

waterRIDE™

Software Licence and Maintenance

1. PROVISION OF SOFTWARE

- 1.1 The Licensor offers the software named in the **Quote (Software)** which will be delivered by the **Licensor** to the **Customer** in the manner designated by the Licensor.
- 1.2 In some cases, the **Software** may interface or interoperate with third party services and plugins. Where the **Customer** requires such third party services, the **Customer** is solely responsible for managing and maintaining the third party services and any associated licences.

2. GRANT OF LICENCE AND ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 By accessing and using the **Software**, the **Customer** accepts and agrees to the terms of this **Agreement**.
- 2.2 The **Licensor** reserves the right to amend and update this **Agreement**, without notice to **Customer**, by publishing any amended agreement on its website www.waterRIDE.net.
- 2.3 In consideration for the **Customer's** full payment of the **Fees**, the **Licensor** hereby grants to the **Customer** a non-exclusive, non-transferable, perpetual licence to use and access the **Software** for the **Customer's** internal business purposes for the duration of the **Term**, subject to the **Licensor's** right to terminate this **Agreement** under clause 13.2.1.

3. LICENCE CONDITIONS

- 3.1 The **Customer** must only use the **Software**:
 - 3.1.1 in accordance with the terms of this **Agreement**; and
 - 3.1.2 in accordance with the normal operating procedures as notified by the **Licensor**.
- 3.2 The **Customer** must not:
 - 3.2.1 copy, alter, modify or reproduce the **Software** except to the extent otherwise authorised by this **Agreement**;
 - 3.2.2 reverse engineer, reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the **Software**;
 - 3.2.3 attempt to bypass any security measures within the **Software**;
 - 3.2.4 use the **Software** for any purpose other than its internal business purpose; or
 - 3.2.5 sell, resell, sublicense, redistribute, repurpose or rent access to the **Software**.
- 3.3 The **Customer** must only access the **Software** via equipment specified by the **Licensor** as meeting the relevant operational requirements. If the **Customer** chooses to access the **Software** via any other equipment, the **Customer** acknowledges and agrees that:
 - 3.3.1 the functionality of the **Software** may be reduced or materially affected; and
 - 3.3.2 the **Customer** will be using such alternative equipment at the **Customer's** sole risk.
- 3.4 The **Customer** is not restricted to:
 - 3.4.1 the number of physical hardware systems or

- 3.4.2 the number of users accessing or utilising the **Software**,
provided that:
- 3.4.3 the users each:
 - (a) have an appropriately paid up number of licences (as specified in the **Quote**); and
 - (b) are using the **Software** solely for the purpose of and in connection with the **Customer's** business; and
- 3.4.4 the **Customer** remains liable for all actions and inactions of its users who access and use the **Software**.
- 3.5 The **Licensor** is only obliged to support and maintain the **Software** as specified in this **Agreement**.
- 3.6 The **Customer** acknowledges that there is no transfer of title or ownership to the **Customer** of the **Software** or any modifications, updates or new releases of the **Software**.

4. MAINTENANCE

- 4.1 In consideration for the **Customer's** payment of the **Maintenance Fees** and for as long as the **Customer** continues to pay the **Maintenance Fees**, the **Licensor** agrees to:
 - 4.1.1 investigate and resolve reported problems with the **Software** in accordance with this clause 4; and
 - 4.1.2 provide updates and upgrades to the **Software** in accordance with clause 5.1 for the term of the maintenance period.
- 4.2 The maintenance services provided under this **Agreement** are available between 9am and 5pm Sydney time, on Business Days (**Working Hours**).
- 4.3 The **Customer** must, before the beginning of the **Term**, nominate one or more representatives responsible for liaising with the **Licensor** for maintenance services or general enquiries. The **Customer** may, from time to time, replace its representatives with reasonable notice to the **Licensor**.
- 4.4 Upon receipt of a problem report from the **Customer** about an **Error** with the **Software**, the **Licensor** will:
 - 4.4.1 make commercially reasonable efforts to promptly investigate the issue;
 - 4.4.2 advise the **Customer** whether an **Error** exists; and
 - 4.4.3 where an **Error** exists, advise as to what, if any, solution exists.
- 4.5 The **Licensor** shall, acting reasonably and in consultation with the **Customer**, categorise, respond to and make commercially reasonable efforts to correct an **Error** and ensure the software functions in accordance with the 'Error response and resolution targets' table in the **Appendix** to this **Agreement**.
- 4.6 The **Licensor** may, at any time, and acting reasonably and in consultation with the **Customer**, vary the severity assigned to any reported **Error** under clause 4.5 where:
 - 4.6.1 the **Error** meets the criteria defined for the



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- 4.6.2 revised severity; or the resolution time designated for the original or upgraded severity has lapsed without resolution of the **Error**.
- 4.7 While every effort will be made to provide a resolution to the **Error**, including by workaround or patch, within the target resolution time specified, the **Licensor** cannot guarantee a resolution within this period;
- 4.8 The maintenance services and target times described in clauses 4.4 and 4.5 exclude:
 - 4.8.1 support of releases of the **Software** other than the then-current and immediately prior version;
 - 4.8.2 support for any modifications made to the **Software**, or any part thereof, by the **Customer** or for the **Customer** by persons other than the **Licensor**;
 - 4.8.3 the provision of new products as an update or upgrade;
 - 4.8.4 any shipping or transport charges in connection with an update or upgrade; or
 - 4.8.5 services for any and all **Errors** which are subsequently determined by the **Licensor** to be an **Error** in the relevant hardware or the **Customer's** system or otherwise not substantially caused by the **Licensor**.

5. UPDATES, UPGRADES AND TRAINING

- 5.1 From time to time during the **Term**, the **Licensor** may make available updates and upgrades to the **Software**. The **Licensor** will:
 - 5.1.1 notify the **Customer** by email; and
 - 5.1.2 make available the updates and upgrades at a time of its choosing.
- 5.2 This **Agreement** will continue to apply in all respects to the update or new release which shall be deemed to be the **Software** for the purpose of this **Agreement**.
- 5.3 The **Customer** is responsible for the installation of the **Software** and any updates or upgrades received. However, at the **Customer's** request, the **Licensor** may provide the **Customer** with installation support or training in accordance with clause 5.4.
- 5.4 Where the **Customer** requires the provision of services under clauses 4.8 or 5, or any additional support services to cover areas such as training, project support, and software installation:
 - 5.4.1 the **Customer** and the **Licensor** must enter into a work order for such services;
 - 5.4.2 the **Customer** agrees to pay the **Licensor** on a time and materials basis for such services at the rates specified by the **Licensor** in the relevant work order; and
 - 5.4.3 where the **Customer** requires training services and subsequently cancels or does not attend the training, the **Customer** acknowledges and agrees that it is responsible for the **Licensor's** costs of preparing and facilitating the training.

6. MODIFICATIONS

- 6.1 The **Customer** must not modify, alter or customise

the **Software** or merge all or any part of the **Software** with any other software without the **Licensor's** prior written permission.

- 6.2 If the **Software** is modified or altered by the **Licensor** at the **Customer's** Request, or by the **Customer** or a third party with the permission of the **Licensor** pursuant to clause 6.1:
 - 6.2.1 the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by the **Customer**; and
 - 6.2.2 the **Customer** indemnifies the **Licensor** against any and all liability which may be incurred by the **Licensor** if such modifications or alterations infringe any **Intellectual Property Rights** of a third person or otherwise cause the **Licensor** to suffer loss, damages or expense.
- 6.3 The **Software** as modified or altered remains the property of the **Licensor** in all respects, whether modified by the **Customer**, the **Licensor** or a third party and whether or not authorised pursuant to this **Agreement**. On the **Licensor's** request, the **Customer** must:
 - 6.3.1 assign the **Licensor** all **Intellectual Property Rights** arising out of any modifications to the **Software**; and
 - 6.3.2 execute such documents and perform such other acts as are necessary in order to give effect to this clause 6.3.
- 6.4 This **Agreement** will continue to apply in all respects to the modified **Software**, which shall be deemed to be the **Software** for the purpose of this **Agreement**.

7. SECURITY

- 7.1 The **Customer** must not introduce (or seek to introduce) any Virus into the **Software** or any associated systems.
- 7.2 The **Customer** is solely responsible for the security of the **Customer's** access to the **Software**, as well as the use, supervision, management and control of the **Software** and any documentation by the **Customer's** users.
- 7.3 The **Customer** must ensure that the **Software** is protected at all times from misuse, damage, destruction or any form of unauthorised use or access, including by the **Customer's** users.
- 7.4 The **Customer** must:
 - 7.4.1 keep accurate records of the **Customer's** use of the **Software** in accordance with the specifics set out in the **Quote**, and, where permitted under clause 6.1, any records relating to the access, copying, modification and disclosure of the **Software**;
 - 7.4.2 permit the **Licensor** to inspect such records at the **Customer's** premises during the **Working Hours**; and
 - 7.4.3 on the **Licensor's** request, immediately furnish to the **Licensor** a copy of all or any part of such records.
- 7.5 The **Customer** shall indemnify the **Licensor** against

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any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of the **Customer's** breach of this clause 7.

8. FEES AND PAYMENT

- 8.1 The **Licensor** shall invoice the **Customer**:
 - 8.1.1 for the **Licence Fee**: on the **Commencement Date**;
 - 8.1.2 for the **Maintenance Fee**: on the **Commencement Date** and each anniversary thereafter (or other date as determined by **Licensor** in order to align billing with a financial year quarter, provided that if invoiced on another date, the **Maintenance Fee** will be prorated accordingly); and
 - 8.1.3 for any updates, upgrades or training services under clause 5.4, in accordance with the directions in the relevant work order.
- 8.2 If the **Customer** elects at any time during the **Term** to not receive the maintenance services set out in clause 4 and to cease paying the **Maintenance Fee**, the **Customer** will be charged a **Maintenance Renewal Fee** if the **Customer** subsequently elects to receive such maintenance services. For the avoidance of doubt, the **Maintenance Renewal Fee** is in addition to the **Maintenance Fee** that is due and payable for the maintenance services. The **Licensor** shall invoice the **Customer** for the **Maintenance Renewal Fee** on the date that the **Customer** subsequently elects to receive the maintenance services.
- 8.3 Each invoice shall be due within 30 days after its invoice date.
- 8.4 Where an invoice becomes overdue, the **Licensor** may, in its sole discretion:
 - 8.4.1 charge a late fee of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on all amounts due that are not paid in full at the time provided above; and
 - 8.4.2 suspend the **Customer's** access to the **Software** and the **Licensor's** provision of any **Maintenance Services** in the event amounts due to the **Licensor** from the **Customer** in accordance with this **Agreement** exceed 30 days past due.
- 8.5 All fees or any payments and additional charges payable under this **Agreement** are exclusive of any taxes, duties or charges which may be applicable, including goods and services, sales or use, customs and withholding and like charges, all of which shall be paid by the **Customer**.
- 8.6 All fees or other payments and additional charges payable under this **Agreement** are non-refundable except as otherwise set out in clause 13.5.
- 8.7 The **Licensor**, may, in its sole discretion, increase the **Maintenance Fee** with notice to the **Customer** 45 days before the next maintenance renewal date. Where the **Customer** does not accept the increase to the **Maintenance Fee**, the **Customer** may terminate this **Agreement** in accordance with clause 13.3.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Any rights not expressly granted to the **Customer** under this **Agreement** are reserved to the **Licensor** and its third party licensors in respect of all right, title and interest. The **Customer** expressly grants to the **Licensor** a worldwide right to host, copy, transmit and display any data or documentation the **Customer** creates or uploads using the **Software**. Such licence to the **Licensor** is strictly for the purposes of providing the **Customer** with access to and use of the **Software**, along with any ancillary services.

10. INDEMNIFICATION

- 10.1 The **Customer** shall indemnify the **Licensor** against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging any infringement of **Intellectual Property Rights** caused by:
 - 10.1.1 the **Customer's** use of the **Software** in combination by any means and in any form with other goods not specifically approved by the **Licensor**;
 - 10.1.2 the **Customer's** use of the **Software** in a manner or for a purpose not reasonably contemplated or not authorised by this **Agreement**;
 - 10.1.3 the **Customer's** modification, customisation or alteration of the **Software** without the prior written consent of the **Licensor**; or
 - 10.1.4 any transaction entered into by the **Customer** relating to the **Software** without the **Licensor's** prior consent in writing.
- 10.2 The **Licensor** shall indemnify the **Customer** against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging any infringement of a third party's **Intellectual Property Rights** caused by the **Customer's** use of the **Software** in accordance with the terms of this **Agreement**.

11. WARRANTY AND IMPLIED TERMS

- 11.1 the **Licensor** warrants that if properly used, the **Software** will conform, in all material respects, to the then-current documentation for a period of 30 days after the **Commencement Date**, or, in the case of updates or releases, after the date that the update or release is made available to the **Customer**.
- 11.2 except as prohibited by applicable law or otherwise provided in this **Agreement** (and subject to clauses 11.3 and 12.1), the **Software** is provided "as is", the **Customer** uses the **Software** at its own risk, and the **Licensor** makes no representations, warranties or guarantees of any kind, whether express, implied, statutory or otherwise regarding the **Software**, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, any warranty arising out of any course of dealing or usage of trade, any warranty that the software will be provided uninterrupted, error free or free of harmful components, or any warranty that any content will be

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- secure or not otherwise lost or damaged.
- 11.3 where legislation implies in this **Agreement** any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this agreement. however, the liability of the **Licensor** for any breach of such condition or warranty shall be limited, at the option of the **Licensor** to the extent permitted, to one or more of the following:
- 11.3.1 the replacement of the goods or the supply of equivalent goods;
 - 11.3.2 the repair of such goods;
 - 11.3.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 11.3.4 the payment of the cost of having the goods repaired.

12. LIABILITY OF LICENSOR

- 12.1 to the maximum extent permitted by law, the **Licensor** shall be under no liability to the **Customer** in respect of any loss or damage (including for loss of profits, wasted expenditure, anticipated savings, loss of goodwill, loss of data or for any indirect, consequential or special loss or damage whether or not the loss or damage was foreseeable or contemplated by the **Licensor** or if the **Licensor** was advised of the possibility of such loss or damage) which the **Customer** may suffer or incur or which may arise directly or indirectly in respect of the **Software** (including the **Customer's** use of the **Software**, any results, outputs or outcomes generated by the **Customer's** use of the **Software** or any **Error**), any errors or omissions in the software or the documentation, any goods or services supplied pursuant to this agreement or in respect of a failure or omission on the part of the licensor to comply with its obligations under this **Agreement**.
- 12.2 in respect of any liability that is not excluded by clause 12.1, the **Licensor's** liability for any loss or damage which the **Customer** may suffer or incur or which may arise directly or indirectly in respect of the **Software** or this **Agreement** shall be capped in respect of all claims to the fees paid or payable by the customer in the 12 months before the claim arises.

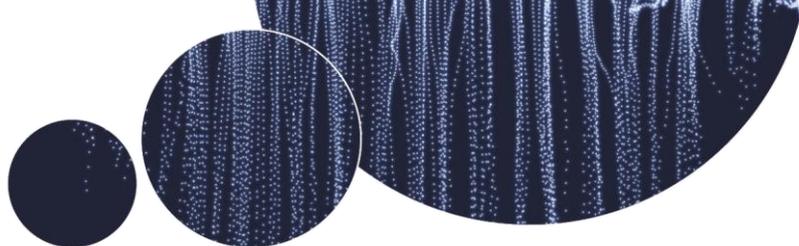
13. TERM AND TERMINATION

- 13.1 This **Agreement** commences on the **Commencement Date** and continues for a period of 12 months unless it is earlier terminated in accordance with this clause 13 (**Term**). This **Agreement** shall automatically renew for additional 12 month Terms unless otherwise terminated in accordance with this clause 13.
- 13.2 Either party may terminate this **Agreement** where the other party:
- 13.2.1 is in material breach of this **Agreement** and, where such breach is capable of remedy, fails to remedy that breach within 30 days of a written notice requiring it to do so;
 - 13.2.2 purports to assign, transfer or novate the

- licence to the **Software** other than in accordance with clause 17.4; or
 - 13.2.3 suffers an insolvency event.
- 13.3 The **Licensor** may terminate this **Agreement** where the **Customer** merges or is acquired by a competitor of the **Licensor**.
- 13.4 Either party may terminate this **Agreement** with effect from the expiry of the then-current **Term**, provided such party gives at least 30 days' notice to the other party prior to the date of such expiry.
- 13.5 Where the **Customer** validly terminates this **Agreement** for the **Licensor's** breach under clause 13.2.1, the **Licensor** will provide the Customer with a refund of any unutilised prepaid **Maintenance Fees**, calculated on a pro rata basis.

14. EFFECTS OF TERMINATION

- 14.1 On termination of this **Agreement** (except by the **Licensor** pursuant to clause 13.2.1):
- 14.1.1 all outstanding or unpaid **Fees** become due and payable;
 - 14.1.2 the obligations of confidentiality (but not the rights to use or disclose) under clause 15 will continue to apply to the parties; and
 - 14.1.3 clauses 2, 3, 6, 7, 8, 9, 10.1, 12, 14.1, 16 and 17 will continue to apply to the parties.
- 14.2 On termination of this **Agreement** by the **Licensor** pursuant to clause 13.2.1:
- 14.2.1 the licence to the **Software** granted under clause 2 automatically ceases;
 - 14.2.2 all outstanding or unpaid **Fees** become due and payable;
 - 14.2.3 the **Customer** must:
 - (a) return the **Software**, and any copies it has made of the **Software**, to the **Licensor**; or
 - (b) with the **Licensor's** prior written consent, destroy, and certify the destruction of, all copies of the **Software**;
 - 14.2.4 the obligations of confidentiality (but not the rights to use or disclose) under clause 15 will continue to apply to the parties;
 - 14.2.5 clauses , 8, 9, 10.1, 12,14.2, 16 and 17 will continue to apply to the parties; and
 - 14.2.6 within 30 days of termination or expiry of this **Agreement**, on request by the **Customer**, the **Licensor** will make reasonable endeavours to make available to the **Customer** any data and documents the **Customer** have uploaded to the **Licensor's** systems in connection with the **Customer's** use of and access to the **Software**. The **Licensor** may charge the **Customer** a reasonable cost for doing so.
- 14.3 For the avoidance of doubt, if this **Agreement** terminates and the **Customer** continues to have access to or use the **Software**, the **Customer** will continue to be subject to all of the responsibilities and obligations that are set out in this **Agreement** with respect to the **Software** and the **Customer's** use of the **Software**.



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15. CONFIDENTIALITY

- 15.1 Subject to the provisions of clauses 15.2 and 15.3, each party must:
- 15.1.1 treat the other party's **Confidential Information** as strictly confidential and use best efforts (which are at least the same used to protect its own Confidential Information) to protect the other party's **Confidential Information** from disclosure;
 - 15.1.2 only use the other party's **Confidential Information** solely for the purposes contemplated by this **Agreement**; and
 - 15.1.3 not, without the prior written consent of the party from whom the **Confidential Information** was obtained (which may be withheld in that party's absolute discretion), publish, use or otherwise disclose to any person the other party's **Confidential Information** except for the purposes contemplated by this **Agreement**.
- 15.2 Each party may disclose **Confidential Information** which would otherwise be subject to clause 15.1 if, but only to the extent, it can demonstrate that:
- 15.2.1 such disclosure is required by applicable law;
 - 15.2.2 the **Confidential Information** was lawfully in its possession before its disclosure by the other party and had not been obtained from the other party or a third party with a duty to keep it confidential; or
 - 15.2.3 the **Confidential Information** has come into the public domain other as a result of a breach of this **Agreement** or any other obligation of confidence,
- provided that to the extent possible, any such disclosure must not be made without prior consultation with the party from whom the **Confidential Information** was obtained and in the case of disclosures under clause 15.2.1, must be made so as to minimise any such disclosure.
- 15.3 Each party may, for the purposes contemplated by this Agreement disclose the other party's **Confidential Information** to its officers and employees who need to know the other party's **Confidential Information** in order to perform under this Agreement, provided that:
- 15.3.1 such persons have first been directed (**Direction**) by the disclosing party to keep the **Confidential Information** confidential; and
 - 15.3.2 each disclosing party must enforce each **Direction** at its own cost.

16. DISPUTE RESOLUTION

- 16.1 In the event of any claim, dispute or misunderstanding arising out of or in connection with this **Agreement**, each of the parties shall notify the other party and first attempt to reach a satisfactory resolution directly through its representatives with:
- 16.1.1 knowledge of the subject matter of the dispute; and
 - 16.1.2 authority to settle the matter.
- 16.2 In the event that a claim, dispute or misunderstanding

cannot be resolved with 7 days of the first notice of the claim, dispute or misunderstanding under clause 16.1 such matter shall then be submitted to arbitration administered by the Australian Commercial Disputes Centre (ACDC).

- 16.3 The **Arbitration** shall be conducted in accordance with ACDC Arbitration Guidelines which are hereby deemed incorporated.

17. GENERAL

- 17.1 This Agreement will be governed by and construed according to the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 17.2 If any provision of this licence is held by a court of competent jurisdiction to be contrary to law or void (including in respect of any unfair contract terms legislation), that provision will be deemed to be null and void and the remaining provisions of this **Agreement** will be severed and otherwise continue in full force and effect.
- 17.3 This **Agreement** is the entire agreement between the party's regarding the **Customer's** access to and use of the **Software**. It supersedes and displaces all prior arrangements, agreements, discussions and representations (written or oral) in respect of its subject matter.
- 17.4 This **Agreement** is personal to the **Customer** and may not be assigned or novated without the **Licensor's** prior written consent (not to be unreasonably withheld or delayed). The **Licensor** may assign or novate this **Agreement** by written notice to the **Customer** and the **Customer** will, on request, promptly and without charge execute any document the **Licensor** reasonably provides to the **Customer** to effect this.
- 17.5 No failure or delay by either party in exercising any right under this **Agreement** will constitute (or be deemed to constitute) a waiver of that right.

18. DEFINITIONS AND INTERPRETATION

- 18.1 In this **Agreement**, the following words have the following meanings:
- Business Day** means any day which is not a Saturday, Sunday or public holiday in the place where the Licensor is located;
 - Commencement Date** means the date the Licensor electronically delivers the Software to the Customer.
 - Customer** includes the Customer specified in the Quote and its employees, agents and successors, but excluding its Related Bodies Corporate or any Associates as those terms are defined in the *Corporations Act 2001* (Cth);
 - Documentation** means the user documentation the Licensor makes available with the Software, including any instructions for installing updates or upgrades.
 - Direction** has the meaning given to it in clause 15.3.1;
 - Error** means any repeatable design or programming error in the Software which prevents the Software from substantially complying with the functionality as set out in the Quote or any documentation delivered



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or provided with the Software, which adversely affects the use, function or performance of the Software;

Fees means the Licence Fee, the Maintenance Fee and the Maintenance Renewal Fee;

Intellectual Property Rights means copyright, trade mark, design, patent, semiconductor or circuit layout rights;

Licence Fee means the fees specified in the Quote for the Customer's usage of the Software;

Licensor means Worley Services Pty Ltd with its office at Level 17, 141 Walker Street North Sydney NSW 2060 and its employees, agents and successors.

Maintenance Fee means the annual fees specified in the Quote for the Licensor's maintenance of the Software during the Term;

Maintenance Renewal Fee means the fee payable by the Customer in accordance with clause 8.2 which is equivalent to 12 months of the Maintenance Fee.

Quote means the document to which this Agreement is appended;

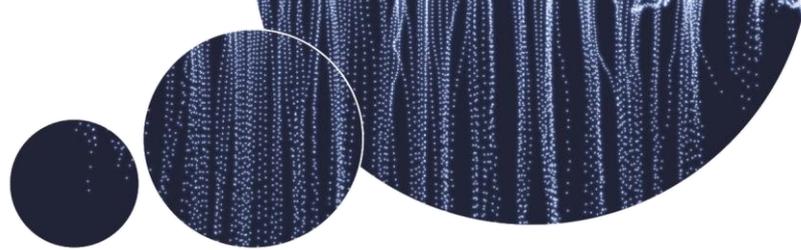
Software means the Licensor's software designated in the Quote and any enhancement, modification, update or new release of the that software or part thereof;

Term has the meaning given in clause 13.1;

Virus means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

Working Hours has the meaning given to it in clause 4.2.

- 18.2 In this **Agreement**, unless the contrary intention appears:
- 18.2.1 the clause headings are for ease of reference only and shall not be relevant to interpretation;
 - 18.2.2 a reference to a clause number is a reference to its subclauses;
 - 18.2.3 words in the singular number include the plural and vice versa;
 - 18.2.4 words importing a gender include any other gender;
 - 18.2.5 a reference to a person includes bodies corporate and unincorporated associations and partnerships;
 - 18.2.6 a reference to a clause is a reference to a clause or subclause of this Agreement;
 - 18.2.7 a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
 - 18.2.8 the use of the word "include" or its derivative forms shall not imply any limitation;
 - 18.2.9 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - 18.2.10 monetary references are references to Australian currency.



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Appendix - Error response and resolution targets

Severity	Description	Target		
		Response Time	Commence Work	Resolution Time
1	The Error relates to core functionality of the Software such that the Software cannot be used in any form until the Error has been fixed. The Licensors will assign a dedicated support analyst to work on the Error until it is resolved.	4 Working Hours	8 Working Hours	20 Working Hours
2	There is a significant Error with the Software , but enough functionality is available to leave the Software usable in a restricted form.	8 Working Hours	24 Working Hours	3 Business Days
3	There is a minor Error with the Software which does not significantly impact on the use of the Software or the range of functionality available.	8 Working Hours	3 Business Days	Nil

