



Software for the Moving and Storage Industry

Master Licence Agreement

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1. Purpose

This Agreement governs the Customers ("your") acquisition and use of our services.

Either by acceptance of a Quotation form that references this Agreement, or by clicking a box indicating your acceptance, you agree to the terms of this Agreement.

If you do not agree to this Agreement, you should not use the Moveware Custom Application. This Agreement constitutes a binding legal agreement between you and Moveware. ("Moveware Pty Ltd (Australia), "Moveware Ltd (United Kingdom)", "Moveware Ltd (Canada)" "we," "us," and "our").

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. If you do not have such authority, or if you do not agree with these Terms and Conditions, you must not accept this Agreement and may not use the services.

This Agreement was last updated on 16 October 2023. It is effective between You and Us as of the date of You accepting this Agreement.

2. Definitions

"Agreement" means "Master licence Agreement".

"Us" means "Moveware Pty Ltd", "Moveware Ltd" may also be referred to as "we" and "our".

"Customer" shall mean the entity identified as the customer in the Quotation, may also be referred to as 'You' and 'Your'.

"Moveware Custom Application" means applications and software products that are provided by Us and are clearly identified as such. They may include but are not limited to "Moveware", "MoveSurvey", "MoveClient", "MovePartner", "MoveTransfer", "Mobi", "MoveConnect" and "MoveSMS".

"Services" means any Software Subscription or Implementation Service as described in the Quotation Form and which must include the features described in and comply with the functionality set out in the User Guide / marketing material presented on Our website as at the date of this agreement.

"Software" means the software licensed by Us to You, which are included in the Purchased Services and are otherwise described in the Quotation Form.

"Quotation Form" means a quotation form provided by Us to You on or immediately prior to the execution of this Agreement.

"Users" means individuals who are authorised by the You to use the Services, for whom Services have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“User Guide” means the general application guides provided to the Customer as part of the Quotation process and implementation of services.

“Your Data” means Personal Information and all other data and information concerning Customer or Customer’s personnel or business clients: (a) provided by or on behalf of You to Us; or (b) obtained by Us based on the use or Processing of data or information provided by or on behalf of You to Us.

“Personal information” means private data about an individual person, including name, address, telephone number, email address, and any other information that identifies an individual.

3. Purchased Services

Purchased Services may include Software Subscription and Implementation Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Quotation Forms.

3.1 Software Subscription Services

- (i) Software is purchased as User subscriptions of Moveware Applications and may be accessed by no more than the specified number of Users specified in the Quotation Form.
- (ii) An annual service fee is charged by Us to you for the provision of these services.
- (iii) The Purchased Services may be installed on your computers or available online as applicable.
- (iv) Support Services are provided as part of Your Subscription Services and provide You with the availability of the latest product version (upgrades) of Moveware Applications, available product patches and bug fixes, reporting and tracking. Support Services also provide access to the Help desk to assist You in the correct usage of the software and to help in identifying problems and their causes. They also allow access to Implementation Services as set forth in Section 3.2.

3.2 Implementation Services

Implementation services may include Moveware Custom Application installation, configuration, report writing, custom development, data import, training and testing and acceptance procedures.

- (i) Implementation fees are charged by Us to you for the provision of these services.
- (ii) If the provision of implementation services results in Us incurring travel and accommodation costs we are entitled to invoice these costs to you detailed in the relevant Quotation Forms.

4. Fees and Payment for Purchased Services

4.1 Fees

In full consideration for the Services provided to You, You shall pay all fees specified in all Quotation Forms hereunder. Payment obligations are non-cancellable, and fees paid are non-refundable.

Charges for Software Subscriptions referred to in the Quotation Form will be billed to You in advance. Unless specified in the Quotation Form, User subscription fees are based on 3 monthly periods that begin on the subscription start date and thereafter each 3 monthly anniversary thereof. Except as

otherwise specified herein or in a Quotation Form, fees are based on services purchased and not actual usage. If you add more Users than the number of Licenses you purchased, we will add those Users to your Account and impose additional charges for such additional Licenses on an ongoing basis.

Charges for Implementation services will be billed to you as detailed in the Quotation Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date.

Payment of all charges is to be made prior to the due date. You are solely responsible for any and all fees charged to you by your bank, or financial institution. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies.

4.2. Overdue Charges

If any charges are not received from You by the due date, then at Our discretion and without limiting our other rights and remedies We may do one or more of the following,

- (i) Such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- (ii) Subject to clause 4.3, suspend the provision of Purchased Services; and
- (iii) We may condition future subscription renewals and Quotation Forms on payment terms shorter than those specified in Section 4.1 (Fees).

4.3 Suspension of Service and Acceleration

- (i) If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorised Us to charge to Your credit card or via Direct Debit), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.
- (ii) We will give You at least 14 days' prior notice that Your account is overdue, in accordance with Section 11.2. (Manner of Giving Notice) before suspending services to You.

4.4 Payment Disputes

We shall not exercise Our rights under Section 4.2 (Overdue Charges) or 4.3 (Suspension of Service and Acceleration) if You pay to Us all moneys not in dispute, the disputed matters are reasonably and in good faith in dispute, You make reasonable endeavours to and are cooperating diligently to resolve the dispute forthwith.

4.5. Taxes

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5. Non-MoveWare Providers

5.1 Acquisition of Non-MoveWare Products and Services

We or third parties may from time to time make available to You (e.g., through Moveconnect.com) third-party products or services, including but not limited to Non-MoveWare Applications and implementation, customisation and other consulting services. You will agree that any acquisition by You of such non-MoveWare products or services, and any exchange of data between You and any non-MoveWare provider, is solely between You and the applicable non-MoveWare provider and You agree that you have made or will make all due and proper enquiries to ensure that the Non-MoveWare Applications meet Your requirements and do not conflict with the Purchased Services. You agree with Us to comply with and abide by all the terms and conditions relating to the Non-MoveWare Applications. We do not warrant or support non-MoveWare products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in a Quotation Form. Subject to Section 5.2 (Integration with Non-MoveWare Services), no purchase of non-MoveWare products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

5.2. Non-MoveWare Applications and Your Data

If You install or enable Non-MoveWare Applications for use with Purchased Services, You acknowledge that We may allow providers of those Non-MoveWare Applications to access Your Data as required for the interoperation of such Non-MoveWare Applications with the Purchased Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-MoveWare Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-MoveWare Applications for use with the Services.

5.3. Integration with Non-MoveWare Services

The Purchased Services may contain features designed to interoperate with Non-MoveWare Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-MoveWare Applications from their providers. If the provider of any such Non-MoveWare Application ceases to make the Non-MoveWare Application available for interoperation

with the corresponding Purchased Services features on reasonable terms, We may cease providing such service features without entitling You to any refund, credit, or other compensation.

6. Proprietary Rights

6.1. Reservation of Rights in Services

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions

You shall not

- (i) permit any third party to access the Purchased Services except as permitted herein or in a Quotation Form,
- (ii) create derivative works based on the Services except as authorised herein,
- (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes,
- (iv) reverse engineer the Services.
- (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code

If You, a third party acting on Your behalf, or a User creates applications or program code using the Purchased Services, You authorise Us to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data

Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions

Where You seek any additions or enhancements to the Software, We will discuss with you the terms and conditions upon which such additions or enhancements will be provided and unless otherwise agreed We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Purchased Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. Confidentiality and Privacy

7.1. Definition of Confidential Information

As used herein, "Confidential Information" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information includes the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Quotation Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that.

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party
- (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
- (iii) is received from a third party without breach of any obligation owed to the Disclosing Party,
- (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care)

- (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and
- (ii) except as otherwise authorised by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Quotation Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing

Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4. Privacy Policy

We are committed to protecting personal information that we collect from you or that you provide to us and to using such personal information in adheres to applicable privacy laws and regulations. We believe it is important for you to know how we treat your personal information.

Moveware's Privacy Policy details how Moveware secures and deals with your personal information.

8. Warranties

8.1. Our Warranties

We warrant that

- (i) We have validly entered into this Agreement and have the legal power to do so;
- (ii) the Services shall perform materially in accordance with the User Guides;
- (iii) subject to Section 5.3 (Integration with Non-Moveware Services), the functionality of the Services will not be materially decreased during a subscription term;
- (iv) We will comply with the Privacy Policy and
- (v) We will not knowingly transmit malicious code to You, provided it is not a breach of this subpart if You or a User uploads a file containing malicious code into the Purchased Services and later downloads that file containing malicious code.

For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination)

8.2. Your Warranties

You warrant or covenant that

- (i) You have validly entered into this Agreement and have the legal power to do so;
- (ii) Where you do not hold the intellectual property rights to Your Data, you are authorised to provide Your Data to Us;
- (iii) You will comply with the obligations of, or the recommendations made to a User which are contained in the User Guide, or which are communicated to You by Us;
- (iv) You will comply with the terms and conditions relevant to the Non-Moveware Applications;
- (v) You will comply with all applicable laws, regulations, and ordinances in relation to privacy; and
- (vi) You will comply with all Our reasonable requests

8.3. Disclaimer

Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including

any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

8.4. Non-GA Services

From time to time, We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

9. Mutual Indemnification

9.1. Indemnification by Us

We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall reimburse You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You

- (i) promptly give Us written notice of the Claim Against You;
- (ii) give Us sole control of the defence and settlement of the Claim Against You and
- (iii) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You.

If We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You and in full and final settlement of all our legal rights and obligations to You:

- (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above.
- (ii) obtain a license for Your continued use of the Services in accordance with this Agreement or
- (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

9.2. Indemnification by You

You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against

Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We;

- (i) promptly give You written notice of the Claim Against Us;
- (ii) give You sole control of the defence and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and
- (iii) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy

This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. Limitation of Liability

10.1. Limitation of Liability

Subject to clause 8, neither party's liability with respect to any one or more incidents arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) shall not exceed in any 12 month period (commencing from the date of this agreement) the net amount paid by You hereunder in that 12 months (after deducting any previous amount or amounts paid to the party claiming damages) provided that in no event shall either party's aggregate liability arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by You hereunder. The foregoing shall not limit your payment obligations under section 4 (fees and payment for purchased services).

10.2. Exclusion of Consequential and Related Damages

In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

10.3 Accounting Practice Limitation

We do not teach accounting or accounting principles. If applicable, it is recommended that the User(s) who will be operating your application be at minimum, familiar with the basics of bookkeeping. If this User(s) does not have bookkeeping experience, we recommend that they attend a beginner accounting course at a local university or technical school prior to operating the software. We do not issue opinions on accounting rules, principles or transactions.

11. Term & Termination

11.1. Term of Agreement

This Agreement commences on the date You accept it and continues until all Software Subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Term of Purchased Software Subscriptions

User subscriptions purchased by You commence on the start date specified in the applicable Quotation Form and continue for the subscription term specified therein. Unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term and except as otherwise specified in the applicable Quotation Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter). The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 6% of the previous list pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Quotation Form as discounted, promotional or one-time in which case the price for the succeeding term for the relevant Services shall be as agreed between the parties and failing agreement Your right to continue to use the relevant Services will terminate at the end of such prior term.

11.3. Termination for Cause

A party may terminate this Agreement for cause:

- (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or
- (ii) if the other party becomes the subject of a petition or any act of bankruptcy or insolvency or any other proceeding relating to the appointment of any administrator (howsoever described), insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination, such refund to take place on the later of 30 days from the termination for cause by You or the date upon which any claim for damages by You to Us have been quantified and paid. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Quotation Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination. Implementation fees are not refundable.

11.5. Return of Your Data

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.6. Surviving Provisions

Section 4 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data) and 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction)

12. Who You Are Contracting With, Notices, Governing Law and Jurisdiction

12.1. General

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Australia, New Zealand or a country in Asia or the Pacific Region	Moveware Pty Ltd	Suite 201 354 Tooronga Road Glen Iris 3146 Victoria, Australia	Victoria, Australia	Victoria, Australia
The United States of America, Canada, Mexico or a country in South America or the Caribbean	Moveware Ltd (Canada)	236 Pritchard Road Hamilton, Ontario L8W 3P7 Canada	Ontario, Canada	Ontario, Canada
A country in Europe, the Middle East and Africa	Moveware Ltd (UK)	13 Smiths Yard Summerley Street London SW18 4HR United Kingdom	England & Wales	England & Wales

12.2. Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon:

- (i) personal delivery
- (ii) the second business day after mailing,
- (iii) the second business day after sending by confirmed facsimile,
- (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

12.3. Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

12.4. Waiver of Jury Trial

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.