

Zudello Terms and Conditions

Please read these Terms carefully. These Terms will apply to all supply of Zudello Services and licensing of the Zudello Platform, Services and Software that you license, use or may order from time to time from Zudello. These Terms, together with the other Zudello documents making up the Agreement, contains the entire understanding between the parties as to the subject matter of the Agreement and supersede all previous negotiations, representations, understandings or agreements. Without limitation, no terms or conditions contained on any purchase order or other document provided by You to Zudello will have any effect on this Agreement.

THESE ZUDELLO TERMS & CONDITIONS (“Agreement” or “Terms”) GOVERN YOUR ACQUISITION AND USE OF ZUDELLO’S SERVICES, WHETHER PURCHASED DIRECTLY OR THROUGH A ZUDELLO RESELLER. IF YOU REGISTER FOR A FREE TRIAL FOR ZUDELLO’S SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM TO ZUDELLO, OR BY AGREEING BY EMAIL OR IN WRITING TO PROCEED WITH A QUOTE OR PROPOSAL (WHETHER RECEIVED IN WRITTEN OR VERBAL FORM), OR BY USING A ZUDELLO SERVICE, 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, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE THE SERVICES.

Zudello reserves the right to change these Terms or any Services at any time, to accommodate new legislation, compliance or commercial requirements, effective upon the posting of modified Terms or Services on the Platform. Zudello will make every effort to communicate these changes to You via the Platform. It is likely that the Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Platform.

This Agreement replaces any prior Terms and Conditions and is effective between You and Zudello.

1. DEFINITIONS



“Agreement” or “Terms” or “Licence Terms and Conditions” or “Licence Terms” means these Zudello Terms and Conditions.

“Access Fee” means the platform services fee (excluding any taxes and duties) and any applicable one-time fees payable by You in accordance with the fee schedule, proposal or contract, or as agreed to in Your Order or our Proposal, Quotation or Platform Licence Agreement for the Services.

“Billing Contact” means Your nominated contact entity and address for billing purposes.

“Billing period” Means a term at which the services will be automatically billed on. This will either be an Annual or other term and may differ for each Zudello Service.

“Business Day” means a day that is not a Saturday, Sunday or any other day which is a public holiday in Brisbane, Queensland, Australia.

“Business Hours” means 9.00am to 5.00pm (local time in Brisbane, Queensland, Australia) on a Business Day.

“Confidential Information” includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Services, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party. Confidential information includes all know-how, financial information and other valuable or sensitive information of any nature, trade secrets, formulae, graphs, drawings, proposals, purchase orders, quotations, designs, samples, devices, functional specifications and other material of whatever description provided to the other party (Recipient) by the Discloser for the purposes of these Terms, in any form whatsoever (including oral, written, and electronic information) of a technical, business, corporate, commercial or financial nature of or in relation to the Discloser.

“Contract date” means the date on which a Zudello Service is ordered or a Proposal is accepted by You, either directly or through a Zudello Reseller.

“Commissioned” means when either a Zudello service is established, invoices are exported or 4 weeks have elapsed since Your Contract Date or account creation whichever occurs first. At this point, the account will then be considered commissioned and “Active”.

“Data” means any data inputted by You or with Your authority into the Zudello Services.

“Document” means any document (including duplicates) that is input into the Zudello platform, including any documents that are rejected due to not meeting the required document input standards and any that are deleted in the platform.

“Force Majeure” means an act of God (e.g., a natural disaster, accident or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party outside the party’s control).

“Further Term” means the period beginning on the day after the last day of the Initial Term or previous Further Term (as applicable) and continuing for (a) the period specified as the Further Term or further period or duration of the Agreement (howsoever described) in the Platform Agreement, Proposal or Quotation (as applicable); or (b) if no such period is specified, a period equal to the duration of the Initial Term.

“Initial Term” means the period beginning on the Contract Date and continuing for the period specified as the Initial Term or initial duration of the Agreement (howsoever described) in the Platform Agreement, Proposal or Quotation (as applicable) and, in all cases, a minimum of one (1) year.

“Intellectual Property Right” means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Invited User” means any person or entity, other than the Subscriber, that uses the Services with the authorisation of the Subscriber from time to time.

“Open Source Software” Components is software which is distributed subject to:

- A. the Licence terms known as the ‘GNU General Public Licence’ or the ‘GNU Lesser General Public Licence’, ‘EPL’, ‘BSD’, ‘MIT’, ‘Apache Software License’, ‘Python Software Foundation License’, including any Open Source License by the Open Source Initiative (www.opensource.org), or any substantially similar terms and conditions; or
- B. any other terms authorising use of the software by the public generally, but also requiring modifications, adaptations or derivations of, or enhancements to, the software to be licensed or otherwise made available to the public on particular terms.

“Order Form” Means the Platform Licence Agreement, Proposal, Quotation or other ordering or contract method where the Zudello services and renewal period is determined or any other such agreement you have agreed to that was provided by Zudello.



“Services” means the Intelligent Document Processing (IDP), finance operations automation, workflows Zudello platforms/products provided. Services may include Premium Services such as Procurement, Contracts, Expenses, Budgets and any other Zudello platforms or products that incur additional fees.

“Subscriber” means the person who registers to use the Services and, where the context permits, includes any entity on whose behalf that person registers to use the Services and is permitted to do so under this Agreement. This can also be known as the “Account Owner”.

“Teams” means the entity (or entities) setup on the Zudello Platform.

“Platform” means the Zudello services or platform available at zudello.com, mobile application or any other site or platform operated by Zudello.

“You” means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

“Your Organisations” means an organisation that You have added to the Services or that have been added with Your authority or as a result of Your use of the Services.

“Zudello” means Zudello Pty Ltd which is registered in Australia and all current and future global subsidiaries or associated companies of Zudello Pty Ltd.

“Zudello Reseller” means any entity authorised by Zudello to distribute or resupply any of the Zudello Products.

Any reference to “includes” or “including” is on a without limitation basis.

2. END USER LICENCE AGREEMENT (USE OF SOFTWARE)

Zudello grants You the right to access and use the Services with the particular Invited User roles available to You, according to Your subscription type, as per Your Proposal or agreement in any way to our Terms and Conditions, including self sign up and via any Zudello Reseller. This right is non-exclusive, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- A. the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Services that Invited User has;
- B. the Subscriber is responsible for all Invited Users’ use of the Service;

- C. the Subscriber controls each Invited User's level of access to the relevant organisation and Services at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be; and
- D. if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Services that Invited User shall have, if any.
- E. a named user allows that single user access in accordance to the terms and conditions, this must be a named user and shall not be shared with others.
- F. The Subscriber nominates the named support contact(s) up to the maximum number permitted.

To the extent that the Zudello Software or Platform incorporates any Open Source Software Software Components, those Open Source Software Components are licensed and distributed to the Customer by the open source software distributors and/or respective copyright and other right holders (Right Holders) under the Right Holder's terms and conditions. Zudello is neither a party to the Right Holder's terms and conditions nor a distributor of the Open Source Software Components. The Customer receives no express or implied patent or other licence from Z with respect to any Open Source Software Components.

If You acquire any Zudello Products from a Zudello Reseller, then You are bound by these Terms in respect of the use and receipt of the Zudello Products ordered by You from the Zudello Reseller, the licence contract is between You and Zudello and is subject to these Terms.

2.1. Updates, new releases and versions:

During the term of the Agreement, Zudello may provide You with one or more Updates (including Updates provided by Zudello as part of the Zudello Services). Unless otherwise agreed by Zudello, all Updates provided by Zudello to You are licensed to You on the terms and conditions of this Agreement.

Zudello may use push technology to remotely provide security and features updates to the Zudello Software or Platform, including Updates, as required. You must permit Zudello to use such push technology, and must comply with Zudello's directions to allow the use of such push technology.

You acknowledge that Zudello may make certain premium feature Updates available for an additional Fee, and that such Update (if acquired by You) may also increase the Fees payable for certain Zudello Services.

2.2. Initial Term and renewal:

- A. This Agreement continues for the duration of the Initial Term.
- B. The term of this Agreement will be extended for the duration of a Further Term at the end of the Initial Term or the then-current Further Term (as applicable), unless the Customer gives Zudello a notice in writing at least 30 days before the term of the Agreement is due to expire that it does not wish to renew the Agreement (in which case the Agreement will expire at the end of the Initial Term or the then-current Further Term, as applicable).

3. YOUR OBLIGATIONS

3.1. Payment obligations:

All Fees are billed in accordance with our terms and conditions and are due within 14 days of invoice date and must be paid before any services of any kind are provided. Access Fees will be billed annually in advance, or at other regular intervals as agreed between the Parties, at latest by the end of the month prior to the anniversary of the Contract Date.

All Fees are payable in AUD, exclusive of any bank fees or exchange rate fees or variations.

For new customers, any implementation fees and the first Access fees in advance, will be billed on execution of the Contract (the Contract Date).

For Services that include document quotas, documents uploaded totals each month include all documents uploaded to Zudello from all production and sandbox accounts, including any deleted documents, rejected documents, unsupported documents and duplicates. The document usage is calculated on a calendar month basis. There is no carry forward of any unused quota.

If the usage band is met, You must agree to the new usage band before You can process more documents. Customers are required to monitor their document usage if they are concerned about hitting the document quota (found in the Zudello UI in Settings>Billing).

If a quota is met, then new documents will not be processed and an alert will be provided from within the Zudello service. Documents will be available for processing as soon as written confirmation has been received that the plan has been changed.

Increases in plan changes can be made at any time and apply to the remaining contract period and apply to the remainder of the contract year (or longer term) on a pro rata basis including the full month in which the change is made.



Alternatively, customers may pay an excess document usage fee in batches of 100 documents. This will reset the document usage for that month and reset at the end of the month.

Reasonable email and in-app support is included on all plans for named support contacts up to the limits specified. Reasonable support is available during Business Hours. Any customisation, additional training or non-support requests will be treated as Change Requests and scoped and quoted separately, or can be managed under a Services Work Agreement.

All contracted Services are billable each contract term for the Initial or Further Term that has been contracted.

Zudello will continue invoicing You in advance until this Agreement is terminated in accordance with clause 8.

All Zudello invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. You must pay or arrange payment of all amounts specified in any invoice within fourteen days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Access Fees.

All pricing is subject to change with 30 days notice.

3.2. Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of Teams that You have added to the Services or that have been added with Your authority or as a result of Your use of the Services (“Your Teams”). Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Access Fees in relation to all of Your Teams. Without prejudice to any other rights that Zudello may have under these Terms or at law, Zudello reserves the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate Your use of the Services in respect of any or all of Your Teams in the event that any invoices for those Access Fees are not paid in full by the due date for payment.

3.3. General obligations:

You must only use the Services and Platform for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Zudello or condition posted on the Platform. You may use the Services and Platform on behalf of others but if You do so you must ensure that You are authorised to do so and that

all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.4. Access conditions:

- A. You must ensure that all usernames and passwords required to access the Services are kept secure and confidential. You must immediately notify Zudello of any unauthorised use of Your passwords or any other breach of security and Zudello will reset Your password and You must take all other actions that Zudello reasonably deems necessary to maintain or enhance the security of Zudello's Platform and Your access to the Services.
- B. As a condition of these Terms, when accessing and using the Services, You must:
 - a. Not attempt to undermine the security or integrity of Zudello's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - b. Not use, or misuse, the Services in any way which may impair the functionality of the Services, Platform or other systems used to deliver the Services or impair the ability of any other user to use the Services or Platform, including by misusing the Services in a manner that materially exceeds reasonable usage or usage patterns over any month or by using the Services in a malicious, fraudulent or unlawful manner;
 - c. Not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
 - d. Not transmit, or input into the Zudello Platform, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
 - e. Not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Platform except as is strictly necessary to use either of them for normal operation.
 - f. Not sub-license, disclose, sell, distribute, publish, transmit or otherwise make available to any third party any part of the Zudello Platform, Services or Software.
 - g. Not permit or allow any other person access (directly or indirectly) to the Zudello Software, except for the Personnel of the Customer who are authorised by the Customer to use the Zudello Software, Services or Platform in accordance with the Licence Terms and Conditions.

- h. Not use the Zudello Software for hire or rental, timesharing, service bureau or in any other way where a third party may use, have access to, or derive benefit from, the use of the Zudello Software.

3.5. Usage Limitations:

Use of the Services may be subject to limitations, including monthly transaction volumes (see 3.1.), number of users, number of named support contacts (as per our current Zudello Pricing), number of SKU's, number of contacts (customers or suppliers), number of automation/workflow runs and the number of calls You, or indirectly by your ERP or other services, are permitted to make against Zudello's Services. Any such limitations may be varied by Zudello in its sole discretion and will be advised from time to time. Any limitations will remain in effect for the duration of your contract with Zudello and any subsequent renewal period.

3.6. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Platform (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including: offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Platform, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Platform, You represent that You are permitted to make such communication. Zudello is under no obligation to ensure that the communications on the Platform are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Platform. However, Zudello does reserve the right to remove any communication at any time in its sole discretion.

3.7. Indemnity:

You will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law. You indemnify Zudello against any costs

relating to the recovery of any Access Fees that are due but have not been paid by You.

4. CONFIDENTIALITY AND PRIVACY

4.1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- A. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
- B. Each party's obligations under this clause will survive termination of these Terms.
- C. The provisions of clause 4.1 shall not apply to any information which:
 - a. is or becomes public knowledge other than by a breach of this clause 4.1;
 - b. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - c. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - d. is independently developed without access to the Confidential Information.

4.2. Privacy:

Zudello maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at zudello.com and You will be taken to have accepted that policy when You accept these Terms. In the event of any conflict between these Terms and the terms of the Zudello privacy policy, the terms of our privacy policy will take precedence.

5. INTELLECTUAL PROPERTY

5.1. General:

Title to, and all Intellectual Property Rights in the Services, the Platform and any documentation relating to the Services remain the property of Zudello (or its licensors). The parties acknowledge and agree that any Intellectual Property Rights in any materials created or developed by Zudello or its Personnel in the course of providing the Zudello Services or performing its obligations under the Agreement (Developed IP) will be retained and owned by Zudello.

5.2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. Your access to the Data is contingent on full payment of the Zudello Access Fees when due and any re-establishment fee due and payable under clause 5.6. You grant Zudello a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to the provision of Services. For the avoidance of doubt, this licence is without limitation to Zudello's right to create anonymised data compilations or similar works.

5.3. Backup of Data:

Zudello adheres to its best practice policies and procedures to prevent data loss, but does not make any guarantees that there will be no loss of Data. Zudello expressly excludes liability for any loss of Data (including Data archived pursuant to clause 5.6) no matter how caused.

5.4. Third-party applications and your Data:

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Zudello may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Zudello shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

5.5. Accuracy of Data:

When You input any Data onto the Platform You agree and acknowledge that You are responsible for ensuring the accuracy of such Data. Zudello is under no obligation to ensure that Your Data on the Platform is an accurate representation of Your actual business data.

5.6. Recovery of Archived Data:

Where you discontinue Your Services in accordance with these Terms or clause 8, or are in breach in accordance with clause 8.5, or Zudello otherwise suspends and/or terminates Your Services in accordance with this Agreement, Zudello reserves the right, in Zudello's sole discretion, to archive Your Data for a period of time not to exceed six months, upon the expiry of which time the Data will be deleted, but with there being no obligation for Zudello to do so. If Zudello has chosen to store Your Data in this manner and if Your Services are subsequently re-established within this six month period Zudello will restore, and you will be entitled to access, the archived Data provided that You pay Zudello in advance:

- A. all arrears of Your unpaid Access Fee over the period that the Data was archived; and
- B. a minimum re-establishment fee of AU \$5,000 (to be determined by Zudello in Zudello's sole discretion).
- C. the data recovered includes Zudello invoice data but may exclude integration and other Zudello Services data.

If You terminate Your Service in accordance with your terms and agreement with Zudello, and have paid all fees that are due, You will be given 30 days to download all your data from the Platform.

Zudello's Platform allows each customer to store up to 7 years of data at no additional charge, subject to a reasonable limit of 10 gigabytes of data in total. Further charges will apply to extend the storage time or volume.

6. WARRANTIES AND ACKNOWLEDGEMENTS

6.1. Authority:

You warrant that where You have registered to use the Services on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Services You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

6.2. Acknowledgement:

You acknowledge that:

- A. You are authorised to use the Services and the Platform and to access the information and Data that You input into the Platform, including any information or Data input into the Platform by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Platform and the Services (whether that information and Data is Your own or that of anyone else).
- B. Zudello has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Platform on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
 - a. You are responsible for ensuring that You have the right to do so;
 - b. You are responsible for authorising any person who is given access to information or Data, and you agree that Zudello has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
 - c. You will indemnify Zudello against any claims or loss relating to:
 - i. Zudello's making available information or Data to any person with Your authorisation.
 - ii. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
 - iii. Zudello does not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Zudello is not in any way responsible for any such interference or prevention of Your access or use of the Services.
 - iv. Use of the Services does not constitute the receipt of accounting advice from Zudello.
 - v. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
 - vi. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data and the Platform will

comply with laws applicable to you (including any laws requiring you to retain records).

6.3. No warranties:

Zudello gives no warranty about the Services. Without limiting the foregoing, Zudello does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including warranties of merchantability, fitness for purpose, title and non-infringement.

6.4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Platform or these Terms.

7. LIMITATION OF LIABILITY

7.1. Exclusion of Liability:

To the maximum extent permitted by law, other than as set out in clause 7.2 below, Zudello excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Services or Platform.

7.2. No other warranties:

- A. To the maximum extent permitted by law and subject to clause 7.1, Zudello disclaims and excludes any warranty, representation or undertaking as to the purpose for which the Services may be suitable, including any purpose for which the Customer intends to use the Services.
- B. Without limiting clause 7.2(A), while Zudello has taken due care in developing the Services, to the extent permitted by law Zudello does not warrant, and excludes all representations and warranties that:
 - (a) the Services are error-free or have no defects;
 - (b) the Services are free from viruses, worms or trojans; or

(c) the Services meet the Customer's requirements.

The Customer warrants that it has not relied on any representation made by Zudello that has not been stated expressly in the Agreement nor upon any descriptions or specifications contained in any document including brochures, marketing and promotional materials provided by Zudello.

7.3. Loss or damage:

If You suffer loss or damage as a result of Zudello's negligence or failure to comply with these Terms, any claim by You against Zudello arising from Zudello's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous six months.

7.4. Remedy:

If You are not satisfied with the Service, Your sole and exclusive remedy, other than as set out in clause 7.3 above, is to terminate these Terms in accordance with clause 8.

8. TERMINATION

8.1. Trial policy:

When You first sign up for access to the Services You may be provided temporary access to a trial to evaluate the Services for a period of up to fourteen days, with no obligation to continue to use the Services. If You do not elect to discontinue using the Services in this fourteen day timeframe, You will be billed from the day You first added Your billing details into the Services in Your Order Form. If You choose to discontinue using the Services, You must apply in writing to support@zudello.com to remove you from the Services.

8.2. Modifications to subscribed Services:

You may only reduce your subscribed Services to a lesser Service for the following contract subscription period by providing Zudello with written notice via support@zudello.com at least 30 days prior to the start of the next subscription period and where you have not used features of the software that are not available in the lesser subscription. You may change your subscribed Services during a subscription period by adding additional Services or subscription levels.

8.3. No-fault termination:

These Terms will continue for the contract period covered by the Access Fees paid or payable under clause 3.1. At the end of each subscription period Your agreement and these Terms will automatically continue for another monthly term (being the same period as Your current agreement) and the Access Fees for that month or year will continue to be due and payable in advance, unless either party terminates these Terms by giving notice in writing to the other party at least 30 days before the end of the relevant subscription period.

8.4 Overdue:

Your subscription is paid in advance, however in the event that your account becomes overdue your subscription will be suspended and a late subscription fee of an additional one month's subscription applied.

8.5. Breach:

If You:

- A. breach any of these Terms (including by non-payment of any Access Fees) and do not remedy the breach within fourteen days after receiving notice of the breach if the breach is capable of being remedied; or
- B. breach any of these Terms and the breach is not capable of being remedied (which includes any non-payment of Access Fees that are more than thirty days overdue); or
- C. You or Your business become insolvent, or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

then Zudello may take any or all of the following actions, at its sole discretion:

- i. terminate this Agreement and Your use of the Services and the Platform;
- ii. suspend, for any definite or indefinite period of time, Your use of the Services and the Platform;
- iii. suspend or terminate access to all or any Data through the Platform; or
- iv. take either of the actions in sub-clauses (i), (ii) and (iii) of this clause 8.5 in respect of any or all other persons whom You have authorised to have access to Your information or Data.

We may charge additional fees incurred in the recovery of outstanding amounts owed including (but not limited to) a flat overdue account fee, debt recovery fees,

court costs and legal fees as well as accrued interest on all outstanding amounts calculated from the day they became due, calculated daily at an interest rate of 1.5% per month

For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Contacts or any of Your Teams is not made in full by the relevant due date, Zudello may suspend or terminate Your use of the Service, suspend or terminate the authority for all or any of Your Organisations to use the Service, or suspend or terminate Your rights of access to all or any Data.

8.6. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- A. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- B. immediately cease to use the Services and the Platform.

8.7. Expiry or termination:

Clauses 3, 4, 5, 6, 7, 8, 10, 11 and 12 survive the expiry or termination of these Terms.

8.8. Termination for convenience:

The Customer may terminate the Agreement without cause for convenience with effect from the next anniversary of the Initial or any Further Term by giving Zudello at least 30 days prior written notice prior to the next anniversary.

Zudello may terminate the Agreement without cause for convenience with effect from the next anniversary of the Initial or Further Term by giving the Customer at least 30 days prior written notice.

8.9. Effect of termination:

Upon termination of the Agreement for any reason:

- A. Zudello's obligation to provide the Services immediately ceases;
- B. all rights and licences granted under the Agreement terminate immediately;
- C. You must immediately cease to use the Services;
- D. Zudello may, at its discretion, disable the use of the Services;

- E. Zudello may retain all Fees paid by You, unless the Agreement has been terminated for convenience by Zudello; and
- F. all outstanding Fees for the Initial Term or Further Term that have not been paid by You become immediately due and payable; and
- G. Zudello will return all data to You in accordance with Clause 5.6

8.10. Refund Policy:

Under no circumstances is Zudello required to refund any Implementation Fees, Professional Services Fees, Access Fees or Service Fees for any reason whatsoever, unless the Agreement has been terminated for convenience by Zudello.

9. HELP DESK

9.1. Technical Problems:

You have a right to reasonable technical support in app, through the Zudello support system or by emailing support@zudello.com, in accordance with the level of the service on your subscription and limited to the agreed named support contacts. Zudello will endeavour to address all queries and requests for assistance received through the Platform or via email as promptly as reasonably possible, but does not warrant that support will be immediately available. Reasonable support is available during Australian (AEST) business hours. Any customisation, additional training or non-support requests will be treated as Change Requests and scoped and quoted separately.

Zudello is not required to provide any services that are outside the Scope of Work, Proposal, Quotation or Platform Agreement.

9.2. Service availability:

Whilst Zudello intends that the Services should be highly available, seven days a week, it is possible that on occasions the Services or Platform may be unavailable to permit maintenance to take place or due to Force Majeure events.

If for any reason Zudello has to interrupt the Services in any period, Zudello will use commercially reasonable endeavours to publish in advance details of such activity on the Website and wherever possible make contact with You.

The Zudello Platform supports most document types. It does have some reasonable processing limitations that can be found in the Zudello Platform Exclusions

documentation. Please ask for the latest copy if You would like to understand these or view it in our online or in-app Knowledge Base.

10. GENERAL

10.1. Entire agreement:

These Terms, together with the Zudello Privacy Policy and the terms of any other notices or instructions given to You under these Terms, including the Platform Licence Agreement, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Zudello relating to the Services and the other matters dealt with in these Terms.

10.2 Special Product Terms:

Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement.

10.3. Waiver:

A waiver of any breach of any provision in these Terms shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

10.4. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

10.5. No Assignment:

You may transfer the rights to use Zudello Services to another company. The transfer of the billing ownership may be requested by contacting support@zudello.com It is at the discretion of Zudello to action this changeover.

10.6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the Laws of Queensland, Australia, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

10.7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission unless an electronic error message is received by the sender. Notices to Zudello must be sent to support@zudello.com or to any other email address notified by email to You by Zudello. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

10.8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

10.9. Force Majeure

Zudello will not be liable to You or to any third party for any failure to perform or delay in performing any obligations under the Agreement to the extent caused by a Force Majeure Event or impact of any change in arrangements with any third party who licenses any software or other Intellectual Property Rights to Zudello. The obligations of Zudello are suspended to the extent to which they are affected by the relevant Force Majeure Event or impact of any change in arrangements with any Licensor to Zudello as long as the Force Majeure Event continues.

11 Injunctive or interim relief

Nothing in this clause 11 prevents a party seeking urgent injunctive or similar interim relief from a court.

11.1. Resolution of dispute in good faith:

- A. The parties must use best endeavours to resolve in good faith any dispute arising out of or in connection with this Agreement (Dispute). Each party must follow the procedures in this clause before starting court proceedings (except for urgent injunctive or declaratory relief).
- B. Despite the existence of a Dispute, the parties must continue to perform their other obligations under this Agreement that are not affected by the Dispute.

11.2. Initial procedure to resolve a Dispute:

- A. A party (Initiating Party) claiming that a Dispute has arisen must give the other party (Recipient Party) a notice setting out brief details of the Dispute (Dispute Notice). Within 15 Business Days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party's position on the Dispute (Reply Notice).
- B. If a Dispute Notice and Reply Notice are given, the parties must make representatives with authority to settle the Dispute available for the purpose of meeting in an effort to resolve the Dispute. At least one meeting of the authorised representatives must take place within 15 Business Days of service of a Reply Notice.

12 Governing law and jurisdiction:

You accept these terms shall be governed by the laws of Queensland, Australia and You submit to the exclusive jurisdiction of the courts of Queensland for all disputes arising out of or in connection with this Agreement.

Your agreement is with "Zudello Pty Ltd", ABN: 45 627 850 499.