

Techboard Data Licence Agreement

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Techboard Data Licence

Parties

This Agreement is between Techboard and the Licensee as specified in the schedule.

Background

1. Techboard is the owner of the Intellectual Property in the Data.
2. Techboard has agreed to grant a licence for the use of the Data on the terms and conditions contained in this Agreement.

Agreed Terms

1 Grant of Licence

- 1.1 Techboard grants to the Licensee a non-exclusive and non-transferable licence to use the Data in accordance with clause 4 only during the Term on the other terms and conditions of this Agreement.
- 1.2 The Licensee will select the type of licence sought by reference to the tiers specified on the page referred to in clause 2.1.

2 Fees and Charges

- 2.1 The Licensee must pay Techboard the fees and charges specified at <https://techboard.com.au/accessing-techboard-funding-data/> annually, subject to any annual increase in line with clause 3.
- 2.2 All taxes, duties and charges arising out of or incidental to this Agreement will be the responsibility of and payable by the Licensee.
- 2.3 All payments to be made by the Licensee are calculated without regard to GST, unless stated otherwise. The Licensee must pay Techboard (at the same time and in the same manner as the Licensee is obliged to pay for the supply) the amount of any GST which Techboard pays or is liable to pay on a supply (as that term is defined in the GST Act), in addition to the consideration payable for that supply.
- 2.4 Where GST is payable, Techboard will provide to the Licensee, if required by the Licensee, a Tax Invoice in the format and form required by the GST Act.

Refunds

- 2.5 Any refunds will be entirely at the discretion of Techboard.

3 Review of Fees and Charges

- 3.1 Techboard may vary any of the fees and charges specified in this Agreement:

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- 3.1.1 In the case of subscriptions purchased off-line, by Providing the Licensee with its revised fee structure at least 20 Business days prior to each Renewal Date; or
- 3.1.2 In the case of a data subscription that is purchased online Techboard may revise tis fees and charges at any stage by varying the fee schedule at <https://techboard.com.au/accessing-techboard-funding-data/>; and
- 3.1.3 The Licensee confirming, explicitly that it wishes to renew the Term on the proposed basis or by failure to terminate the contract prior to the automatic renewal of the Term.

4 Approved Purpose

Approved Purpose

- 4.1 The Licensee must only use the Data for:
 - 4.1.1 Internal Business Use, outlined in clause 4.2;
 - 4.1.2 Consultant Use, outlined in clause 4.3; and
 - 4.1.3 Publication Use outlined in clause 4.4.

Internal Business use

- 4.2 Internal Business Use is use of the Data solely for the personal and internal administration and operation of the Licensee's business and does not entitle the Licensee to make available or to provide the Data, or any part thereof, to any third party outside the business. Internal Business Use includes screenshots or downloads of charts. Examples include: preparation of internal documents, identification of potential sales or program targets.

Consultant Use

- 4.3 Consultant Use is use where the Licensee engages a Consultant for a specific project requiring use of the Data and entitles the Licensee to disclose the Data to the Consultant, provided the Consultant:
 - 4.3.1 only uses the Data for the Internal Business Use of the Licensee;
 - 4.3.2 receives no benefit from use of the Data except the fee paid by the Licensee;
 - 4.3.3 is otherwise bound by the terms of this Agreement (including deleting and removing all the Data from its systems upon the finalisation or termination of the consultancy); and
 - 4.3.4 if required by Techboard, enters into a Consultant's confidentiality deed in the form prescribed by Techboard,provided that:

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- 4.3.5 the Licensee will not sell, provide or include the Data or part thereof as a product or part of a product offering;
- 4.3.6 the Licensee will not make the Data available in a form that is capable of being copied, downloaded, reproduced, edited or extracted by any third party, except for any approved print functionality;
- 4.3.7 use by any third party is limited to Internal Business Use only; and
- 4.3.8 no more than 20% of Data (measured by number of funding events) may be included in any document or collectively in a group of documents meant to be read together.

Publication Use

- 4.4 Publication Use is provision of Data for use in a publication outside the business and for which the Licensee has sought and received Techboard's specific written consent and in which:
 - 4.4.1 the identity of no more than 40% of entities that have secured funding, either overall or by any category that Techboard identifies; and
 - 4.4.2 the details of funding events of no more than 20% of entities that are represented in the funding Data for any given period.
- 4.5 Where authority to publish is granted, the Licensee may outsource the development of the publication, however any third-party contractor must enter into an appropriate confidentiality agreement and be subject to the terms of this Agreement.

5 Intellectual Property Rights

No ownership

- 5.1 The Licensee only acquires the right to use the Data in accordance with this Agreement and during the Term. The Licensee does not acquire any rights of ownership in the Data.

Intellectual property

- 5.2 Intellectual Property Rights over and in respect of the Data will at all times remain with Techboard unless otherwise identified (e.g. third-party sublicensed data).

Non-exclusive

- 5.3 Techboard retains the right to licence, distribute, market, sell and provide the Data to any other person on such terms and conditions as Techboard determines.

Warranty

- 5.4 Unless otherwise specified, Techboard represents and warrants to the Licensee that Techboard holds all Intellectual Property Rights necessary to grant this licence and any rights contained within this Agreement.

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Infringement

- 5.5 The Licensee must promptly report to Techboard any known or suspected infringement of Techboard's Intellectual Property Rights over, or in respect of, the Data.

Reproductions and adaptations

- 5.6 The Licensee must ensure that all reproductions and adaptations of the Data, however altered, reformatted or redisplayed, shall display the following proprietary notice:

"Source:Techboard ©201()"

6 Alteration of the Data

- 6.1.1 Techboard reserves the right to alter, correct or amend the nature and content of the Data from time to time and will endeavour to notify the Licensee in the event of any material alteration or amendment being made.
- 6.1.2 Any alteration or amendment will form part of the Data immediately on the change being made.

7 Licensee Obligations

- 7.1 The Licensee must:
- 7.1.1 at its own cost, comply with all regulations, restrictions and conditions imposed by any legislation with respect to the use of, access to, storage of or dealing with the Data including but not limited to privacy legislation;
 - 7.1.2 not itself, or permit any other person to distribute, sell, transmit, licence, hire, let, trade or expose for sale any Data, or part thereof, unless expressly authorised in writing by Techboard or in accordance with this Agreement;
 - 7.1.3 act in good faith at all times towards Techboard and provide assistance and co-operation as practicable, on request by Techboard;
 - 7.1.4 comply with all State and Commonwealth laws relevant to this Agreement;
 - 7.1.5 use its best endeavours to ensure that none of its employees, Consultants or clients cause the Licensee to breach this Agreement;
 - 7.1.6 notify Techboard within 10 Business days if any of the Licensees details in item 2 change;
 - 7.1.7 ensure that no alteration is made to the integrity or accuracy of any Data;
 - 7.1.8 ensure that any notices relating to Intellectual Property Rights appearing in or on the Data or literature relating to them, are not altered or removed;
 - 7.1.9 provide all reasonable assistance in any action taken or proposed to be taken by Techboard in enforcing its rights under this Agreement;

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- 7.1.10 promptly advise Techboard in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought, claimed or threatened against the Licensee or Techboard in respect of or relating to this Agreement or any Data;
- 7.1.11 notify Techboard of any infringement of Techboard's Intellectual Property Rights and provide all relevant information in its possession or under its control; and
- 7.1.12 Ensure that only the Registered Users access the Data.

8 Accessing the Data

Registered Users

- 8.1 The Licensee shall be entitled to a limited number of Registered Users for which specific individual login codes will be issued depending on their subscription tier as referred to in clause 1.2.

Access

- 8.2 Only Registered Users will be permitted to access the Data.

Consultant

- 8.3 If the Licensee wishes a consultant to be able to access the Data it must specify that consultant as one of the allocated login codes.

Additional Codes

- 8.4 If during the term additional logins are required, this will require Techboard's consent and may require payment of an additional fee.

9 Security

The Licensee must:

- 9.1 effect and maintain adequate security measures to ensure that any Data is not used or accessed by any third party who is not permitted by this Agreement to use or have access to the same, to Techboard's reasonable satisfaction;
- 9.2 take all reasonable steps that a prudent licensee in a similar situation would take to prevent unauthorised access, unauthorised downloading, damage and interference to the Data or Licensees system;
- 9.3 ensure that the Data is kept in a secure manner to protect its value and prevent the Data from being accessed, altered or released without permission;
- 9.4 immediately notify Techboard of any activity that may or does breach the security measures of this clause;

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- 9.5 ensure that its employees, agents and Consultants are made personally aware of this Agreement and agree to comply with the security obligations contained in it before providing them with access to any Data; and
- 9.6 permit Techboard to periodically test security of the Data and the Licensee's system to ensure compliance with this clause to Techboard's reasonable satisfaction.

10 Privacy

- 10.1 In respect of the Data, the Licensee agrees to:
 - 10.1.1 comply with the requirements of any privacy legislation, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such information; and
 - 10.1.2 comply with any reasonable direction relating to privacy given by Techboard, including those relating to Techboard's own privacy policies and procedures.
- 10.2 The Licensee will provide any assistance requested by Techboard in relation to an investigation of an allegation of misuse of any Data or contravention of privacy legislation.
- 10.3 This clause will survive termination of this Agreement.

11 Suppression of Information

- 11.1 Techboard may at any time give the Licensee an Information Suppression Notice.
- 11.2 An Information Suppression Notice must be in writing, advise of the information that must be suppressed and the Data to be deleted or amended.
- 11.3 If the Licensee is able to search the Licensee's system by a person's name, then within 5 Business Days of receiving an Information Suppression Notice, the Licensee must delete or amend any Data containing the suppressed information, which are in the Licensee's possession or under its control, including any Data stored for backup purposes.

12 Acknowledgement and Out of Scope

- 12.1 The Licensee acknowledges that:
 - 12.1.1 it uses the Data at its own risk;
 - 12.1.2 risk (but not title) in the Data delivered to the Licensee, and in the media or software on which it is delivered and stored, passes to the Licensee on delivery;
 - 12.1.3 the Data is provided by Techboard in good faith on an "as is" basis and the Licensee should not act on the basis of anything contained in the Data without

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undertaking their own due diligence or first obtaining specific professional advice;

12.1.4 the Data has been acquired and/or compiled from various data sources and is recorded and stored at different levels of reliability and may become erroneous over time; and

12.1.5 it is fully responsible for obtaining, and the consequence of use of any hardware, computer program, system or any other thing necessary to make use of the Data.

12.2 Techboard does not represent or warrant to the Licensee that:

12.2.1 the Data is error free or virus free;

12.2.2 the supply of the Data will be uninterrupted;

13 Australian Consumer Law

No representation

13.1 To the fullest extent permitted by law, and except where consumer guarantees imposed by Division 1 of Part 3-2 of the Australian Consumer Law are applicable, no warranty, condition, undertaking or term (whether express or implied) as to the condition, quality, reliability, accuracy or completeness, performance, merchantability or fitness for purpose of the Data is given or assumed by Techboard.

Limitation of liability

13.2 Pursuant to section 64A of the Australian Consumer Law, this clause applies in respect of any of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption. To the extent permitted by law, Techboard's liability for failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law, other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law, is hereby limited to:

13.2.1 in the case of goods, at Techboard's option, any one or more of the following:

- (a) the replacement of the goods or the supply of an equivalent product;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring an equivalent product; or
- (d) the payment of the cost of having the goods repaired; or

13.2.2 in the case of services, at the Techboard's option;

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- (a) the supply of the services again; or
- (b) the payment of the cost of having the services supplied again.

Other law

13.3 This clause applies where any act, statute, rule or regulation (other than Division 1 of Part 3-2 of the Australian Consumer Law and regulations made in relation to it) (“other law”) implies in this Agreement any term, condition, warranty, right or obligation (“implied term”), and the other law avoids or prohibits a provision in a contract excluding or modifying the application of, exercise of or liability under that implied term. To the extent permitted by law, the liability of Techboard for any breach by it of that implied term is limited, at Techboard’s option, to any one or more of the remedies referred to in clauses 13.2.1 and 13.2.2 above.

Survive termination

13.4 This clause will survive termination of this Agreement.

14 Limitation of Liability

14.1 To the fullest extent permitted by law and this Agreement, Techboard will not be subject to any liability (contractual, tortious (including negligence) or otherwise) to the Licensee or anyone else for any loss or damage (including consequential loss or damage), however caused which may be directly or indirectly suffered in connection with this Agreement, including from the use of, reliance on, or any error with the Data.

14.2 The limitations and exclusions in clause 15.1 do not apply to any loss, damage or claim arising from or in connection with Techboard’s fraud, unlawful act or omission or breach of this Agreement.

14.3 In the event Techboard is liable to the Licensee, the total liability of Techboard to the Licensee for all claims, in aggregate, is limited to the amount paid or payable by the Licensee to Techboard during the first 12 months of this Agreement, except in the event of any fraudulent or unlawful act or omission committed by Techboard.

14.4 This clause will survive termination of this Agreement.

15 Release and Indemnity

Release

15.1 To the fullest extent permitted by law and this Agreement, the Licensee irrevocably releases Techboard from any claim that the Licensee may have against Techboard in connection with this Agreement, except to the extent such loss is caused by Techboard’s, fraud, unlawful act or omission or breach of this Agreement.

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Indemnity

15.2 To the fullest extent permitted by law and this Agreement, the Licensee must indemnify and keep indemnified, hold harmless and defend Techboard in respect of all claims, demands, actions, suits and damages for loss, damage or injury, including indirect or consequential loss in connection with, or arising from:

15.2.1 the Licensee's or any third party's use or reliance on the Data, whether or not any such reliance is notified to Techboard;

15.2.2 any unlawful, negligent (act or omission) or wilful misconduct of the Licensee or any Consultant arising in relation to this Agreement;

15.2.3 any breach of this Agreement or negligence by the Licensee or any Consultant;

15.2.4 breach of Intellectual Property Rights by the Licensee or any third party to whom the Licensee provided access to any Data, either deliberately or inadvertently;

15.2.5 any modification, combination, operation or use of the Data with computer programs or data not provided by Techboard; and

15.2.6 any legal costs, charges and expenses arising from this clause,

except to the extent such loss is caused by Techboard's negligence, fraud, unlawful act or omission or breach of this Agreement.

Survive termination

15.3 This clause will survive termination of this Agreement.

16 Default

16.1 The Licensee is in default if the Licensee fails to comply with any terms of this Agreement.

16.2 Techboard may, in the event of any default by the Licensee:

16.2.1 immediately without notice suspend part or all of the Licensee's access to the Data, until such time as the Licensee remedies the default; and

16.2.2 perform any obligations that the Licensee should have done or is required to do under this Agreement, on behalf of the Licensee.

17 Termination or Expiration

Licensor

17.1 Techboard may terminate this Agreement immediately by written notice to the Licensee and revoke access to the platform, if:

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- 17.1.1 the Licensee commits a breach of any of its obligations and has not remedied the breach within 10 Business Days of being notified of the breach;
- 17.1.2 the Licensee's corporate structure, management, control or ownership materially changes; or
- 17.1.3 the Licensee is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed;

Licensee

- 17.2 The Licensee may terminate this Agreement immediately by written notice to Techboard if:
 - 17.2.1 Techboard commits a material breach of this Agreement and does not remedy the breach to the reasonable satisfaction of the Licensee within 10 Business Days of notification; or
 - 17.2.2 Techboard:
 - (a) ceases or takes steps to cease conduct its business in the normal manner; or
 - (b) is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator or receiver appointed.

18 Obligations when Agreement Ends

Accrued rights and obligations

- 18.1 Termination or expiration of this Agreement will not affect any accrued rights or liabilities of any party, including rights to injunctive relief or any liability to account for profits from any breach of this Agreement.

Licensee obligations

- 18.2 On the termination or expiration of this Agreement, the Licensee must:
 - 18.2.1 immediately cease to use all Data;
 - 18.2.2 subject to clause 20.3, delete and expunge, or arrange for the deletion of, any Data obtained from Techboard, including all copies of any Data able to be disaggregated from its systems and records (in whatever form or medium held);
 - 18.2.3 provide Techboard with written notice within 30 days of expiration or termination certifying that clauses 18.2.1 to 18.2.3 have been complied with;

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- 18.2.4 co-operate with Techboard in every other respect, as it may reasonably require, to minimise any loss, damage or inconvenience to Techboard and its customers resulting from the expiration or termination of this Agreement; and
- 18.2.5 permit Techboard or any person authorised by Techboard to inspect and audit the Licensee for compliance purposes in accordance with this clause.

Survive termination

- 18.3 This clause will survive termination of this Agreement.

19 Further Term

- 19.1 This Agreement will automatically be renewed for the Further Term provided:
 - 19.1.1 the Licensee is not in breach of any terms and conditions of this Agreement;
 - 19.1.2 the Licensee has not made a written request to Techboard to terminate this Agreement at least 10 Business Days prior to the expiration of the Term; and
 - 19.1.3 the Licensee pays the license fee as required.

20 Force Majeure

- 20.1 A party to this Agreement will not be liable for failure or delay in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event, provided each party notifies the other as soon as they believe a Force Majeure Event has occurred.
- 20.2 If a failure or delay of performance due to a Force Majeure Event exceeds 60 days and renders performance of this Agreement impossible, either party may by notice to the other party, terminate this Agreement by notice in writing.
- 20.3 If this Agreement is terminated due to a Force Majeure Event, the obligations in clause 18 remain as applicable in the circumstances of the Force Majeure Event.

21 Dispute Resolution

Negotiation

- 21.1 Before resorting to external dispute resolution mechanisms, the parties must attempt to settle by negotiation in good faith any dispute in relation to this Agreement and where practicable, each party will refer the matter to personnel who have authority to intervene and direct some form of resolution.

Notice

- 21.2 Either party may give the other party formal notice in writing of a dispute and if the dispute is not settled within 10 Business Days, it must be submitted to the dispute resolution process described in this clause.

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Mediation

21.3 It is agreed by both parties that the dispute resolution process will first consist of mediation.

Mediator

21.4 In the absence of agreement, the mediation shall be conducted by a single mediator who is to be appointed by the President of the Law Society of Western Australia within 10 Business Days of request for appointment by one party to the other.

Terms

21.5 During the mediation:

21.5.1 the parties may not be represented by legal practitioners;

21.5.2 the mediator shall determine the process for mediation; and

21.5.3 the costs of the mediation shall be shared equally by the parties.

Unresolved

21.6 If the dispute remains unresolved after 20 Business Days, either party may then have recourse to the courts.

22 Notices

Form

22.1 Any notice given under this Agreement must:

22.1.1 be in writing and be sent by email by a person duly authorised by the sender;

22.1.2 be addressed to the intended recipient at the email address specified the schedule, or the address or email address last notified by the intended recipient to the sender; and

Service

22.2 be given and will be taken to have been given or made when the email enters the recipient's inbox.

23 General Terms

Best endeavours

23.1 Both parties must do all things and sign all documents necessary to give effect to the provisions of this Agreement.

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Variation

- 23.2 Any variation of the terms and conditions of this Agreement will only be binding if in writing and agreed to by both parties.

Inconsistency

- 23.3 If there is any inconsistency between this Agreement and the Schedule to this Agreement, the Schedule prevails to the extent of that inconsistency.

Entire agreement

- 23.4 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or representations, written or oral.

Waiver

- 23.5 Waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

Exercise of rights

- 23.6 A party may exercise any right at its discretion, and separately or concurrently with any another right. A single or partial exercise of a right by a party does not prevent a further exercise of that right or any other right. Failure by a party to exercise, or any delay in exercising, a right does not prevent its exercise.

Rights cumulative

- 23.7 The rights provided in this Agreement are cumulative with and not exclusive of the rights provided by law or available in equity independently of this Agreement.

Licensee's Assignment

- 23.8 Unless otherwise specified, the Licensee must not assign or transfer its rights under this Agreement unless it has first obtained the written consent of Techboard which may be withheld in its absolute discretion.

Techboard's Assignment

- 23.9 Techboard may assign or transfer its rights under this Agreement in its absolute discretion, provided that it notifies the Licensee in writing of that assignment.

Change of control

- 23.10 If the Licensee is a corporation (other than a public company as defined in the Corporations Act 2001 (Cth)) the Licensee is deemed to have assigned this Agreement if:
- 23.10.1 anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Licensee to another person; or
 - 23.10.2 there is any change in control of the Licensee within the meaning of the Corporations Act 2001 (Cth).

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No partnership

- 23.11 The Licensee is not a partner, joint venturer, employee or agent of Techboard by virtue of this Agreement, nor does the Licensee have any power or authority to bind or represent Techboard or represent itself as such.

Unenforceable

- 23.12 If any provision of this Agreement becomes invalid, illegal or unenforceable for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted or the provision shall be read down to the extent reasonable to make it valid and enforceable, at Techboard's election.

In writing

- 23.13 No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement, or arising from it, will be deemed to have been made by Techboard, unless in writing.

Proper law

- 23.14 This Agreement is governed by the law of Western Australia and the parties submit to the non- exclusive jurisdiction of the courts of Western Australia.

24 Interpretation

- 24.1 In this Agreement, unless the contrary intention appears:
- 24.1.1 item numbers refer to those in the Schedule;
 - 24.1.2 words in the singular include the plural and vice versa;
 - 24.1.3 if a word or phrase is defined, its other grammatical forms have corresponding meanings;
 - 24.1.4 headings and bold print are for reference only and do not affect interpretation;
 - 24.1.5 if any form of the word 'include' is used, it is to be read as if followed by the words 'without limitation';
 - 24.1.6 no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
 - 24.1.7 where a party to this Agreement is more than one person, they are jointly and severally liable under the terms of this Agreement;
 - 24.1.8 where time is to be calculated by reference to a day or event, that day or event is included;

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- 24.1.9 any Schedule, Annexure or document entered into pursuant to this Agreement whether executed at the time of entering into this Agreement or later, is incorporated into and forms part of this Agreement;
- 24.1.10 a reference to:
- (a) a person includes a company, partnership, joint venture, unincorporated association, corporation, government or statutory body or authority, or body corporate;
 - (b) a person includes the person's legal personal representatives, executors, administrators, successors and permitted assigns;
 - (c) a party includes that party's officers, employees, contractors, agents, invitees and board members;
- 24.1.11 a party which is a trustee is bound both personally and in its capacity as a trustee;
- 24.1.12 a statute, ordinance, code or other law includes regulations, by-laws and rules and any successive statutory instrument as modified or replaced;
- 24.1.13 any agreement or document is a reference to that agreement or document as amended, supplemented or replaced from time to time;
- 24.1.14 a currency, including dollars or \$ is to the Australian currency, unless otherwise stated;
- 24.1.15 a right includes a benefit, remedy, discretion or power; and
- 24.1.16 time is to Western Standard Time, Perth, Western Australia.

25 Definitions

- 25.1 The following words and expressions are capitalised in this Agreement and have meanings assigned to them as shown below, except where the context implies otherwise:

Agreement means this document and includes any Schedule, Annexure or other document incorporated by reference into this document.

Approved Purpose means the purpose specified in clause 4.

Business Day means any day other than a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means the date upon which the fee is paid in accordance with clause 2.

Consultant means any person (including employees of that person) who is externally hired by the Licensee or by the end user of the Data and whose use must be in accordance with the Approved Purpose and specifically with item 9.3.

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Data means funding data and related company information provided in the form of a funding table and interactive charts substantially in the form found at <https://techboard.com.au/accessing-techboard-funding-data/>, or such other form as Techboard determines, updated quarterly;

Date of Agreement has the same meaning as Commencement Date.

Force Majeure Event means an event that is caused by an act or event beyond the reasonable control of the party (other than an obligation to pay money when it falls due) and that was not reasonably foreseeable at the time this Agreement was entered into, including:

- (a) any natural disaster including lightning strikes, earthquakes, floods, storms, explosions and fires;
- (b) national emergencies, acts of war, acts of public enemies, sabotage and revolution; and
- (c) prohibitive governmental legislation, industrial disputes and strikes.

Further Term means any number of periods of one year for which the Term is renewed in accordance with clause 19.

GST means goods and services tax payable under the GST Act.

GST Act means The New Tax System (Goods and Services Tax) Act 1999 (Cth).

Information Suppression Notice means a written notice given to the Licensee by Techboard following an application made to Techboard by a person for suppression of specified information about that person, from all Techboard name indices, for reasons of personal safety and security.

Intellectual Property Rights means all rights in and to the Data including copyright, trade-marks, design, patent, know-how and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

Registered User means the identified individual linked to a specified login code as provided for in clause 8.

Special Conditions means the additional conditions of this Agreement specified in the schedule which take precedence over any other term of this Agreement in the event of any inconsistency.

Term means the period of one year from the Commencement Date and includes any Further Terms.

Termination Date means the earliest of:

- (a) the expiry of the Term;
- (b) if the Agreement is terminated earlier, that date; or
- (c) if the parties enter into Further Term/s, the expiry date of that period.

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Schedule

Details of Parties

Details	Techboard	Licensee
Entity Name	Acceleration Venture Catalysts Pty Ltd (trading as Techboard)	
ABN/ACN:	32 143 019 541/143019541	
Contact:	Peter van Bruchem	
Address:	87 Chelmsford Road Mount Lawley Western Australia WA 6050	
Telephone:	0466 262 649	
Email:	Funding@techboard.com.au	
Web:	Techboard.com.au/Techboard.co	
Support Contact:	Customer Service Phone: 0466262649 Email: Support@techboard.com.au	
Email Notifications: (e-news and outage/changes to the Data)	Funding@techboard.com.au	
License Agreement Tier		
Email Addresses for Login		

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Special Conditions

Execution

Executed as an Agreement

Executed by)
Acceleration Venture Catalysts Pty Ltd)
ACN [143 019 541])
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Signature of Director

Print name of Director
**delete that which does not apply*

Executed by the Licensee)
[XXXXXXXXXXXXX])
by authority of:)

Witness:

Signature:

Full Name:

Address:

Occupation: