

## Terms and Conditions of Use

### 1. Provision of Platform and Services

- (a) Noble 1 Pty Ltd ACN 641 254 604 (**Noble 1, us or we**) agrees to:
  - (i) provide access to the Platform, and provide the Services to the client set out in the Details or in the attached Statement of Works (**Client or you**) and as otherwise agreed between the parties in any future Statement of Works (**Proposal**) in accordance with these terms and conditions (**Terms**);
  - (ii) perform the Services in accordance with the Specifications using qualified personnel in a professional manner in accordance with generally applicable Australian standards and regulations; and
  - (iii) where any service levels are agreed pursuant to a Proposal, use its best endeavours to ensure consistent compliance with such service levels.
- (b) By signing this document or otherwise accepting a Proposal, commencement of the Services or use of the Platform, you confirm you have read, understood and agree to these Terms.

### 2. Client obligations

#### 2.1 Client Data and system capabilities and access

The Client must:

- (a) provide all Client Data required by Noble 1 to allow us to complete the Services as agreed between the parties;
- (b) review information, make decisions and, on an ongoing basis, provide Noble 1 with the information necessary for us to perform the Services;
- (c) provide Noble 1 with true and relevant information regarding the Client and its business;
- (d) have all resources necessary to operate the Platform, including hardware, software, telecommunication resources and internet access acceptable to Noble 1;
- (e) comply with the recommendations of Noble 1 from time to time in relation to the Client's network and use of the Platform and Services including back up routines and virus checking;
- (f) give Noble 1 reasonable access to the Client's network including by installation of any remote support tools and hardware monitoring and reporting tools nominated by Noble 1 from time to time; and
- (g) cooperate with Noble 1, act reasonably and follow Noble 1's directions in connection with these Terms and receipt of the Subscription Software Services

#### 2.2 Restrictions on use

The Client acknowledges and agrees that it will:

- (a) comply with all applicable laws, regulations and codes of conduct;
- (b) comply with any reasonable directions issued by Noble 1 from time to time, including all Documentation relating to the use of the Platform and Noble 1's fair use policies;
- (c) promptly report any errors, defects or malfunctions in relation to the Services or Platform to Noble 1;
- (d) not do anything which is intended or reasonably likely to damage, impair, interrupt or interfere with the provision of the Services or the Platform;
- (e) not alter, modify, decompile, disassemble, reverse engineer, sublicense or change any software that underpins the Services or the Platform or integrate it with or into any other software or create a derivative work from the software by any means;

- (f) not purport to grant to a third party any right to access or use our Services or the Platform except as permitted by Noble 1; and
- (g) use the Platform or Services if the Client or its related bodies corporate are a direct competitor to the Platform or Services, or a sales agent, consultant or distributor for a direct competitor of the Platform or the Services.

#### 2.3 Monitoring, back up and protection of sensitive information

The Client acknowledges that:

- (a) the Client must not resupply the Platform or the Services to third parties, or permit third parties to access the Platform or Services;
- (b) where the Client is hosting any part of the Platform, the Client must backup any Client Data or any other data as often as is necessary to ensure that it can be recovered following an outage of the Platform, and Noble 1 is not responsible for performing backups;
- (c) the Client must ensure that its computer and telecommunications network is secure, and Noble 1 is not responsible for the security of the Client Data or the computer and telecommunications network of the Client;
- (d) the Client must ensure all usernames, passwords and other sensitive information associated with the Platform and the Services are kept secure from unauthorised use or access at all times; and
- (e) the Client must notify Noble 1 if they become aware that there is unauthorised access to the Platform or disclosure of sensitive information including usernames and passwords to unauthorised persons.

#### 2.4 Acknowledgment

The Client acknowledges and agrees that:

- (a) any timeframes given by Noble 1 to the Client in relation to the supply of the Services are estimates only and are not binding on Noble 1;
- (b) the Platform and Services may contain errors and not all errors or problems can or will be corrected;
- (c) Noble 1 is not responsible for the resilience or availability of the communications network over which the Platform and Services are supplied;
- (d) it is the Client's sole responsibility to determine that the Platform and Services meet the needs of its business;
- (e) the Platform and Services may not be available (including at a certain speed) from time to time;
- (f) if the Client does not comply with either of clauses 2.1 or 2.2 then Noble 1 is not obliged to supply the Platform or Services to the Client; and
- (g) if the Client does not have the minimum hardware and communications infrastructure recommended by Noble 1, the Client's ability to utilise the Platform and Services may be diminished.

### 3. Change Requests in relation to Services

- (a) Where the Client wishes to make any change to the Services, provided such change is within the reasonable capacity of Noble 1 to provide, the Client may submit a change request (**Change Request**) to Noble 1. The Change Request must contain sufficient detail for Noble 1 to determine the effect of the requested change on the scope of the Services and the Service Fees (using Noble 1's then current charge rates).

- (b) Within a reasonable period of receiving a Change Request, Noble 1 will provide to the Client a proposal for performing the changes to the Services including:
  - (i) the proposed new Services; and
  - (ii) any revised Service Fees and expenses.
- (c) Noble 1 will have no obligation to make the requested change until the parties have agreed and signed a written agreement specifying, in particular, any changes to the Services and the Service Fees.
- (d) Nothing in this clause 3 restricts the parties from agreeing an expansion of the Services, or increased access to a change to Services or the level of functionality of or access to the Platform by agreeing a revised Proposal or an addendum to an existing Proposal.

## 4. Third Party Software

- (a) The Services may enable the Client to access and use Third Party Software through the integration of Third Party Software with the Platform.
- (b) The Client acknowledges that:
  - (i) the Platform incorporates components of Third Party Software but Noble 1 does not make any representations or provide any warranties whatsoever with respect to the functionality of any such Third Party Software;
  - (ii) Third Party Software is provided to the Client in accordance with the terms and conditions of the licence agreement between the Client and the third party vendor; and
  - (iii) the Client is solely responsible for ensuring that it procures appropriate rights to access and use any such Third Party Software in association with the Services and complies with the terms and conditions applicable to their use.

## 5. Fees and invoicing

### 5.1 Service Fees

- (a) The Client shall pay Noble 1 the Service Fees for the Services.
- (b) Service Fees specified in these Terms and a Proposal are exclusive of GST and other similar taxes and surcharges and net of withholding or other similar taxes.

### 5.2 GST

- (a) If Goods and Services Tax (**GST**) has application to any supply made under or in connection with these Terms, Noble 1 may, in addition to any amount or consideration payable under these Terms, recover from the Client an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Client for the supply by the prevailing GST rate.
- (b) Any additional amount on account of GST recoverable from the Client under this clause shall be calculated without any deduction or set-off of any other amount and is payable by the Client upon demand by Noble 1 whether such demand is by means of an invoice or otherwise.

### 5.3 Invoices

- (a) Within 10 Business Days of the last day of each calendar month or on such other dates as set out in a Proposal, Noble 1 shall issue to the Client an invoice for the Service Fees and charges payable in respect of that period.
- (b) The Client must pay invoices within 14 Business Days of receipt.

### 5.4 Failure to pay

If the Client does not pay the Service Fees on or before the due date, Noble 1 shall be entitled to receive interest on overdue payments of 1% per month and shall be entitled to withhold delivery or part thereof of Services yet to be provided.

### 5.5 Set off

Noble 1 may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Client under these Terms against any amounts payable by Noble 1 to the Client.

## 6. Intellectual Property Rights

### 6.1 Ownership

- (a) The Intellectual Property Rights in the Platform, Documentation and the Services (other than the Third Party Software), including all Improvements to the Platform, are, and shall remain the property of Noble 1, and Noble 1 reserves the right to grant a licence to use the Platform to any other party or parties.
- (b) The Client must do all things that Noble 1 reasonably requires to perfect Noble 1's right, title and interest in and to the Intellectual Property Rights in the Platform.
- (c) The Client shall use reasonable endeavours to prevent any infringement of Noble 1's Intellectual Property Rights in the Platform and shall promptly report to Noble 1 any such infringement that comes to its attention.

### 6.2 Licence

Noble 1 grants to the Client a limited, non-exclusive, royalty-free (subject to payment of the Service Fees), non-transferable licence to access and use the Platform and the Documentation in the form made available by Noble 1 for the Term to the extent necessary to obtain the full benefit of the Services.

### 6.3 Client Data

- (a) All Intellectual Property Rights in the Client Data remain the property of the Client or relevant third parties and nothing in these Terms shall be construed as giving Noble 1 any rights to such Intellectual Property Rights.
- (b) In the event Noble 1 or its personnel are permitted access to or are otherwise provided with Client Data for any reason then, without prejudice to clause 8, Noble 1 and its personnel shall not without the prior written consent of the Client distribute, duplicate, reproduce or any way use (or permit the use of) any Client Data, or, modify, amend or alter the contents of Client Data or disclose or permit the disclosure of the Client Data to any third party without the prior consent of the Client.

### 6.4 Client warranty and indemnity

- (a) The Client warrants that:
  - (i) it owns, or holds any necessary license of, all Intellectual Property Rights in the Client Data; and
  - (ii) in utilising any Client Data, Noble 1 will not infringe, violate or otherwise conflict with any Intellectual Property Rights owned by a third party.
- (b) The Client indemnifies Noble 1 from and against any liability arising out of any claim by a third party that the Client Data violates or infringes any Intellectual Property Rights owned by a third party.

### 6.5 Noble 1 warranty and indemnity

- (a) Noble 1 warrants that:
  - (i) it owns, or holds any necessary license of, all Intellectual Property Rights in the Platform and the Services; and

- (ii) in utilising the Platform and the Services, the Client will not infringe, violate or otherwise conflict with any Intellectual Property Rights owned by a third party.
- (b) Noble 1 indemnifies the Client from and against any liability arising out of any claim by a third party that Noble 1 and any of its Services, or the Platform, excluding any Third Party Software, violates or infringes any Intellectual Property Rights owned by a third party.

## 7. Term, termination and suspension

### 7.1 Term

- (a) This document will commence upon the Commencement Date and will continue for the term set out in the Details or in a Proposal unless terminated under clause 7.2 or as otherwise set out in a Proposal.
- (b) If no term is expressly set out in the Details or in a Proposal, the engagement and this agreement to provide the Services will continue for 12 months and then be terminable by either party on 30 days' notice, provided such notice does not expire before the first anniversary of the date of commencement of the Services.

### 7.2 Termination for cause

In addition to any other rights to terminate set out in these Terms either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due pursuant to these Terms on the date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of these Terms or any licence for Third Party Software and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any term of these Terms or any licence for Third Party Software in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms; or
- (d) the other party suffers an Insolvency Event.

### 7.3 Obligations on termination

- (a) On termination or expiry, each party shall as soon as reasonably practicable:
  - (i) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, storage devices or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party;
  - (ii) permanently delete any proprietary software belonging to the other party from its IT network or its storage devices;
  - (iii) promptly return (within ten days from termination or request) to the disclosing party all tangible Confidential Information (and all copies thereof) of the disclosing party, or upon written request from the disclosing party, destroy such Confidential Information;
  - (iv) cease all further use of the other party's Confidential Information, whether in tangible or intangible form; and
  - (v) return all of the other party's equipment and materials,provided that if a party is required by any law, regulation, or government or regulatory body to retain any documents or

materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

- (b) On termination for any reason, the Client shall immediately pay any outstanding unpaid invoices and interest due to Noble 1. Noble 1 shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Client shall pay these invoices immediately on receipt.

### 7.4 Suspension

Without limiting any other remedy Noble 1 may have under these Terms or at law, Noble 1 may suspend the Client's access to the Platform or provision of the Services at any time including if:

- (a) Noble 1 suspects that the Client has done or may do any of the things described in clause 2.2; or
- (b) a third party alleges that the Client has done or threatened to do any of the things described in clause 2.2.

## 8. Confidentiality and data protection

### 8.1 Information to be kept confidential

- (a) Each party agrees to, and shall ensure each of its officers, employees and contractors:
  - (i) hold in strict confidence all Confidential Information of the other party;
  - (ii) use the Confidential Information solely to perform or to exercise its rights under these Terms; and
  - (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party.
  - (iv) use its best endeavours, including keeping such information in a safe place and implementing adequate security measures, to ensure that all Confidential Information is secure from unauthorised use, disclosure or copying by third parties.
- (b) The obligations in clause 8.1(a) do not apply:
  - (i) to the extent necessary to enable disclosure required by law;
  - (ii) to any disclosure agreed in writing between the parties; or
  - (iii) where the Confidential Information has entered the public domain other than as a result of a breach by the Client of these Terms.

### 8.2 Data protection

- (a) Both parties must comply with all applicable requirements of the Data Protection Legislation.
- (b) Without prejudice to the generality of clause 8.2(a), the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of any personal data to Noble 1 for the duration and purposes of these Terms so that Noble 1 may lawfully use, process and transfer the personal data in accordance with these Terms on the Client's behalf.
- (c) Noble 1 shall notify the Client immediately if it becomes aware of any security incident affecting its network and information systems that could potentially affect the Client and shall respond without delay to all queries and requests for information from the Client about any security incident, whether discovered by Noble 1 or the Client.

### 8.3 Continuation

Each party's obligations under this clause 8 continue after the termination of these Terms.

**9. Limited warranty and exclusion of liability**

**9.1 Limitation of Liability**

- (a) This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and subcontractors) to each other in respect of:
  - (i) any breach of these Terms;
  - (ii) any use made of the Services, or the Platform; and
  - (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- (b) As far as the law permits and unless otherwise specified in these Terms;
  - (i) all liability to a party for any injury, loss damage, cost or expense relating to or arising from these Terms, except to the extent that the injury, loss, damage, cost or expense arises from the negligent act or omission of a party, is excluded;
  - (ii) To the extent permitted by law, Noble 1 expressly disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement;
  - (iii) the Client shall be solely responsible, as against Noble 1, for any actions taken by the Client or its personnel, or any other third party based (wholly or in part) on the results obtained from the use of any Platform or the Services by the Client, including in relation to any data security breach or cyber attack;
  - (iv) Noble 1 shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Noble 1 by the Client in connection with the Services;
  - (v) Except where clause 1(a)(iii) applies in relation to service levels contained in a Proposal, any service levels nominated by Noble 1 from time to time are non-binding targets only however Noble 1 will use best endeavours to meet the service levels;
  - (vi) whilst Noble 1 shall use all reasonable endeavours to assist the Client in complying with any third party licence agreement relating to the Services or the Third Party Software, it shall have no liability for any breach or failure by the Client to perform such obligations;
  - (vii) Noble 1 shall have no liability for, and no obligation to amend, replace or refund, the Client if the Platform ceases to function in accordance with any agreed Specifications to the extent the failure arises from a change to any Third Party Software or another operating or software platform or any change to the terms and conditions implemented by any third party outside of our reasonable control; and
  - (viii) whilst Noble 1 shall use all reasonable endeavours to assist the Client in enforcing its rights with respect to any Third Party Software, where the Platform becomes unavailable due to the failure of any Third Party Software or other third party hosting provider or the Client otherwise has a claim with respect to its use or licensing of any Third Party Software, Noble 1's liability, including under clause 1(a)(iii), will be limited to the extent that such failure was caused, or contributed to, by Noble 1 in breach of these Terms.

**9.2 Mitigation**

Each party must mitigate any loss it suffers as a result of the breach by the other party to these Terms or any warranty or indemnity provided under these Terms.

**9.3 Maximum liability**

- (a) Subject to clause 9.3(b), the total liability of each party arising under or in connection with these Terms will be limited in the aggregate to the total Service Fees payable by the Client in the previous 12 month period.
- (b) Clause 9.3(a) will not limit or exclude the liability of either party for any claim arising from:
  - (i) death or personal injury or damage to property resulting from negligence; or
  - (ii) fraud or fraudulent misrepresentation; or
  - (iii) the deliberate default or wilful misconduct of that party or its employees, agents or contractors;
  - (iv) the non-payment of any Service Fees; or
  - (v) the indemnities contained in clauses 6.4 and 6.5.

**9.4 Consequential Loss**

Neither party, nor its members, managers, officers, employees and agents, shall be liable to the other party for any loss of use, lost or inaccurate data or data corruption, non-compliance with any statutory or legal obligation or deadline, lost profits, failure of security mechanisms, interruption of business, delays or any direct, indirect, special, incidental, reliance or consequential damages of any kind, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

**9.5 Australian Consumer Law**

To the extent that any rights cannot be excluded (including under schedule 2 of the *Competition and Consumer Act 2010* (Cth), then our liability will be limited to, at our election, the re-supply of the Services or the payment of the cost of having the Services supplied again.

**10. Non-solicitation**

- (a) During the term of these Terms and for a period of twelve months after their termination neither party shall, without the prior written consent of the other, solicit, or permit any related entity of that party to solicit, the employment of any person who is employed by the other party or its related entities in the course of developing, supplying, maintaining or supporting the Services or any part of it.
- (b) If a party breaches clause 10(a) then it shall pay to the other party an amount equal to twelve month's salary (excluding any bonus or benefits) for the employee concerned in recognition of the disruption that such inducement has caused to the efficient conduct of the other party's business. The parties agree that this amount represents a genuine estimate of loss resulting from such solicitation.

**11. Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations in a timely manner pursuant to this document if such delay is due to a Force Majeure Event.

**12. Dispute Resolution**

- (a) Neither party may commence court proceedings concerning any dispute between the parties arising out of or in relation to this document (**Dispute**), unless the party starting the proceedings has complied with this clause 12.

- (b) A party claiming that a Dispute has arisen must notify the other party in writing, specifying the nature of the Dispute (**Dispute Notice**).
- (c) Following the Dispute Notice being given, the CEO of both parties must endeavour in good faith to resolve the Dispute within 14 days.
- (d) If the Dispute is not resolved within 14 days of the Dispute Notice being given, the parties must endeavour in good faith to resolve the Dispute by mediation as follows:
  - (i) if the parties fail to agree on the appointment of a mediator within 21 days of the Dispute Notice being given, either party may apply to the President of the Law Society of Queensland or the nominee of the President to nominate a mediator (which nomination the parties must accept);
  - (ii) if the mediator accepts the appointment, the parties must comply with the mediator's instructions;
  - (iii) if the Dispute is not resolved within 21 days of the appointment of a mediator, the mediation ceases;
  - (iv) the parties will be jointly responsible for the fees of the mediation, and each party is to bear its own costs in relation to the mediation;
  - (v) the mediation will be held in Brisbane, Queensland;
  - (vi) the parties may be legally represented at the mediation; and
  - (vii) the mediation will not be bound by the rules of natural justice and may discuss the Dispute with a party in the absence of any other party and their advisers.
- (e) Nothing in this clause prevents a party from seeking urgent interlocutory relief in a court.

## 13. General

- (a) We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- (b) You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- (c) Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- (d) These Terms constitute the entire agreement between you and us on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.
- (e) A right under these Terms may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- (f) These Terms shall be governed by the laws of Queensland, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

## 14. Notices

- (a) A notice, consent or communication under these Terms must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and delivered by hand, sent by prepaid mail or sent by email to that person's address as specified in the Details or a Proposal or as the person notifies the sender.
- (b) A notice, consent or communication is given and received:
  - (i) if it is hand delivered, on the day it is given;

- (ii) if it is sent by post, three business days after posting (if within Australia) or seven business days after posting (if outside Australia); and
- (iii) if it is sent by email, that day, if the time of departure from the sender's mail server is before 5.00pm on a business day, or the next business day in any other case, unless the sender receives an automated message generated by the recipient's mail server (other than an 'out of office' message or other response generated by or at the instigation of the recipient) that the email has not been delivered within two hours.

## 15. Defined terms & interpretation

### 15.1 Defined terms

In these terms:

- (a) **Australian Consumer Law** means schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.
- (c) **Client Data** means all information, materials and other data uploaded by the Client to the Platform or otherwise provided by the Client for the purposes of providing the Services to be stored, transmitted, processed and/or retrieved by Noble 1 in its performance of the Services.
- (d) **Commencement Date** means the date of acceptance of these Terms.
- (e) **Confidential Information** means any information:
  - (i) relating to the business and affairs of a party;
  - (ii) relating to the customers, clients, employees, sub-suppliers or other persons doing business with a party;
  - (iii) relating to these Terms or a Proposal;
  - (iv) relating to the Intellectual Property Rights or Source Code of a party;
  - (v) which is by its nature confidential;
  - (vi) which is designated as confidential by a party; or
  - (vii) which the other party knows or ought to know, is confidential,
 and includes all trade secrets, knowhow, marketing, financial and customer information, forecasts, and strategies and any other commercially valuable information of a party.
- (f) **Data Protection Legislation** means:
  - (i) the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time;
  - (ii) the Australian Privacy Principles (or APPs) contained in schedule 1 of the Privacy Act referred to in (i); and
  - (iii) all other laws, regulations, registered privacy codes, privacy policies and contractual terms applicable in the jurisdiction where the Services are being provided that relate to the processing of personal information.
- (g) **Documentation** means any operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by Noble 1 as part of the Platform and/or the Services.
- (h) **Force Majeure Event** means an act of God, national emergency, terrorist act, sabotage, flood, storm, earthquake, pandemic, epidemic, fire, explosion, civil disturbance, insurrection, riot, war, industrial action, lockout, rebellion, quarantine, embargo and other similar governmental action or

a general and continued energy shortage, power or utilities interruption or failure.

- (i) **Improvement** means any modification, enhancement, extension, adaptation, development of, applications of, mutations, improvement or other technical advance to a technology, material, document, software, or substance in whatever form.
- (j) **Insolvency Event** means any of the following events concerning a party:
  - (i) if an administrator, liquidator, receiver, receiver and manager or other controller is appointed to, or over, any of the property or undertaking of the party;
  - (ii) if the party is unable to pay its debts when they become due and payable;
  - (iii) if the party ceases to carry on business; or
  - (iv) if any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition
- (k) **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether registered, unregistered or unregistrable, including all copyrights, patents, trademarks, service marks, designs, confidential information, trade secrets, know how, data and databases, systems and domain names.
- (l) **Platform** means the web and/or software application known as Noble 1 that has been developed by Noble 1 and utilises or interacts with the Client Data and Third Party Software.
- (m) **Services** means the services to be provided by Noble 1 as specified in the Details, in a Proposal or as otherwise agreed between the parties, and includes the provision of the Platform.
- (n) **Services Fee** means the fee set out in the Details or in a Proposal or if not specified, an amount calculated at Noble 1's usual rates and charges to carry out the Services and reviewed annually.
- (o) **Specifications** means the specifications that relate to the Platform and Services as set out in the Proposal.
- (p) **Statement of Works** means the statement of works attached to these Terms.

- (q) **Source Code** means software written in a form intelligible to trained programmers and capable of being translated into object code through assembly or compiling for operations on computer equipment.
- (r) **Third Party Software** means Intellectual Property Rights in any software or Source Code proprietary to third parties (including open-source software) which are utilised by Noble 1 in the provision of Services or form part of, or interact with, the Platform.

## 15.2 Interpretation

In these Terms:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to these terms) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (h) a reference to '\$' or 'dollar' is to Australian currency; and
- (i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.