

1. Formation

This agreement is made between livepro Australia Pty Ltd ABN 92 095 140 775 (livepro) and any entity that uses the Services (Client). The Client is bound by these terms of service on execution of these terms of service; or when the Client uses livepro it agrees to be bound by these terms of service.

2. Term

This agreement starts when Client begins using livepro and will continue until the Client ceases using livepro, unless terminated in accordance with this agreement.

3. Services

- 3.1 livepro will provide the Services in accordance with this agreement.
- 3.2 livepro will provide the Client with additional training in the use of the Services from time to time as required or requested by the Client, and the Client may be required to pay additional fees for such training.
- 3.3 The Client will have access to livepro's technical support and may use call-in technical support during normal business hours. Service requests must be communicated by telephone or email and must provide sufficient information to enable livepro to replicate and diagnose the reported problem. If necessary and subject to normal security procedures, livepro support staff may access the Client's data on the Service to diagnose and deal with reported errors.

4. Fees and Payment

- 4.1 The Client must pay the fees plus GST for the Services at the rates made available on the livepro website, or notified to the Client by livepro from time to time. The fees are invoiced monthly in arrears and the Client must pay invoices within thirty (30) days of the date of issue of the invoice.

5. Intellectual Property Rights

- 5.1 The Client owns all rights (including intellectual property rights), title and interest to the Client Content. The Client grants livepro a non-exclusive licence to use the Client Content for the purpose of performing livepro's obligations under this agreement.
- 5.2 The Client consents to livepro using the Client's company name and reproducing the Client's logos for livepro's promotional and publicity purposes.
- 5.3 livepro owns all rights (including intellectual property rights), title and interest to its software and training materials. livepro grants the Client a non-exclusive and non-transferable licence to use its software and training materials for the term of this agreement.

6. Liability and Indemnity

- 6.1 The Services are provided as is and the Client agrees that its use of the Services are at its own risk. Unless mentioned in this agreement, livepro makes no representations or warranties in relation to the Services or any products provided by third parties.
- 6.2 livepro excludes liability for:
 - a. any costs, expenses, claims or liability suffered or incurred by the Client as a result of livepro complying with the Client's directions;
 - b. any indirect liability, that is, any liability not arising naturally in the ordinary course of things from the relevant event or circumstance giving rise to the liability;
 - c. any loss of profit, loss of business opportunities, loss of software or loss of data, in each case whether such loss is direct or indirect, arising in connection with this agreement; and
 - d. any claim or demand brought by third parties.

6.3 To the extent permitted by law, livepro's aggregate liability arising in connection with this agreement will not exceed the fees paid by the Client under this agreement in the 90 days preceding the date of the claim.

6.4 livepro will not be liable for any delay or on-performance of livepro's obligations under this agreement if it is caused by a circumstance beyond livepro's reasonable control.

7. Suspension and Termination

7.1 Without limiting any remedies available to livepro under this agreement or at law, livepro may suspend the Services and/or terminate this agreement with notice to the Client if:

- a. the Client fails to remedy a breach within 7 days of a notice from livepro requesting the Client to do so;
- b. the fees are outstanding for more than 7 days past the due date; or
- c. the Client becomes insolvent.

7.2 livepro may terminate this agreement at any time by giving the Client at least 90 days' prior written notice. In this instance, any prepaid fees applicable to the unused portion of any Services will be refunded to the Client.

7.3 Upon the termination of this agreement for any reason, the Client must pay all outstanding fees.

8. General Terms

8.1 livepro may sub-contract the performance of any part of the Services to any third party or assign or novate this agreement or any of livepro's rights or obligations under this agreement.

8.2 This agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

8.3 The failure of either party to enforce any provisions under this agreement will not waive the right of such party thereafter to enforce any such provisions.

8.4 All notices and consents relating to this agreement must be in writing and sent by email.

8.5 If any term or provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

8.6 This agreement is governed by, and construed in accordance with the laws of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

9. Definitions

9.1 In this agreement:

- a. Associates mean the officers, directors, employees, subcontractors, consultants or agents of a party.
- b. Client Content means all information and materials stored in livepro by the Client in connection with this agreement.
- c. Pre-Existing Materials mean any of livepro's materials existing at the date of this agreement, including all trade marks, designs, design specifications, software, hardware or other documentation and materials used in livepro's business or operations.
- d. Services means the livepro software, training and any other services or software livepro provides to the Client.