf of COCKEREL SOFTWARE LIMITED Trading as FormEvo®	..... A COURAGE Director