PROFESSIONAL SERVICES AGREEMENT

1 APPLICATION OF THIS DOCUMENT

1.1 This Professional Services Agreement ("**PSA**") governs your purchase and receipt of our Professional Services. By executing a Statement of Work ("SOW"), the Professional Services section of the Order Form(s) or any other agreement for Professional Services with ReadiNow that references this Agreement, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions.

1.2 This Agreement sets forth the general terms and conditions under which the Customer may periodically engage ReadiNow to provide certain professional, educational, operational, or technical services ("Services") on a project basis as defined in the SOW(s) and agreed by the Customer and ReadiNow for each engagement.

2 DEFINED TERMS

"**Agreement**" means this Professional Services Agreement and any addenda.

"**Change Order**" means any change to a SOW or the Professional Services section of the Order Form(s) signed by the Customer and ReadiNow.

"**Confidential Information"** means all information exchanged between the parties in relation to this Agreement, in whatever form, that is designated by the Party disclosing the information (Disclosing Party) as confidential, or which the Party receiving the information (Receiving Party) knows, or ought reasonably to know, is confidential. Confidential Information includes Customer Data, Intellectual Property, ReadiNow Software, Trade Secrets, Content and the terms of this Agreement and an Order Form (including pricing, technology, technical information and designs). Confidential Information does not include information that is developed by a Party on its own without reference to the other Party's Confidential Information, or that becomes publicly known other than as a result of a breach of this Agreement.

Consequential Loss means an indirect, special, incidental, reliance or consequential damages of any kind, (including lost profits, opportunity, business, revenue, anticipated savings, contracts, third party costs, special or exemplary or punitive damages, penalties, goodwill or reputation, however caused, whether in contract, tort or under any other theory of liability), regardless of the form of action, not arising naturally and according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.

"**Deliverables**" means a deliverable described under a Statement of Work or the Professional Services section of Order Form(s).

"Force Majeure" means an event, or a series of related events, that are outside the reasonable control of the Party affected, including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, Malicious Code, power failures, industrial disputes affecting any third party, changes to applicable law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.

"**Online Subscription Services**" means any online, web-based services made available by ReadiNow to Customer under a separate agreement.

Order Form means the document setting out the purchase of Online Subscription Services by the Customer as executed between the Customer and ReadiNow from time to time.

"**Professional Services**" means any reports, analyses, development or other work results which have been delivered by ReadiNow to Customer within the framework of fulfilling obligations under the SOW.

"**Spam**" means unwanted or unsolicited bulk emails, postings contacts, contact requests, SMS or instant messages.

"**Statement of Work**" or "**SOW**" means a statement of work describing the services to be provided (including scope of service, Deliverables, time periods and payment terms), that is entered into between Customer and ReadiNow or which is incorporated into the Professional Services section of an Order Form(s).

3 PROFESSIONAL SERVICES

3.1 ReadiNow will provide Customer the Professional Services specified in each SOW or the relevant Professional Services section of the Order Form(s). Notwithstanding any language to the contrary in the Order Form, all Professional Services purchased under Order Form(s) are purchased separately from the Online Subscription Services and all reference to Order Forms herein shall not apply in any way to any Online Subscription Services including without limitation, with respect to payment and obligation and termination rights.

3.2 Nothing in this Agreement restricts or prevents ReadiNow from providing similar Professional Services to any other party.

4 CUSTOMER'S RESPONSIBILITIES

4.1 Customer agrees to:

(a) co-operate and allocate sufficient resources in a professional manner and reasonable timeframe;

(b) allocate a primary point of contact, responsible for the project management of this Agreement;

(c) agree to collaborate using online application sharing for the provision of the services remotely;

(d) where Professional Services are performed at the Customer's premises, provide amongst other things, workspace, computer equipment and telecommunication facilities necessary for ReadiNow to perform its obligations under this Agreement at no cost to ReadiNow;

(e) not engage in activity that is misleading or deceptive;

(f) not infringe upon the intellectual property rights of others by sharing unauthorized copyright material;

(g) not send spam;

(h) not engage in conduct that violates the privacy or data protection rights of others;

(i) not do anything illegal;

(j) not engage in activity that is harmful to others such as transmitting viruses, malware, stalking, or posting terrorist content;

(k) not engage in any activity that exploits, harms or threatens to harm children; and/or

(l) not publicly display or use Services to share inappropriate material such as nudity, pornography, graphic violence, cruelty to animals, bestiality, or criminal activity.

4.2 Customer agrees that its obligations under section 4.1 are fair and reasonable and that ReadiNow may from time to time advise of other requirements that are critical to the performance of its obligations under this Agreement. Customer agrees that any delay in Customer's obligations under section 4.1 may cause delays in the performance of ReadiNow's Professional Services and result in additional Fees being charged.

4.3 Any delays caused to ReadiNow by the Customer may result in additional fees for resources and any timescales shall be amended accordingly.

4.4 ReadiNow reserves the right to take appropriate actions if the Customer is engaged in or facilitating any activity which is illegal, infringing on third party rights, a harmful activity, or in the sharing of inappropriate material.

5 DELIVERABLES AND CHANGE ORDERS

5.1 **Delivery** - ReadiNow will provide the Professional Services, including any Deliverables as defined in the SOW. Where expressly stated on a SOW Deliverables will be subject to acceptance procedures, then the following sections 5.2 to 5.4 apply.

5.2 **Acceptance of Deliverables** - Customer will review and test all Deliverables to satisfy itself of compliance with the relevant Statement of Work and/or the Professional Services section of the Order Form(s). If the Customer acting reasonably, identifies any non-compliance in the Deliverables, the Customer must provide ReadiNow written notice describing with sufficient detail the non-compliance within 5 days. If Customer does not provide such notice, then Customer will be deemed to have accepted the Deliverable.

5.3 **Updating Deliverables** - Upon receipt of a notice described under section 5.1 above, ReadiNow will use commercially reasonable efforts to respond to the Customer within a reasonable time and where practicable in its discretion either rectify any non-compliance or provide the Deliverables again. The Customer agrees to review the Deliverable.

5.4 **Change Orders** - Customer may request in writing to vary the terms of the SOW or the Professional Services section of the Order Form(s). Changes will not be implemented until a written Change Order has been mutually agreed and signed by both parties.

6 PRIVACY

6.1 ReadiNow may have the need to collect information from the Customer in order to meet the Customer's needs supplying professional services. Any such information collected will be used only for providing professional services and will abide by the legislation and regulations of the Privacy Act Cth Australia 1988.

7 PROPRIETARY RIGHTS

7.1 **Intellectual Property** – Each party retains its intellectual property except such licenses as may be required for ReadiNow to perform its obligations hereunder.

7.2 **Grant of Copyright in Deliverables** – Subject to Customer's payment of the applicable fees due to ReadiNow, Customer shall own all copyright to the portion of Deliverables that consists solely of written reports, analyses and other working papers prepared and delivered by ReadiNow to Customer in the performance of its obligations under the relevant SOW.

7.3 **Grant of Licence Rights in Deliverables** – For the portion of Deliverables that consists of design, development, subject to Customer's compliance with this Agreement, and payment of fees due under an applicable SOW or Order Form(s), ReadiNow grants to the Customer, for the term of this Agreement, a non-exclusive, non-sublicensable, non-transferable licence to make use of the Deliverables for Customer's internal business purposes. All proprietary rights remain the property of ReadiNow and ReadiNow reserves its Intellectual Property Rights under this Agreement. Nothing in this Agreement restricts or limits ReadiNow from developing or making any use of the Deliverables for any other purpose. This licence granted in this section does not apply to 1) Customer furnished materials, and 2) any other Products or items licensed, or otherwise provided, under a separate agreement.

8 CONFIDENTIALITY

8.1 **Confidential Information** – Each party retains all ownership rights in and to its Confidential Information. The Receiving Party must not, without the prior written approval of the Disclosing Party, use or disclose the Disclosing Party's Confidential Information for any purpose outside of the scope of this Agreement. The Receiving Party may only disclose Confidential Information to those members of its Personnel that need to know to exercise any of its rights under the Agreement.

8.2 **Compelled Disclosure** – A Party is not in breach of section 8.1 in circumstances where it is legally compelled to disclose the other Party's Confidential Information, including pursuant to the listing requirements of any recognised stock exchange. Before disclosing any Confidential Information in reliance on this section 8.2, the Receiving Party will provide notice to the Disclosing Party, if legally permitted to do so, and allow the Disclosing Party reasonable time to take steps to resist if it wishes to do so.

9 PROFESSIONAL SERVICES FEES

9.1 **Fees** – Professional Services are provided on either a time-and-materials or fixed fee basis as provided in an SOW or Order Form(s). If no rate is specified in either documents, then ReadiNow standard rates in effect at the time the SOW is executed will apply.

9.2 **Fee Estimates** – ReadiNow may provide good-faith fee estimates to assist the Customer with budgeting for the Professional Services, ReadiNow does not guarantee that Professional Services will be completed for the estimated amount; which may be higher or lower. If estimated fees has been expended, ReadiNow will continue at the same rates and terms or provide the Customer with a Change Order. If the estimate value is reached and further time or resources are required, for instance for unforeseen circumstances or problems, ReadiNow will inform the Customer and seek an agreed increase in Fee Estimates before expending any further time and resources. If the Fee Estimate is above the actual costs, the Customer will only be charged for actual costs. Request for Professional Services must be for a minimum of 4 hours on one day, and for a period greater than 4 hours on one day, then one full day will be calculated.

9.3 **Invoicing** – Charges for time-and-materials engagements will be invoiced at the end of each month in arrears unless otherwise stated in the SOW, with payment terms being 14 days from the date of invoice. Charges for fixed fee engagements will be invoiced in advance with the first 50% to be paid before commencement of the Services in the relevant SOW and the final 50% on completion of the Services in the relevant SOW, or as provided in the SOW or relevant Order Form(s). If any invoiced amount is not received by the due date, then without limiting ReadiNow's rights and remedies, a) those charges may accrue late fee interest rate of 2% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, and /or b) future purchases of Professional Services may be on payment terms shorter than those specified in the relevant invoice.

9.4 **Incidental Expenses** – Any reasonable travel and out-of-pocket expenses incurred in connection with Professional Services will need to be reimbursed by the Customer. If an estimate is provided in the applicable SOW, then ReadiNow will not exceed such estimate without the Customer's written consent.

9.5 **Tax Excluded** – All fees do not include any taxes, duties or levies or similar governmental assessments of any nature, including value–added, sales, use or withholding taxes assessable by any jurisdiction whatsoever (collectively described as "Taxes"). Customer is responsible for payment of all such Taxes.

9.6 **Suspension of Services** – In the event that invoices or Fees are not paid by the agreed dates above, and there is no disputed resolution in progress, a notice will be served allowing the Customer 10 days to rectify the breach. In the event the Customer does not rectify the breach within that time period, ReadiNow may at its own discretion suspend all activities for the Customer, until payment is received.

10 INSURANCE

10.1 Each party will maintain and keep in effect (at each Party's own expense) all insurances relevant to their performance obligations under this Agreement. Such insurances may include amongst others, business and commercial, professional services, public liability and worker's compensation. Upon request from the other Party, Customer and ReadiNow agree to provide each other copies of all relevant insurance certificates of currency.

11 WARRANTY

11.1 ReadiNow warrants that the Professional Services will be performed in a professional manner in accordance with generally accepted industry standards applicable to the services being delivered. In the event of any breach, the Customer's exclusive remedy and ReadiNow's entire liability will be the re-performance of the applicable Professional Services, which will be the sole remedy of Customer in respect of the warranty. These remedies apply if a claim is made under the foregoing warranty within 30 days of performance of such Professional services.

11.2 **Disclaimer** – This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of satisfactory quality or merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

12 INDEMNIFICATION

12.1 Each Party (**Indemnifying Party**) indemnifies and holds harmless the other Party (**Indemnified Party**) in respect of any Loss suffered in connection with: (a) any breach of law arising out of any breach of this Agreement or any SOW or Order Form; (b) any Claim by any third party arising from a grant of any licence of any Intellectual Property Rights by the Indemnifying Party under this Agreement, SOW or any Order Form, alleging that any use under that licence infringes the Intellectual Property Rights of any person (**IPR Claim**); (c) any breach of any obligation of confidence or privacy by the Indemnifying Party (including any breach of Confidentiality or Privacy).

12.2 A Party seeking to rely on an indemnity under this Agreement must: (a) promptly give the Indemnifying Party written notice of the Claim; (b) give the Indemnifying Party sole control of the defence and settlement of the Claim, except that the Indemnifying Party may not settle any Claim unless the settlement unconditionally releases the Indemnified Party from all liability in respect of the Claim; and (c) provide all assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's cost.

12.3 The indemnities given by each Party under this section, are independent of the Party's other obligations arising out of this Agreement, SOW or relevant Order Form(s) and survive termination or expiry of the Agreement.

12.4 Each Party must take reasonable steps to mitigate any Loss it incurs in connection with this Agreement including any matter the subject of an indemnity.

12.5 **Exclusive Remedy** – This section sets out the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy in respect of any indemnifiable Claim.

13 LIMITATION OF LIABILITY

13.1 **Limitation of Liability** – Except to the extent otherwise expressly provided in this section, the aggregate liability of each Party (whether under statute, in contract or in tort, including for negligence, or otherwise) will not exceed any direct damages incurred by the other Party in connection with this Agreement, SOW or any Order Form up to the amount paid by Customer for the Professional Services that is the subject of the claim under the applicable SOW or Order Form. The

above limitation will apply regardless of the basis of the claim or any theory of liability. However, the above limitations will not limit Customer's payment obligations as listed in the Professional Services Fees section 9 above.

13.2 Neither Party will be liable to the other Party (or to any person or entity claiming through such other Party) for the other Party's Consequential Loss arising out of or in any manner connected with this Agreement or the subject matter hereof, regardless of the form of action and whether or not such other Party has been informed of, or otherwise might have anticipated, the possibility of such Loss. The limitations of liability set forth in this section 13 shall not apply to, or take into account, damages, stemming from personal injury, death, or, arising from a Party's breach of its obligations with respect to Intellectual Property set out in this Agreement.

14 TERM AND TERMINATION

14.1 **Term** – This Agreements commences on the effective date as stated in the SOW and will remain in effect until the completion of the relevant SOW engagement or until terminated in accordance with this section.

14.2 **Termination for Cause** – A party may terminate this Agreement and/or any SOW or Order Form for cause a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or b) if the other party becomes insolvent, or a petition in bankruptcy or any other proceeding relating to liquidation, receivership or assignment for the benefit of creditors.

14.3 **Effects of Termination** – Upon termination of an SOW, or Order Form, Customer must pay in accordance with section 9 of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent of completion basis, as appropriate). In the event Customer has pre-paid any fees for Professional Services not yet received at the time the SOW has been terminated for cause by the Customer, then ReadiNow will refund such pre-paid fees. In the event ReadiNow terminates an SOW or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW.

15 FORCE MAJEURE

15.1 A Party is not liable for any delay or failure to perform its obligations (except an obligation to pay money) pursuant to this Agreement, SOW or any Order Form to the extent that such delay or failure is due to a Force Majeure.

15.2 A Party that becomes aware of a Force Majeure which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (a) promptly notify the other Party; and (b) inform the other Party of the period for which it is estimated that such failure or delay will continue.

15.3 If an event of Force Majeure prevents the delivery of the Professional Services by ReadiNow, then Customer may suspend the applicable Fees charged by ReadiNow for the applicable period of the Force Majeure event. If an event of Force Majeure continues for a period exceeding 30 days, either Party may terminate the applicable SOW or Order Form immediately by giving the other Party written notice. If termination proceeds then all Fees due up to the time of the event will be due and payable and all Fees paid to date at the time of the event will be non-refundable. Future Fees or outstanding future invoices for the remaining of the term will be deemed non-payable.

16 GENERAL PROVISIONS

16.1 **General** – No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by a duly authorised representative of each party to this Agreement. This Agreement constitutes the Entire Agreement with the inclusion of any SOWs for work. This Agreement supersedes any prior Agreement, written or oral discussion of Services. The Customer has not relied on any statement or representation or warranty, understanding, undertaking, promise or assurance other than those stated in this Agreement or included SOW.

16.2 **Order of Precedence –** In the case of conflict between the SOW/Order Form and the terms of this Agreement, the SOW/Order Form shall normally take precedence. However, to the extent that the SOW contains terms that conflict with terms in this Agreement pertaining to intellectual property, proprietary rights, indemnification, warranty, (including remedies and disclaimers), and/or limitation of liability, the conflicting terms in the SOW shall supersede those in the Agreement only if the SOW clearly indicates that the parties are intentionally overriding the terms of this Agreement solely for purpose of such SOW.

16.3 **Subcontractors –** ReadiNow may use the services of subcontractors for performance of Professional Services under this Agreement, provided that ReadiNow remains responsible for the overall performance of the Services as required under this Agreement.

16.4 **Publicity –** Neither Party may make or authorise a press release or other public statement relating to this Agreement or the relationship between ReadiNow and Customer without the other Party's prior written consent.

16.5 **Assignment –** Customer may not assign any or all of its rights under this Agreement, SOW or any Order Form without the prior written consent of ReadiNow (such consent not to be unreasonably withheld) ReadiNow will not be obliged or required to provide its consent in the event Customer proposes to assign any or all of its rights under this Agreement or any Order Form to a party who is in ReadiNow's opinion a Competitor. ReadiNow may novate this Agreement by providing the Customer 30 days' prior written notice of such novation or assignment.

16.6 **Jurisdiction –** This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the Parties agree to submit to the exclusive jurisdiction of the courts and tribunals of the State of New South Wales in Australia.

16.7 **Waiver** – No failure or delay by ReadiNow in exercising any right under this Agreement will constitute a waiver of that right.

16.8 This Agreement together with the applicable Statement of Work or Order Form contains the entire agreement between the parties about its subject matter. Any previous understanding, proposal, agreement, representation or warranty (whether written or oral) relating to that subject matter is replaced by this

Agreement and the applicable Statement of Work or Order Form and has no further effect.

16.9 **Severability** – If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

16.10 **Surviving Provisions –** The following sections will survive any termination or expiration of this Agreement. Proprietary Rights, Confidentiality, Warranty, Disclaimer, Indemnification, Limitation of Liability, Term and Termination, General Provisions.