

END USER LICENCE AGREEMENT

This End User Licence Agreement (**Agreement**) is a binding agreement between you (**Hemisphere Digital Client**) and Wejugo Pty Ltd trading as Hemisphere Digital ABN 35 601 123 522 of Bay 8, 6 Middlemiss Street, Lavender Bay, 2060 NSW, Australia (**Hemisphere Digital**) for access and use of the Service.

By clicking on the "Accept" button, or by accessing and using the Service, you are entering into, and agreeing to be bound by the terms of this Agreement, on behalf of Hemisphere Digital Client. You represent and warrant that you are employee or agent of Hemisphere Digital Client and have the right, authority and capacity to accept and agree to this Agreement on behalf of Hemisphere Digital Client. If you do not agree with any provisions of these terms, you should immediately cease accessing and using the Service.

1 LICENCE

- (a) Subject to the terms and conditions of this Agreement (including, without limitation, receipt by Hemisphere Digital of all fees owed by you), Hemisphere Digital grants each of your Authorised Users a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable limited licence (**Licence**), during the term of this Agreement and within Australia, to access and use the Service and the Documentation solely for the Approved Purpose.
- (b) You will be fully responsible for the use of the Service by each Authorised User and any failure of an Authorised User to comply with the terms of this Agreement or any law, regulation and standard that apply to such use.

2 RESTRICTIONS

You must not and procure that Authorised Users do not:

- (a) use the Service for any purpose other than for the Approved Purpose, or otherwise permit access to the Service or any Documentation by any other person;
- (b) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of any aspect of any of the Service by any means;
- (c) modify or alter the Service or any Documentation;
- (d) sell, resell, sublicense, transfer, assign, rent, distribute or otherwise commercially exploit or make available the Service or any Documentation to any third party;
- (e) be involved in development or commercialisation of any product or service which competes with the Service (or any aspect thereof);
- (f) interfere in any manner with the Service, including by uploading any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is potentially harmful or invasive, or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;

- (g) access or attempt to access any data on the Service that is not owned by, or provided on behalf of, the relevant party without the authorisation of the owner of that data;
- (h) copy or reproduce the Service by any means or in any form without Hemisphere Digital 's prior written consent;
- (i) remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks of Hemisphere Digital or its affiliates, partners, suppliers or licensors on or in the Service or any Documentation;
- (j) submit or transmit through the Service any material, or otherwise engage in any conduct that is:
 - (i) contrary to law, defamatory or is contrary to moral standards; or
 - (ii) victimises or degrades, or is threatening or harassing to any individual or group of individuals;
- (k) infringe any third party's Intellectual Property Rights;
- (l) breach any laws and regulations that apply to your business and data, including laws, regulations and industry standards concerning privacy and data protection in connection with access to or use of the Service; or
- (m) permit, encourage or take any action to facilitate any person to do any of the foregoing.

3 MODIFICATIONS AND AVAILABILITY

- (a) From time to time Hemisphere Digital may, but is under no obligation to, offer Modifications. Any such Modification will become part of the Service and the Authorised Users' rights to use the Modification will be governed by the terms of this Agreement. Any reference to the Service in this Agreement will include all Modifications from time to time.
- (b) Hemisphere Digital is under no obligation to perform, make or develop any specific enhancements to or customisation of the Service.
- (c) You acknowledge and agree that there will be circumstances where the Service may be unavailable or its availability may be limited, including (without limitation):
 - (i) due to routine or emergency maintenance;
 - (ii) updates, upgrades or changes and operational procedures; or
 - (iii) technical malfunctions of your underlying software, equipment, services or infrastructure (e.g., telecommunications connectivity, network congestion or delays) or any third-party provider in connection with the provision of the Service.

- (d) Hemisphere Digital may temporarily restrict or suspend the availability of the Service to the Authorised Users if:
 - (i) you fail to meet any payment obligations to Hemisphere Digital in relation to the Service under this Agreement;
 - (ii) at any time the Service is misused or used by an unauthorised user; or
 - (iii) in Hemisphere Digital 's reasonable opinion, limitation or suspension is necessary for reasons of public safety, security or maintenance of the Service, inoperability, data protection or to perform other work that Hemisphere Digital deems necessary for operational or technical reasons.
- (e) In order to provide the Service, Hemisphere Digital may utilise or link to Third Party Libraries, Data Sets and Platforms. You acknowledge and agree that Hemisphere Digital has no control over and is not responsible or liable for:
 - (i) the availability and accuracy of such Third Party Libraries, Data Sets and Platforms; or
 - (ii) your use of any Third Party Libraries, Data Sets and Platforms.
- (f) You acknowledge that Hemisphere Digital may be required to comply with terms and conditions imposed by the owners of any Third Party Libraries, Data Sets and Platforms and will enter into and comply with any terms and conditions notified by Hemisphere Digital in relation to such Third Party Libraries, Data Sets and Platforms from time to time.

4 SUPPORT SERVICES

Hemisphere Digital will provide technical support in connection with the Authorised User's use of the Service during Support Hours. An Authorised User may initiate a helpdesk ticket during Support Hours emailing support@hemisphere.digital. Hemisphere Digital will use commercially reasonable efforts to respond to all helpdesk tickets within two business days. Hemisphere Digital will provide the support services via email or telephone only and nothing in this Agreement requires Hemisphere Digital to provide onsite support other than as expressly agreed in writing between the parties.

5 FEES

- (a) In consideration for the Licence granted under this Agreement, you agree to pay the fees together with any taxes for use of the Service in accordance with the Fee Schedule (which is incorporated in this Agreement by reference).
- (b) Hemisphere Digital may change the fees for the Service from time to time and will communicate any price changes to you at least [30 days] in advance. If you do not agree with a fee change, you have the right to reject the change and terminate this Agreement by giving Hemisphere Digital written notice prior to the fee change taking effect. You will be deemed to have agreed to

the new fee if Hemisphere Digital does not receive your written notice on termination of this Agreement in accordance with this clause 5(b).

6 DATA AND CONTENT

- (a) You are solely responsible for all of Your Data, including in respect of the accuracy, reliability, completeness, integrity, compliance with applicable law and your rights to use Your Data, including rights in relation to:
 - (i) any Intellectual Property Rights of any third party; and
 - (ii) any Personal Information.
- (b) You must ensure that you have all necessary rights, approvals and consents required for Hemisphere Digital to collect, use, store, copy, transfer and modify Your Data as required for the Service to be used by the Authorised Users in accordance with this Agreement. You indemnify Hemisphere Digital for any loss that Hemisphere Digital may suffer in connection with such activities directly relating to Hemisphere Digital's use of Your Data for these purposes to the maximum extent permitted by law.
- (c) Hemisphere Digital will take all commercially reasonable measures in accordance with industry practice and applicable law to preserve the integrity of Your Data and to prevent any material corruption or loss of Your Data. Except as otherwise expressly set out in this Agreement or required by law, Hemisphere Digital will not in any circumstances be responsible or liable for any loss of Your Data.
- (d) The Intellectual Property Rights, title and any other interest in Your Data is permanently and irrevocably vested in you. You grant to Hemisphere Digital a non-exclusive, royalty-free, worldwide licence during the term of this Agreement to access, process, copy, and use Your Data in any way solely in conjunction with the performance of its obligations in connection with this Agreement.
- (e) Hemisphere Digital will have the right to use anonymised, aggregated usage data derived from the use of the Service by you which must not include any Personal Information for marketing, research and other lawful purposes. To the extent that any reformatting of Your Data in connection with the performance of the Service constitutes a modification or derivative work, you grant to Hemisphere Digital a right to make modifications and derivative works.
- (f) Hemisphere Digital will have the right (but not the obligation) in its sole discretion to reject, remove or delete any of Your Data that violates any of the terms of this Agreement or any applicable law or regulation, or is, in the sole discretion of Hemisphere Digital, inappropriate, unlawful or not conforming with Hemisphere Digital's standards or policies. Hemisphere Digital will notify you as soon as practicable following any such rejection, removal or deletion.

7 INTELLECTUAL PROPERTY

- (a) Each party will continue to exclusively own all Intellectual Property Rights it owns as at the date of this Agreement, or which are developed or created independently of this Agreement (**Background IPR**).
- (b) Hemisphere Digital You acknowledge and agree that all right, title and interest in and to:
 - (i) the Service and the Documentation and all Modifications thereto;
 - (ii) any software, applications, inventions or other technology developed in connection with this Agreement; and
 - (iii) all Intellectual Property Rights related to any of the foregoing,is owned exclusively by Hemisphere Digital.
- (c) You agree that the Service is licenced, not sold to the Authorised Users and that neither you nor any of the Authorised Users is granted any ownership of the Service, including any Intellectual Property Rights, other than the Licence granted to the Authorised Users under this Agreement.
- (d) You may choose, at your sole discretion, to submit Feedback. Hemisphere Digital in connection with any of its products or services may, without notification and without consultation with you, freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Hemisphere Digital's right to independently use, develop, evaluate, enhance, or market products or services, whether incorporating any such Feedback or otherwise.
- (e) Except as expressly set forth herein, neither party grants to the other any right, title or interest in any of its Intellectual Property Rights, and all implied rights and licences are hereby expressly excluded.

8 PRIVACY

- (a) By using the Service the Authorised Users may provide Hemisphere Digital with Personal Information. This may occur, for example, if Hemisphere Digital records information about the Authorised Users and the use of the Service, or if the Authorised Users enter information relating to third parties while using the Service. Where the Authorised Users provide Hemisphere Digital with Personal Information, you must ensure that:
 - (i) the Authorised Users are permitted to provide Hemisphere Digital with that Personal Information;
 - (ii) the Authorised Users have made any disclosures or obtained any consents necessary under any applicable privacy law and will comply with all applicable legal obligations relating to privacy, security, integrity, and confidentiality of data collected from a third party; and

- (iii) you will, at a minimum, implement and maintain appropriate administrative, technical, and physical safeguards reasonably designed to ensure against any anticipated threats or hazards to the security or integrity of the Personal Information and protect against unauthorised access to or use of the Personal Information.
- (b) Hemisphere Digital will implement and maintain commercially reasonable and appropriate technical, administrative, and physical safeguards and security measures designed to prevent any unauthorised release, access to or publication of Personal Information to comply with applicable law and will facilitate data security obligations with respect to Personal Information in Hemisphere Digital's possession or control to the extent that you are required to comply with the *Privacy Act 1988* (Cth). Hemisphere Digital's privacy policy sets out Hemisphere Digital's collection, use and disclosure practices in relation to personal information and can be accessed at <https://hemisphere.digital/privacy/>.
- (c) By using the Service and as part of this Agreement, you consent to Hemisphere Digital using e-mail, fax or other means of communication to provide you with information regarding the Service or other services that may be provided to you.

9 ACCESS AND SECURITY

- (a) You must ensure that:
 - (i) only Authorised Users access the Service using a unique user identification name and password to access to and use the Service (**User ID**); and
 - (ii) each Authorised User maintains the safety and security of their User ID. You must maintain a current list of all Authorised Users and provide it to Hemisphere Digital on request.
- (b) Hemisphere Digital reserves the right to monitor the use of the Services by Authorised Users to ensure compliance with this Agreement and prevent unauthorised use or misuse of the Service. Such monitoring may include, but is not limited to, determining whether or not the Service is accessed under the account from multiple computers as well as monitoring whether the use exceeds the number of Authorised Users.
- (c) You must notify Hemisphere Digital immediately if any User ID is lost, stolen or compromised or you become aware of any unauthorised use of the User ID. Hemisphere Digital may temporarily restrict or suspend access to the Service through the notified User ID until a new User ID is issued. The parties agree to work together to minimise the impact and consequences of the unauthorised use and to recommence access to the Service as expeditiously as possible.
- (d) You acknowledge that you are fully responsible of all acts or omissions of your Authorised Users and for all liabilities incurred through use of any User ID and that any acts or omissions under a User ID will be deemed to have

been undertaken by you. Hemisphere Digital will not be responsible for any liability to you arising out of or in connection with such acts or omissions.

10 TERM AND TERMINATION

- (a) This Agreement commences on your acceptance of its terms and conditions and expires at the conclusion of the term defined within the Subscription Package.
- (b) Where you have agreed to an automatic renewal of the Subscription Package, the term shall automatically renew under the same terms agreed in the Subscription Package unless notice is received not less than [14] days prior to the end of the expiring term.
- (c) Without limiting the generality of any other clause of this Agreement, any party (**Terminating Party**) may terminate this Agreement having immediate effect by written notice to the other party if the other party:
 - (i) is in breach of any material term of this Agreement and such breach is not remedied within [14] days of written notice by the Terminating Party; or
 - (ii) is wound up, has an administrator appointed to it, a receiver appointed to any of its assets, enters into any arrangement, assignment or composition with any of its creditors or any of them or becomes insolvent; or
 - (iii) ceases to carry on its business.
- (d) Hemisphere Digital may terminate this Agreement immediately by written notice to you if you breach any of clauses 1, 2, 7, 9, 14 or 15.1(a).
- (e) `
- (f) Upon any termination of this Agreement:
 - (i) you must procure that each Authorised User immediately stops using the Service and pay any fees and other amounts owing to Hemisphere Digital under this Agreement before such termination;
 - (ii) all rights and licences granted under this Agreement will immediately terminate and Hemisphere Digital will cease making the Service available to the Authorised Users;
 - (iii) all documents and materials containing confidential information must be, at no cost to the providing party, returned to the providing party within [30 days] after termination or destroyed at the request of the providing party; and
 - (iv) Hemisphere Digital reserves the right, in its sole discretion, to delete Your Data after termination of this Agreement. It is your sole responsibility to retain records of Your Data.

- (g) Clauses 2, 5, 6 to 8, 10(f), 10(g), 11 to 14 and all other clauses intended by their nature to survive termination of this Agreement will survive any termination of this Agreement.

11 DISCLAIMER

- (a) Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied or imposed by legislation which cannot lawfully be excluded, restricted or modified (each a **Non-Excludable Term**). Such legislation includes the *Competition and Consumer Act 2010* (Cth) which contains guarantees that protect the purchasers of goods or services in certain circumstances.
- (b) Subject to Hemisphere Digital's obligations under the Non-Excludable Terms and to the fullest extent permitted by law, Hemisphere Digital provides the Service 'as is' and expressly excludes all guarantees, warranties or conditions of any kind with respect to the services under this Agreement, whether express, implied, statutory or arising out of course of performance, course of dealing or usage of trade, including any warranties of merchantability, fitness for a particular purpose, reliability, satisfactory quality, accuracy, title or non-infringement of third-party rights.
- (c) Hemisphere Digital does not guarantee any specific results from the use of the Service. Hemisphere Digital excludes all warranties that the Service will be uninterrupted, free of viruses or other harmful code, timely, secure or error-free.

12 LIMITATION OF LIABILITY

- (a) Subject to the obligations of Hemisphere Digital under the Non-Excludable Terms and to the fullest extent permissible by law, Hemisphere Digital, its associated or related entities or suppliers will not be liable (whether in contract, negligence or otherwise) to you or any third party:
 - (i) for any indirect, consequential, exemplary, punitive, special or incidental damages, including any damages (whether direct or indirect) for lost data or lost revenue or profits, arising from or relating to the Service, even if Hemisphere Digital knew or should have known of the possibility of such damages; or
 - (ii) for any indirect, consequential, exemplary, punitive, special or incidental damages, including any damages (whether direct or indirect) in each case, arising out of the use or inability to use the Service even if Hemisphere Digital has been advised of the possibility of such damages or if such damages are foreseeable.
- (b) Subject to the obligations of Hemisphere Digital under the Non-Excludable Terms and to the fullest extent permissible by law, in no event will Hemisphere Digital's aggregate liability for all damages exceed the amount of fees paid by you under this Agreement during the period of 3 months prior to the event giving rise to such liability.

- (c) To the fullest extent permitted by law, the liability of Hemisphere Digital for breach of a Non-Excludable Term is limited to one or more of the following, at Hemisphere Digital's option:
 - (i) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of such goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) if the breach relates to services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

13 INDEMNITY

- (a) You indemnify, defend and hold harmless Hemisphere Digital, its directors, officers, employees, agents and contractors, from any and all liabilities, losses, damages, expenses and costs, including legal fees on a full indemnity basis, in connection with any of the following:
 - (i) any breach of this Agreement by you or your Authorised Users;
 - (ii) your negligent acts or omissions or negligent acts or omissions of your Authorised Users;
 - (iii) the use or misuse of login credentials of the Authorised Users under this Agreement;
 - (iv) use or misuse of the Service by you or your Authorised Users, including any third-party claims made in connection with, or arising out of, use or misuse of the Service by you or your Authorised Users; and
 - (v) any bona fide claim in writing that use of Your Data by Hemisphere Digital infringes the Intellectual Property Rights of a third party.
- (b) Subject to this Agreement, Hemisphere Digital indemnifies, defends and holds you and your Authorised Users harmless from and against any and all loss, damages, and liability (including attorney's fees) of any kind arising from or in connection with Hemisphere Digital's breach of this Agreement.

14 CONFIDENTIALITY

- (a) Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this Agreement, any Confidential Information of the other

party. You must ensure that each Authorised User complies with the obligations of confidence imposed on you by this clause 14.

- (b) These obligations of confidence extend to Confidential Information provided to or obtained by a party and each Authorised User prior to the effective date of this Agreement.
- (c) These obligations of confidence do not apply to Confidential Information:
 - (i) that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence; or
 - (ii) that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.
- (d) Notwithstanding anything to the contrary in this Agreement, either party may disclose Confidential Information of the other party where such Confidential Information:
 - (i) is required to be disclosed by applicable law, by a court or governmental agency, provided that, prior to disclosing any such Confidential Information, the party making the disclosure has promptly notified the other party in writing to allow that party to take all reasonable steps to maintain such Confidential Information in confidence; or
 - (ii) is required to be disclosed in accordance with the rules of any stock exchange upon which the securities of the party making the disclosure are listed.
- (e) On request by the party disclosing the Confidential Information the party receiving the Confidential Information must:
 - (i) promptly return or destroy (at the option of the disclosing party) the Confidential Information and any copy of it; and
 - (ii) if required by the disclosing party, certify in writing that it has returned or destroyed all the Confidential Information.

15 GENERAL PROVISIONS

15.1 Assignment

- (a) You may not assign this Agreement (by operation of law or otherwise) without Hemisphere Digital's prior written consent (which consent Hemisphere Digital may grant or withhold in its sole discretion).
- (b) Hemisphere Digital may assign this Agreement, and the rights and obligations in this Agreement, upon written notice to you.

15.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and will supersede all previous negotiations, commitments, and writing. It may not be released, discharged or modified except by an instrument in writing signed by each party.

15.3 Severability

In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.

15.4 Exclusivity

The rights to use the Service under this Agreement are personal and non-exclusive, and nothing will prevent Hemisphere Digital from providing the Service or any other product, software, goods or services to any third party.

15.5 Governing law

This Agreement, and any disputes arising out of or in connection with this Agreement, will be governed by and construed in accordance with the laws of New South Wales, Australia. The parties unconditionally submit to the non-exclusive jurisdiction of the courts located in New South Wales, Australia to adjudicate any disputes arising out of or in connection with this Agreement.

15.6 No waiver

No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorised representative of the waiving party.

15.7 Disputes

Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties or their representatives may be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators, Australia. During such arbitration, both parties may be represented by a duly qualified legal practitioner.

15.8 Rights

Any express statement of a right of either party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

15.9 Force Majeure

- (a) Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement, if such failure or delay is due a Force Majeure Event.
- (b) The party to this Agreement seeking to rely on a circumstance of Force Majeure Event must immediately notify the other party of any anticipated delay due to Force Majeure Event. The performance of the party's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure Event.
- (c) If the period of the delay due to Force Majeure Event exceeds sixty (60) days, the party for whose benefit an obligation remains unperformed may immediately terminate this Agreement on providing notice to the other party.

16 DEFINITIONS AND INTERPRETATION

16.1 Definitions

Approved Purpose means the internal business purposes of Hemisphere Digital Client in the field of tourism analytics.

Authorised User means an employee or other authorised user of Hemisphere Digital Client.

Background IPR has the meaning given to it in clause 7(a).

Confidential Information means, in relation to a party, any information:

- (a) regarding the business, technology or affairs of that party;
- (b) regarding clients, customers, employees, contractors of, or other persons doing business with, that party;
- (c) in the case of Hemisphere Digital, information and details regarding the function, purpose and/or operation of the Service and of the contents of the Documentation and other explanatory material supplied by Hemisphere Digital;
- (d) in your case, Your Data;
- (e) which is by its nature confidential or which is designated as confidential by that party;
- (f) which the other party knows, or ought to know, is confidential; or
- (g) the commercial arrangements between the parties.

Documentation means [user guides and methodologies] in respect of the Service.

Feedback means without limitation, comments, questions, ideas, suggestions, the possible creation, modification, correction, improvement or enhancement of the Platform, Service, Data Sets, Outputs and the Documentation,

Force Majeure Event means an act, event, non-happening, omission, accident or act of God beyond reasonable control of either party, including strikes, civil strife's, riots, wars, threats of or preparation for war, fire explosion, storm, flood, earthquake, subsidence, epidemics or failure of plant.

Intellectual Property Rights includes industrial and intellectual property rights both in Australia and throughout the world, including any patents, copyright, trade marks or service marks, designs, business names, commercial names and designations, circuit layouts, source code, object code, database rights, rights in relation to confidential information and trade secrets, whether or not registered or registrable and any right to apply for registration or grant of any of the above.

Licence has the meaning given to it in clause 1(a).

Modification means any update, change, addition, replacement or deletion of functions, features, performance or other characteristics of the Service.

Non-Excludable Term has the meaning given to it in clause 11(a).

Personal Information means personal information or sensitive information as those terms are defined in the *Privacy Act 1988* (Cth).

Service means Hemisphere Digital's cloud-based data analytics technology solution 'Hemisphere' which enables distribution and performance of data analytics and corresponding insights on your own data sources].

Subscription Package means the Service offered to you and subject to the agreed fees, and including any specific terms, variations, or additional services, upgrades, or renewals, and in accordance with the agreed time period. **Support Hours** means Monday to Friday during the hours of 9:00 am through 5:00 pm Australian Eastern Standard Time, with the exclusion of Australian Public Holidays.

Terminating Party has the meaning given to it in clause 10(c).

Third Party Libraries, Data Sets and Platforms means websites, software, applications, extensions, data and other resources licensed by Hemisphere Digital from a third party.

Your Data means any data or information that Authorised Users input in the course of using the Service.

16.2 Interpretation

In this Agreement, except where the context requires otherwise:

- (a) headings are for convenience and ease of reference only, are not part of this Agreement and shall not be relevant to or affect the meaning or interpretation of this Agreement;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;

- (c) another grammatical form or a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph or a schedule is to a clause, paragraph or schedule of this Agreement, and a reference to this Agreement includes any schedule;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to a party is to a party to this Agreement, and a reference to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.