# ProcurePro SaaS Supply Terms [AU]

**Last updated: 14 August 2026**

## 1 Term

### 1.1 Term of the Agreement

This Agreement commences on the date an Order Form is first executed between the parties and continues until it is terminated in accordance with clause 13 or all Order Forms have expired or been terminated (**Term**).

### 1.2 Term of each Order Form

(a) Each Order Form commences on the date specified in that Order Form and continues for the SaaS Term applicable to that Order Form or until it is terminated in accordance with its terms or this Agreement.

(b) The **SaaS Term** comprises the Initial Term and any Renewal Period.

(c) The Supplier will use reasonable endeavours to notify the Customer in writing at least 60 days before the expiration of the Initial Term or then-current Renewal Period (as applicable), to remind the Customer of the upcoming renewal and its right to give notice not to renew under this clause 1.2(d).

(d) The SaaS Term will be extended automatically for a period equivalent to the Initial Term or then-current Renewal Period (**Renewal Period**), on the terms of this Agreement and at the Supplier's then current fees (or fees otherwise agreed by the parties), unless either party provides notice that the SaaS Term will not be extended at least 30 days prior to the expiration of the Initial Term or then-current Renewal Period (as applicable).

(e) If notice is provided under clause 1.2(d), the SaaS Term will expire at the end of the Initial Term or then-current Renewal Period (as applicable).

## 2 Supply

### 2.1 Provision of ProcurePro

(a) The Supplier must provide ProcurePro:

(i) in accordance with this Agreement and the applicable Order Form;

(ii) with due care and skill; and

(iii) in a professional manner.

(b) Subject to clause 2.1(a):

(i) the Customer acknowledges and agrees that ProcurePro may contain bugs and is provided on an 'as is' basis; and

(ii) to the maximum extent permitted by law, the Supplier excludes all warranties (whether express or implied) with respect to ProcurePro, including with respect to ProcurePro being error or fault free or suitable for any of the Customer's intended uses or purposes.

## 3 Licence

### 3.1 Licence to ProcurePro

Subject to the Customer paying the relevant Fees in accordance with this Agreement and complying with the terms of this Agreement, the Supplier grants the Customer a non-exclusive, royalty-free, non-transferable right for the SaaS Term:

(a) to access and use ProcurePro, the API and the Documentation; and

(b) to allow Users to access and use ProcurePro and the Documentation,

solely in accordance with this Agreement, the applicable Order Form and the Documentation.

### 3.2 Users

(a) The Customer acknowledges and agrees that only Users with applicable User Credentials will be able to access and use ProcurePro.

(b) All Users are required to accept the Acceptable Use Policy before using ProcurePro.

### 3.3 Vendors

(a) The Customer may invite Vendors to submit responses to tenders on ProcurePro.

(b) Vendors are able to access tenders in ProcurePro via an invitation link. There is no requirement for Vendors to pay fees to access ProcurePro.

(c) There is no limit or restriction to the number of Vendors or tender submission requests that the Customer may make or receive under this Agreement.

### 3.4 API Licence

(a) Once the Customer has created an account on ProcurePro, in consideration of the Customer's payment of the Fees, the Supplier will supply the Customer with the API in accordance with clause 3.1.

(b) The Supplier may provide the Customer with specifications that give the Customer guidance to establish the required interfaces between the Customer's systems and the API.

(c) The Customer is responsible for, and must meet its own costs of:

(i) setting up and maintaining interfaces between its systems and the API, using suitably qualified Personnel and in accordance with the Documentation;

(ii) establishing and configuring its systems for the use of the API in accordance with the Documentation; and

(iii) obtaining and maintaining all hardware, software and communications equipment necessary to access and use the API.

(d) The Customer must review the Documentation to ensure that its systems continue to integrate with the APIs as updated and modified by the Supplier from time to time.

(e) Without limiting the obligations under clause 3.4(d), the Supplier will endeavour to provide the Customer with reasonable notice, where possible, of any material updates or modifications to the API and to the Documentation. If the Supplier makes any updates or modifications to the API or the Documentation, to the maximum extent permitted by law, the Supplier will not be liable.

(f) The Customer must not (and you must ensure that Users do not):

(i) access or use the API in any way that is improper or breaches any laws, infringes any person's rights (including intellectual property rights and privacy rights), or that gives rise to any civil or criminal liability;

(ii) interfere with or interrupt the supply of the API, or any other person's access to or use of the API;

(iii) introduce any viruses or other malicious software code through the API;

(iv) use any unauthorised or modified version of the API, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the API;

(v) attempt to access any data or log into any server or account that the Customer is not expressly authorised to access;

(vi) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or

(vii) access or use the API to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

## 4 Access and use

### 4.1 Projects and Contracts

(a) The Customer may authorise Users to create and access Projects and produce, collaborate on, assess and approve counterparties, negotiate and execute Contracts.

(b) The Customer is responsible for what level of access or use any User has to a Project and/or Contract.

(c) The Customer is responsible for arranging any obligations of confidentiality in respect of the Project or Contract if so required. This Agreement does not impose any obligations of Confidentiality upon Users in respect of Projects or Contracts.

(d) The Supplier is not responsible or liable in connection with any Project, Contract or its content, and the Customer waives, and releases the Supplier from, any Claim, however arising, in relation to any Project, Contract or its content.

### 4.2 Not used

### 4.3 Scope of Works

(a) Users with an appropriate licence type may be able to create and access Scope of Works.

(b) The parties acknowledge and agree that:

(i) any wording contained in a Scope of Works is established by the Customer, is customisable and within the Customer's absolute control;

(ii) Users make decisions within ProcurePro on how to draft Scope of Works and ProcurePro is not responsible for those decisions;

(iii) the Supplier is not liable for the Customer's use or reliance upon any Scope of Works; and

(iv) the Supplier is not responsible for controlling the use, copying, modification or export of a Scope of Works by any User to which the Customer allows access to that Scope of Works.

### 4.4 Execution

(a) If a Contract is able to be executed from within ProcurePro, it is the responsibility of the Customer to ensure that it can be legally signed electronically.

(b) The Supplier makes no representations or warranties as to the legality, effectiveness or enforceability of digital or electronic signatures.

### 4.5 Requirements

The Customer is solely responsible for:

(a) ensuring that its network and systems comply with any applicable Systems Requirements; and

(b) procuring and maintaining compatible internet accesses and connections that comply with any applicable Systems Requirements and that are suitable so that the Customer and Users that are its Personnel are able to access and use ProcurePro in accordance with this Agreement.

### 4.6 User Credentials and ProcurePro accounts

(a) Each User will be entitled to have a single set of login and password (which may change from time to time) to access and use ProcurePro (**User Credentials**). The Customer must use reasonable endeavours to:

(i) not allow any set of User Credentials to be used by more than one individual User;

(ii) ensure that it blocks, disables or changes the relevant User Credentials where a User ceases to be a User; and

(iii) notify the Supplier immediately after becoming aware that any User Credentials have been disclosed, provided or made available to, or otherwise accessed by, any person who is not a User.

(b) Except to the extent caused by a breach of this Agreement by the Supplier or its Personnel:

(i) the Customer is responsible for all activities that occur under the Customer's account(s) within ProcurePro, regardless of whether the activities are authorised or undertaken by the Customer (or its Personnel); and

(ii) the Supplier is not responsible for unauthorised access to the Customer's account.

### 4.7 Restrictions and prohibitions

(a) The Customer must not (and must not permit any of its Personnel to):

(i) assign, sub-license, transfer, sell, lease, rent, charge or otherwise deal in ProcurePro, make ProcurePro available to any third party or use ProcurePro to provide services to any third party, except as set out in this Agreement, or as otherwise agreed between the parties from time to time;

(ii) copy, reproduce, decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of ProcurePro, including any source code, object code, algorithms, methods or techniques used or embodied therein; or

(iii) permit any software or other program to be written or developed based on or derived from ProcurePro;

(iv) use ProcurePro:

(A) in a way which is offensive, indecent, menacing, a nuisance or defamatory;

(B) to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of copyright, confidence, privacy or any other third party right (including Intellectual Property Rights);

(C) in connection with the commission of any criminal offence, in an unlawful or fraudulent manner or in contravention of any legislation, laws, regulations, codes of practice, or licence conditions or in breach of any third party rights (including Intellectual Property Rights);

(D) to "spam" or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from "spam" or unsolicited advertising or promotional material sent or provided by the Customer or any third party acting on its behalf;

(E) or perform its obligations under this Agreement in a manner that breaches any applicable law;

(F) to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords); or

(G) in a way that has a material adverse effect on any telecommunications network.

(b) The Customer must comply with, and must ensure that Users that are its Personnel comply with, the Acceptable Use Policy.

### 4.8 Use of ProcurePro by the Customer's group companies

(a) The Customer may allow its Group Companies to use ProcurePro under this Agreement, provided that:

(i) the Customer procures that the Group Company complies with this Agreement, as if they were the Customer;

(ii) the Customer agrees to be responsible for the Group Company's acts and omissions as if they were the Customer's acts and omissions; and

(iii) the Customer must procure that its Group Companies will never bring a claim against the Supplier.

(b) For the avoidance of doubt, any use of ProcurePro by a Group Company of the Customer is subject to the Acceptable Use Policy.

## 5 Customer responsibilities

(a) Except as otherwise set out in an Order Form, the Customer is responsible for:

(i) properly configuring and setting-up ProcurePro; and

(ii) taking appropriate action to secure, protect and backup Customer accounts and Customer Material contained in ProcurePro in a manner that will provide appropriate security and protection, which might include use of encryption to protect Customer Material from unauthorised access and routinely archiving Customer Material.

(b) Upon becoming aware of any breach of the Acceptable Use Policy, the Customer must as soon as practicable notify the Supplier and suspend that User's access to ProcurePro.

(c) The Customer will reasonably cooperate with the Supplier to identify the source of any problem, error or issue with ProcurePro that the Supplier reasonably believe may be attributable to any Customer Material.

## 6 Suspension Rights

(a) The Supplier may suspend the provision of ProcurePro (or any part of it) without having any liability to the Customer:

(i) where there is (or the Supplier reasonably suspects there is) any unauthorised access to the Customer's network which may result in unauthorised access to the Supplier's network;

(ii) where the Customer is (or the Supplier reasonably believes the Customer is) subject to a Cyber Attack;

(iii) in order to take precautions in a situation where the systems of the Supplier or any third party service provider of the Supplier, or of other customers of the Supplier, are at risk of or subject to a Cyber Attack;

(iv) in order to carry out emergency technical maintenance to any of the Supplier's systems or any systems of a third party service provider of the Supplier;

(v) if the Customer (or any User that is the Customer's Personnel) is in breach of clause 4.7 of this Agreement; or

(vi) where use of ProcurePro by the Customer, or a User that is the Customer's Personnel:

(A) poses a security risk to the Supplier or any third party; or

(B) is likely to adversely impact the Supplier's systems, ProcurePro or the systems or data of any other customer of the Supplier.

(b) The Supplier reserves the right to suspend or vary ProcurePro (or part of it and whether generally or in respect of the Customer only) where it is required to do so by law, or at the direction of any court or governmental or other regulatory body.

(c) Without limiting any other remedy the Supplier may have under this Agreement or at law, the Supplier may suspend the Customer's access to ProcurePro if:

(i) subject to clause 8.3, the Customer has not paid the Supplier the Fees in accordance with this Agreement, provided that the Supplier shall first have given to the Customer at least seven days' notice that ProcurePro would be suspended if the outstanding sums are not paid in full; or

(ii) the Supplier receives a notice from a third party with a legitimate interest to be protected (including any regulatory body) requiring the Supplier to cease providing ProcurePro to the Customer or remove any content the Customer is making available through ProcurePro. Subject to any contrary legal requirements, the Supplier shall provide the Customer with a copy of the notice.

(d) Where the Supplier suspends the Customer's right to access and use ProcurePro (or any part of it):

(i) the Supplier will use best endeavours to give the Customer as much advance notice as practicable;

(ii) the Supplier will restore the Customer's right to access and use ProcurePro as soon as practicable after the events or circumstances that lead to the suspensions have been remedied or resolved; and

(iii) the Customer will not be liable to pay the applicable Fees (or part thereof) for ProcurePro during the suspension period, unless the Supplier has suspended the Customer's right to access and use ProcurePro (or any part of it) under clause 6(a)(v) or clause 6(c) of this Agreement in which case the Customer will remain liable to pay the applicable Fees for ProcurePro during the suspension period.

## 7 Availability and Maintenance

### 7.1 Availability

(a) The Supplier shall use commercially reasonable endeavours to provide ProcurePro in accordance with the Service Level Agreement.

(b) The Supplier does not warrant that use of ProcurePro will be uninterrupted or error-free.

### 7.2 Maintenance

(a) Except as set out in the Service Level Agreement, the Supplier has no obligation to provide upgrades, patches, bug fixes or other maintenance in relation to ProcurePro.

(b) Notwithstanding clause 7.2(a), from time to time, the Supplier may apply upgrades, patches, bug fixes or other maintenance to ProcurePro (**Maintenance**).

(c) The Supplier agrees to use reasonable efforts to provide the Customer with prior notice of any scheduled Maintenance (except for emergency Maintenance) and, where possible, to schedule such Maintenance so as to minimise disruption to the Customer's use of ProcurePro, and the Customer agrees to use reasonable efforts to comply with any Maintenance requirements that the Supplier notifies the Customer about.

## 8 Fees and invoices

### 8.1 Fees

(a) The Customer must pay all applicable Fees to the Supplier.

(b) Subject to clauses 1.2(d), 8.1(e) and any other pre-agreed Fee increases, the Supplier may not increase the Fees without the Customer's prior written consent.

(c) All Fees are quoted in Australian dollars (unless expressly noted as otherwise), however transactions may be processed in an equivalent foreign currency (such as US dollars or British pounds).

(d) Support Services included under this Agreement are detailed in the Service Level Agreement. If the Customer requires additional support or training, this will be charged at the Supplier's professional services rates. The Supplier will provide a quote for such services on request.

(e) Throughout or following the SaaS Term, either party may request a review of the Customer Annual Revenue. If the actual Customer Annual Revenue varies beyond +/-10% of the Customer Annual Revenue contracted in the Order Form (if any), any:

(i) reduction in Fees (as determined by the Supplier acting reasonably) will be credited to the Customer's account for the following Term; and

(ii) increase in Fees (as determined by the Supplier acting reasonably) will be invoiced by the Supplier immediately.

(f) Any Fees calculated under this clause will be calculated using the rate structure applicable to the relevant year of the Customer's SaaS Term, and not any rates that apply at a later date.

(g) The Supplier may request, and the Customer must provide upon receiving such a request, financial records (to the Supplier's reasonable satisfaction) to verify the Customer Annual Revenue.

**8.2 Invoice and payment**

(a) The Supplier must invoice the Customer from time to time for the Fees and any other amount payable by the Customer to the Supplier in accordance with this Agreement.

(b) The Customer must pay an undisputed invoice issued by the Supplier by within 30 days after the date of issue of the invoice.

(c) The Customer shall pay the Supplier electronically to the Supplier's bank account or by any payment method reasonably stipulated by the Supplier. No payment shall be considered paid until it is received in cleared funds by the Supplier.

(d) Unless otherwise stipulated in this Agreement or agreed in writing between the parties, payment shall be in the currency in force in Australia from time to time.

**8.3 Disputed payment**

(a) The Customer may raise a genuine dispute about an invoice issued by the Supplier in accordance with clause 8.2 if the Customer, acting reasonably, believes any of the Fees have not been correctly invoiced (**Disputed Invoice**).

(b) The parties will take all commercially reasonable steps to resolve the Disputed Invoice prior to following the dispute resolution procedure in clause 14.

(c) The Customer is only required to pay undisputed portions of an invoice issued in accordance with clause 8.2.

(d) The Supplier must continue to supply the services in accordance with this Agreement, and is not entitled to suspend the provision of such services in the event a Disputed Invoice is raised in accordance with clause 8.3(a).

**8.4 Late payment**

If the Customer is late in paying any part of any monies due to the Supplier, the Supplier may (without prejudice to any other right or remedy available to it whether under this Agreement or by any statute, regulation or by-law) do any or all of the following:

(a) charge Interest on the amount due but unpaid and on amounts that have been disputed where the dispute has been resolved in the Supplier's favour from time to time from the due date until payment (after as well as before judgment);

(b) suspend access to ProcurePro pursuant to clause 6; and/or

(c) commence proceedings, or similar, to recover the late payment (and any Interest), and recover from the Customer, as a debt due and immediately payable, the Supplier's additional costs of doing so (including legal fees, debt collector fees and mercantile agent fees).

**8.5 Refunds**

(a) No refunds of Fees are offered other than as required by law or as set out in this Agreement.

(b) Where the Supplier terminates in accordance with clause 13.1, then no refunds shall be provided for Fees paid in advance.

(c) Where the Customer terminates in accordance with clause 13.1, it will be entitled to a refund of any Fees paid in advance that relate to the period after termination.

## 9 Intellectual property

**9.1 Supplier Materials and ProcurePro**

(a) Unless expressly specified otherwise in this Agreement:

(i) the Supplier (or its licensors, as applicable) retains ownership of all Intellectual Property Rights subsisting in ProcurePro and Supplier Materials; and

(ii) any modification or enhancement to ProcurePro or Supplier Material is deemed to form part of ProcurePro or Supplier Materials (as applicable) and all Intellectual Property Rights in such modification or enhancement vest in the Supplier immediately from creation.

(b) If ProcurePro or Supplier Materials are modified or enhanced by or on behalf of the Customer, then the Customer:

(i) assigns to the Supplier all Intellectual Property Rights it has in such modification or enhancement immediately from creation; and

(ii) where applicable, must procure that the relevant third party assigns to the Supplier all Intellectual Property Rights that the relevant third party has in such modification or enhancement,

and must ensure that any necessary document is signed, or any other necessary things are done, as required to give effect to that assignment.

(c) The Customer acknowledges and agrees that all Intellectual Property Rights in the Feedback are owned by, and vest in, the Supplier upon creation.

**9.2 Customer Material**

(a) Unless expressly specified otherwise in this Agreement:

(i) the Customer or its licensors (as applicable) retains ownership of all Intellectual Property Rights subsisting in all Customer Materials; and

(ii) any modification or enhancement to any Customer Material is deemed to form part of the Customer Materials and all Intellectual Property Rights in such modification or enhancement vest in the Customer immediately from creation.

(b) If any Customer Material is modified or enhanced by or on behalf of the Supplier, then the Supplier assigns to the Customer all Intellectual Property Rights it has in such modification or enhancement immediately from creation (and will do all things necessary to give effect to that assignment).

(c) The Customer grants to the Supplier for the Term a non-exclusive, global licence to use, reproduce and modify the Customer Material solely for purposes of enabling the Supplier to provide ProcurePro to the Customer and otherwise to perform its obligations under this Agreement and for any other purposes that the Customer expressly agrees in writing. This licence includes the right to sublicense.

(d) The Customer is solely responsible for all Customer Material and, to the extent permitted by law, the Supplier will not be liable in connection with any Customer Material, and the Customer waives, and releases the Supplier from, any Claim, however arising, in relation to any Customer Material.

(e) The Supplier may collect, copy, transmit, analyse or otherwise use anonymised Customer Material (including without limitation, the Customer's use of Customer Material, information concerning Customer Material and data derived therefrom) to maintain and improve ProcurePro. Once anonymous, such information is Supplier Material (and not Customer Material).

(f) The Customer may, at any time during the Term, export Customer Material from ProcurePro using export functionality made available by the Supplier from time to time through ProcurePro, or via the API. The Supplier does not warrant that all Customer Material (including system-generated logs) will be available for export.

**9.3 Use of the Customer's marks**

The Customer grants the Supplier a non-exclusive licence to use the Customer's name, logo, trade marks and branding in the Supplier's promotional and marketing material from time to time for the purpose of identifying the Customer as a customer of the Supplier, so long as:

(a) the Customer has been notified by the Supplier of any proposed use of the Customer's name, logo, trade marks and branding in the Supplier's promotional and marketing material; and

(b) the Customer has approved that use.

**9.4 Infringement Claims**

(a) Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) against all Loss suffered or incurred by the Indemnified Party arising in connection with an Infringement Claim.

(b) If an Infringement Claim is made:

(i) the Indemnified Party must promptly notify the Indemnifying Party of the Infringement Claim and will provide assistance at the Indemnifying Party's expense for the purposes of managing the Infringement Claim as reasonably requested by the Indemnifying Party;

(ii) the Indemnifying Party is responsible for, and subject to clause 9.4(b)(iii) will have the right solely to control, the defence and settlement of the Infringement Claim, provided that the Indemnifying Party must:

(A) update, and consult with, the Indemnified Party about the progress of the Infringement Claim;

(B) not settle the Infringement Claim in a manner that does not unconditionally release the Indemnified Party, or on terms that require the Indemnified Party to do or cease doing anything, without the Indemnified Party's prior written consent; and

(C) not agree to any terms of settlement of any Infringement Claim which relate to acts, omissions, acknowledgements or representations of the Indemnified Party without the Indemnified Party's prior written consent;

(iii) if the Indemnifying Party fails to respond to, defend or oppose any Infringement Claim in accordance with this clause 9.4(b) following 10 Business Days' notice from the Indemnified Party, the Indemnified Party may participate in the defence of the Infringement Claim at the Indemnifying Party's expense; and

(iv) and if terms of settlement are proposed to or by the Indemnifying Party with respect to the Infringement Claim, the Indemnified Party must act reasonably in considering the settlement offer if requested to do so by the Indemnifying Party.

(c) If an Infringement Claim is made and the Supplier is the Indemnifying Party, the Supplier may (at its election):

(i) modify ProcurePro in order to avoid any infringement, provided that it can do so without adversely affecting the functionality, performance and quality of ProcurePro;

(ii) procure for the Customer all rights required to continue using and exploiting ProcurePro in accordance with this Agreement without any modification;

(iii) procure for the Customer non-infringing replacements for ProcurePro that is equivalent in functionality, performance and quality; or

(iv) cease to provide ProcurePro.

### 9.5 Moral rights

The Customer warrants that to the best of its knowledge and belief, it has procured the necessary consents in relation to Moral Rights to grant the Supplier the rights to use and own (as applicable) the relevant Intellectual Property Rights described in this clause 9 in accordance with this Agreement. Without limiting the preceding sentence, the Customer agrees to (and agrees to ensure that all Users that are its Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment in any material provided, used or prepared in connection with this Agreement.

## 10 Confidential Information

### 10.1 Protection of Confidential Information

Each party must only use or copy the other party's Confidential Information for the purposes of this Agreement and must take all steps reasonably necessary to:

(a) maintain the confidentiality of the other party's Confidential Information;

(b) ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, copy or disclose that Confidential Information other than in accordance with this Agreement; and

(c) enforce the confidentiality obligations required by this Agreement.

### 10.2 Restriction on disclosure

(a) Each party must not disclose the Confidential Information of the other party to any person except:

(i) to its Personnel who need to know the Confidential Information for the purposes of this Agreement;

(ii) where the disclosure is required by applicable law, or under compulsion of law by a court or Government Agency or by the rules of any relevant stock exchange or regulator, as long as the disclosing party:

(A) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and

(B) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;

(iii) if the other party has given its consent to the disclosure or use; or

(iv) as expressly permitted by this Agreement.

(b) Before disclosing Confidential Information to a person, the disclosing party must take reasonable steps to ensure that the person is aware of the confidential nature of the Confidential Information and is bound by confidentiality obligations that are substantially similar to those set out in this Agreement.

### 10.3 Return of Confidential Information

(a) Subject to clauses 9.2(c) and 10.3(b), following the expiry or termination of this Agreement, upon written request from the other party, each party must return (or, if requested by the other party, destroy or permanently de-identify) all copies of the other party's Confidential Information in its possession or control within 10 Business Days of receiving such a request.

(b) If a party needs to retain the other party's Confidential Information for the purpose of:

(i) complying with any applicable law;

(ii) litigation;

(iii) internal quality assurance and record-keeping; or

(iv) performing its obligations or exercising its rights under this Agreement,

then it may retain and use it solely for this purpose but must deal with the Confidential Information in accordance with clause 10.3(a) promptly after it is no longer required for this purpose.

### 10.4 Exclusions

The obligations of confidence in clauses 10.1 and 10.2 do not apply to Confidential Information:

(a) that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence; or

(b) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

### 10.5 Injunctive relief

Each party acknowledges that:

(a) the other party may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information of the other party, and that monetary damages would be an insufficient remedy; and

(b) in addition to any other remedy available at law or in equity, the other party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of this clause 10.

## 11 Privacy & Data

### 11.1 Privacy Policy

The Supplier handles Personal Information in accordance with its Privacy Policy.

**11.2 Supplier's obligations**

If and to the extent the Supplier collects, stores, uses, discloses or otherwise deals with Customer Personal Information, the Supplier must:

(a) treat the Customer Personal Information as Confidential Information of the Customer;

(b) only collect, store, use, disclose or otherwise deal with Customer Personal Information:

(i) in accordance with applicable Privacy Laws as if it was an APP Entity (as that term is used in the Privacy Act) bound by those laws; and

(ii) only as required for the purposes of providing ProcurePro or as otherwise expressly permitted under this Agreement;

(c) comply with all reasonable directions given by the Customer in relation to the management of the Customer Personal Information, except to the extent that doing so would cause the Supplier to breach any applicable law;

(d) The Customer acknowledges and agrees that:

(i) the Supplier may transfer data, including Customer Personal Information, outside of Australia, including to the United States, United Kingdom, European Union and other countries; and

(ii) such transfers will be made by the Supplier in accordance with the Privacy Laws, including Australian Privacy Principle 8 (cross-border disclosure of personal information), or another lawful transfer mechanism.

By signing this Agreement, the Customer consents to such transfers of its data, including Customer Personal Information. A list of the Supplier's sub-processors is listed on its website.

(e) provide such assistance as the Customer may reasonably request in order to enable the Customer to comply with any applicable Privacy Laws in relation to the Customer Personal Information, except to the extent that doing so would cause the Supplier to breach any applicable law;

(f) take such steps as are reasonable in the circumstances to protect the Customer Personal Information from misuse, interference and loss, and from unauthorised access, modification or disclosure; and

(g) if the Supplier becomes aware of any unauthorised access to or disclosure of any Customer Personal Information that is held by the Supplier (or its Personnel) (**Data Breach**):

(i) as soon as practicable after becoming aware of the Data Breach:

(A) notify the Customer of the Data Breach; and

(B) investigate the Data Breach and provide the results of the investigation to the Customer;

(ii) take all steps as are necessary in the circumstances to attempt to remedy the Data Breach and prevent or mitigate the consequences of the Data Breach; and

(iii) comply with all reasonable directions of the Customer in connection with the Data Breach, except to the extent that doing so would cause the Supplier to breach any applicable law.

**11.3 Customer's obligations**

(a) The Customer must comply with the Privacy Laws when handling any Personal Information provided or made available to it by or on behalf of the Supplier.

(b) If the Customer provides, discloses or otherwise makes available to the Supplier (or its Personnel) any Customer Personal Information, the Customer must make all disclosures and obtain all consents required to ensure that:

(i) the Customer is lawfully (including without breaching the Privacy Laws) able to provide, disclose or make available the Customer Personal Information to the Supplier and its Personnel; and

(ii) the Supplier is lawfully (including without breaching the Privacy Laws) able to collect, store, use, disclose or otherwise deal with the Customer Personal Information for the purposes of providing ProcurePro and otherwise performing its obligations and exercising its rights under this Agreement.

(c) The Customer acknowledges and agrees that once its account is set up in ProcurePro, it is not possible to change which region and/or data centre the Customer's account is hosted in.

**11.4 Artificial Intelligence**

(a) ProcurePro incorporates artificial intelligence (**AI**) features, which may include features to generate content, assist in completing tasks and more.

(b) AI features may be powered by third party AI providers. The Supplier will take reasonable steps to ensure those providers are subject to appropriate data handling obligations.

(c) A list of third-party AI providers is contained in the Supplier's AI Policy.

(d) Subject to its rights under clause 9.2(e), the Supplier will not use Customer Material or Customer Personal Information to train a third party provider's AI models.

(e) The Customer acknowledges and agrees that all AI-generated content is provided on an 'as is' basis, without any warranty of accuracy or completeness. The Customer is solely responsible for reviewing, amending, verifying and approving any AI-generated content before use. The Supplier shall not be liable for any errors, omissions or inaccuracies in AI-generated content or any decisions or actions taken by the Customer based on such content.

(f) The Supplier's AI Policy provides additional information about the Supplier's use of AI technology. The AI Policy is informational in nature, does not form part of this Agreement, and may be varied by the Supplier from time to time, at its sole discretion.

**11.5 Cookies**

The Supplier may use cookies (a small electronic file) to improve a User's experience while browsing, while also sending browsing information back to the Supplier. A User may manage how it handles cookies in its own browser settings.

## 12 Limitation of liability

**12.1 Limitation of liability**

Subject to clauses 12.2, 12.3, 12.4, 12.5, 12.6 and 12.7 the aggregate liability of the Supplier for all Loss suffered by the Customer in connection with this Agreement, including any breach by the Supplier of this Agreement however arising, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the total Fees paid or payable by the Customer under this Agreement.

**12.2 Reduction of liability**

To the extent permitted by law, the liability of a party under or in connection with this Agreement will be reduced proportionately by the extent, if any, to which a Force Majeure Event or a breach of this Agreement by, or the negligent acts or omissions of, the other party (or its Personnel) caused or contributed to the relevant Loss suffered or incurred by the other party.

**12.3 Consequential Loss**

To the extent permitted by law, neither party is liable for any Consequential Loss however caused (including by the negligence of a party or its Personnel) and however arising, whether in tort (including negligence), under any statute, custom, law or on any other basis, suffered or incurred in connection with this Agreement.

**12.4 Excluded liability**

To the extent permitted by law:

(a) except as provided under the Service Level Agreement, the Supplier is not liable to the Customer in connection with any defect, error, omission or lack of suitability or benefit (or the absence of, or reduction in, any anticipated result, outcome or

benefit) with respect to ProcurePro or any Contract, Scope of Works or Project; and

(b) notwithstanding anything to the contrary in this Agreement, if the Customer utilises any Supplier Material from the Scope of Works library provided by the Supplier in the ProcurePro platform:

(i) the Customer warrants that it has reviewed and satisfied itself as to the accuracy and appropriateness of that material for all purposes; and

(ii) the Supplier excludes all liability in connection with the Customer's use or reliance on the Scope of Works library and any Supplier Material contained therein.

**12.5 Australian consumer law**

If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by the Supplier in connection with this Agreement, and the Supplier's liability for failing to comply with that guarantee cannot be excluded but may be limited, clauses 12.1, 12.3 and 12.4 (and any inconsistent limitation or exclusion expressed elsewhere in this Agreement including any schedule or Order Form) do not apply to that liability and instead the Supplier's liability for such failure is limited to (at the election of the Supplier), in the case of a supply of goods, the Supplier replacing the goods or paying the cost of having the goods repaired or replaced or supplying equivalent goods or repairing the goods, or in the case of a supply of services, the Supplier supplying the services again or paying the cost of having the services supplied again.

**12.6 Uncapped heads of liability**

Subject to clause 12.2 and 12.4, the parties agree that the limitations and exclusions of liability set out in this Agreement do not apply where a party's liability arises from:

(a) death of, or personal injury to, any person that is caused by that party or its Personnel's negligence; and

(b) fraud or fraudulent misrepresentation of that party or its Personnel.

**12.7 Disclaimer of Third Party Services & information**

(a) The Customer acknowledges that the Supplier relies on certain Third Party Services in order to operate ProcurePro.

(b) To the extent permitted by law, the Supplier shall not be responsible or liable in any way for, and the Customer waives, and releases the Supplier from, any Claim, however arising, in relation to:

(i) interruptions to the availability of ProcurePro due to Third Party Services; or

(ii) information contained on any linked third party website.

## 13 Termination and suspension

**13.1 Termination for breach or sanction**

(a) If:

(i) a party (the **first party**) commits a breach of this Agreement or any Order Form that has a material and adverse effect on the other party (the **second party**), and fails to remedy that breach within 30 days of receiving notice from the second party requiring the first party remedy that breach (where capable of remedy); or

(ii) an Insolvency Event occurs in relation to the first party,

then the second party may terminate this Agreement (in the case of (b), subject to any provision of the *Corporations Act 2001* (Cth) or any related subordinate legislation that may prevent or restrict the exercise of a right of termination or other right under this Agreement) at its option by notice to the first party in which case this Agreement will terminate on the date specified in that notice or, if no date is specified, immediately.

(b) The Supplier may also terminate this Agreement immediately by giving written notice to the Customer if the Customer is, or any of its officers, directors or beneficial owners, are a Sanctioned Person, or the Customer is headquartered, incorporated or established in a Sanctioned Country. In this clause, **Sanctioned Person** means any person listed on, or directly or indirectly owned or controlled by a person listed on, a sanctions list maintained by the United Nations Security Council, the United Kingdom, the European Union or the United States of America, and **Sanctioned Country** means a country or territory that is the target of comprehensive trade or economic sanctions under any of those regimes.

**13.2 After termination or expiry of this Agreement**

(a) On termination or expiry of this Agreement:

(i) accrued rights or remedies of a party are not affected;

(ii) except as expressly specified otherwise in this Agreement, all licences and similar rights granted under this Agreement cease to be granted immediately; and

(iii) within a reasonable period of time after termination or expiry of this Agreement, the Customer must return to the Supplier all Supplier Materials.

(b) If requested by the Customer within 60 days of termination or expiry of this Agreement, the Supplier must deliver to the Customer the core Customer Material that is reasonably within the Supplier's control. While the Supplier makes no warranty as to the format of the returned information, where practicable, the Supplier will deliver the data in Excel, CSV, Word, PDF, or other similar format that is useable without having access to ProcurePro.

(c) Subject to clause 13.2(b), any Agreement with the Customer to retain data or as required by law, the Supplier may delete or destroy the Customer Material 90 days after the termination or expiry of this Agreement.

**13.3 Survival**

Termination or expiry of this Agreement will not affect indemnities, clauses 8, 9, 10, 11, 12, 13.2, 14, 17 and this clause 13.3, or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination or expiry.

## 14 Dispute resolution

**14.1 Dispute**

Clause 14 applies to any dispute which arises between the Customer and the Supplier in connection with this Agreement (**Dispute**).

**14.2 Dispute Notice**

If either the Customer or the Supplier considers that a Dispute has arisen, it must issue a notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).

**14.3 Discussions**

The Customer and the Supplier must promptly hold discussions between representatives of each party after the issue of a Dispute Notice to attempt to resolve the Dispute.

**14.4 Summary or urgent relief**

Notwithstanding anything in this clause 14, a party may at any time commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement where that party seeks urgent interlocutory relief.

**14.5 Unresolved Disputes to be referred to arbitration**

Any Dispute that is not resolved in accordance with 14.3 within 90 days of the date that the applicable Dispute Notice was received must be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as ACICA Arbitration Rules). The seat of arbitration will be Brisbane and the number of arbitrators will be one.

**14.6 Award final and binding**

Any award made in respect of arbitration conducted pursuant to clause 14.5 will be final and binding upon the parties.

## 15 Force majeure

A party will not be:

(a) in breach of this Agreement as a result of; or

(b) liable for,

any failure or delay in the performance of its obligations (other payment obligation) under this Agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event, provided that:

(c) that party advises the other party of the details of the Force Majeure Event, and its likely effect on the performance of its obligations under this Agreement; and

(d) that party takes all steps reasonably necessary to recommence performance of the affected obligations and minimise the delay caused by the Force Majeure Event.

## 16 GST

### 16.1 GST

If the Customer is in Australia, GST is applicable to any Fees charged by the Supplier. Unless expressed otherwise, all Fees shall be deemed exclusive of GST. The Supplier will provide the Customer with a tax invoice for any payments.

## 17 General

### 17.1 Precedence

If there is any inconsistency between the provisions of this Agreement, a descending order of precedence will be accorded to:

(a) any Order Form;

(b) the Agreement clauses;

(c) any document referred to in this document or an Order Form,

so that the provision in the higher ranked document, to the extent of the inconsistency, will prevail.

### 17.2 Amendments

This Agreement may only be amended or varied by written agreement between the parties.

### 17.3 Costs

Each party must bear its own costs in relation to the preparation, negotiation, signing and performance of this Agreement.

### 17.4 Assignment and novation

Subject to clause 17.5, a party may not assign, in whole or in part, or novate its rights and obligations under or in connection with this Agreement without the prior consent of the other party (such consent not to be unreasonably withheld). The parties agree that:

(a) it would be reasonable for the Supplier to withhold consent where the proposed assignment or novation would lead to a competitor of the Supplier (as determined by the Supplier acting reasonably) being involved with this Agreement; and

(b) a change of control in relation to a party is not an assignment or novation of any right or obligation of that party for the purposes of this clause.

### 17.5 Assignment of debt

The Customer agrees that the Supplier may assign or transfer any debt owed by the Customer to the Supplier, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

### 17.6 Counterparts

This Agreement may be executed in any number of counterparts and all counterparts together make one instrument.

### 17.7 Entire Agreement

(a) This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.

(b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this Agreement.

(c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this Agreement.

### 17.8 Further assurances

Each party must do all things necessary to give effect to this Agreement and the transactions contemplated by it. Without limiting the foregoing, during the Term, the Customer will make available to the Supplier adequate information and facilities necessary to provide ProcurePro.

### 17.9 Governing law and jurisdiction

(a) The laws of Queensland, Australia govern this Agreement.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

### 17.10 Relationship between parties

Unless expressly stated otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

### 17.11 Notices

Formal notices under this Agreement must be in writing and sent to the email addresses listed in this Agreement or any Order Forms (as may be updated by a party to the other in writing).

### 17.12 Severability

A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continues in force.

### 17.13 Subcontracting

(a) The Supplier may subcontract the performance of all or any part of its obligations under this Agreement.

(b) The Customer must not subcontract the performance of all or any part of its obligations under this Agreement without the prior consent of the Supplier.

### 17.14 Electronic Signature

The parties acknowledge and agree that this Agreement is binding upon each party if executed digitally and conveyed by electronic communication.

## 18 Definitions and interpretation

### 18.1 Definitions

In this Agreement:

| Term | Definition |
|---|---|
| **Acceptable Use Policy** | means the acceptable use policy applicable to ProcurePro governing each User's individual use of ProcurePro, which each User is required to accept before accessing ProcurePro located on https://procurepro.co/acceptable-use-policy or other location notified by the Supplier. |
| **Agreement** | means these supply terms, any Order Form, and the Service Level Agreement. |
| **AI Policy** | means the Supplier's AI policy from time to time located on https://procurepro.co/ai-policy or other location notified by the Supplier. |
| **API** | means the application programming interface for ProcurePro, that may integrate with external systems in accordance with this Agreement. |
| **BidLevel** | means the Supplier's offering, within its platform suite, that allows for quotes to be compared using AI. |
| **Business Day** | means a day that is not a Saturday, Sunday or public holiday in Brisbane, Australia. |

| Term | Definition |
|---|---|
| **Claim** | any allegation, debt, cause of action, liability, claim, proceeding, suit or demand. |
| **Confidential Information** | of a party means the terms of this Agreement and any information:<br>(a) relating to the business and affairs of that party;<br>(b) relating to the customers, clients, employees, sub-contractors or other persons doing business with that party;<br>(c) which is by its nature confidential;<br>(d) which is designated as confidential by that party; or<br>(e) which the other party knows or ought to know, is confidential,<br>and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of the Supplier, includes ProcurePro and the Supplier Material and, in the case of the Customer, includes Customer Material. |
| **Contract** | means a contractual document that may be created in or uploaded to ProcurePro by a User. |
| **Consequential Loss** | means:<br>(a) loss of profits;<br>(b) loss of revenues;<br>(c) indirect loss;<br>(d) loss of use of ProcurePro;<br>(e) loss arising in connection with a failure to complete a Projects;<br>(f) loss arising in connection with the use of a Scope of Works;<br>(g) loss arising in connection with failure to prepare or execute a Contract;<br>(h) loss of reputation;<br>(i) consequential loss;<br>(j) loss of actual or anticipated savings;<br>(k) lost opportunities, including opportunities to enter into arrangements with third parties;<br>(l) loss or damage in connection with claims against the Customer by third parties; or<br>(m) loss or corruption of data. |
| **Corporations Act** | means *Corporations Act 2001* (Cth). |
| **Customer Annual Revenue** | means the Customer's annual revenue derived from all construction projects throughout the applicable 12-month period. |
| **Customer Material** | means any material provided by, or to which access is given by, the Customer or a User that is Customer Personnel, to the Supplier for the purposes of this Agreement including information, data, documents, software, object code, source code, configurations, equipment, hardware, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and data, but does not include Feedback. |

| Term | Definition |
|---|---|
| **Customer Personal Information** | means any Personal Information provided by the Customer or any Customer Personnel. |
| **Cyber Attack** | means a cyber-security threat or attack (including a virus attack) or a data security breach. |
| **Developed Materials** | means materials (of any nature) created by or on behalf of the Supplier in the course of providing ProcurePro. |
| **Disputed Invoice** | has the meaning given in clause 8.3. |
| **Documentation** | means the specification or other user documentation for ProcurePro, as provided by the Supplier to the Customer from time to time. |
| **Feedback** | means any ideas, feedback, suggestions, enhancement, feature requests, usage information insights or other similar information occurring understood by or provided to the Supplier during the use of ProcurePro. |
| **Fees** | mean the fees set out in an Order Form and any other amounts contemplated by this Agreement as being payable by the Customer to the Supplier. |
| **Force Majeure Event** | means any occurrence or omission outside a party's control including, without limitation:<br>(a) a physical natural disaster including fire, flood, lightning or earthquake;<br>(b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;<br>(c) epidemic or quarantine restriction;<br>(d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;<br>(e) failure of a third party service provider;<br>(f) failure of a third party to provide a necessary input;<br>(g) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency;<br>(h) law taking effect after the date of this Agreement; and<br>(i) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors. |
| **Government Agency** | means:<br>(a) a government or government department or other body;<br>(b) a governmental, semi-governmental or judicial person; or<br>(c) a person (whether autonomous or not) who is charged with the administration of a law. |
| **Group Company** | means, the Customer, any subsidiary or holding company from time to time of the Customer, and any subsidiary from time to time of a holding company of the Customer. |

| Term | Definition |
|---|---|
| **GST** | has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. |
| **Indemnified Party** | has the meaning given in clause 9.4(a). |
| **Indemnifying Party** | has the meaning given in clause 9.4(a). |
| **Infringement Claim** | means:<br>(a) where the Customer is the Indemnifying Party, any Claim by a third party that:<br>(i) the use of the Customer Material by the Supplier or its Personnel in accordance with this Agreement; or<br>(ii) any modifications and enhancements to ProcurePro or the Supplier Material made by or on behalf of the Customer, or their enjoyment or use by the Supplier,<br>infringe the Intellectual Property Rights or Moral Rights of any third party; or<br>(b) where the Supplier is the Indemnifying Party, any Claim by a third party that the use of ProcurePro or the Supplier Material (other any third party software or any modifications and enhancements to ProcurePro or the Supplier Material made by or on behalf of the Customer) by the Customer in accordance with this Agreement infringes the Intellectual Property Rights or Moral Rights of any third party. |
| **Initial Term** | means the period set out as such in an Order Form. |
| **Insolvency Event** | means any of the following events:<br>(a) the party is insolvent as defined by section 95A of the Corporations Act as disclosed in its accounts or otherwise;<br>(b) the party states that it is insolvent;<br>(c) the party is presumed to be insolvent under an Applicable Law (including under section 459C(2) or section 585 of the Corporations Act); or<br>(d) the party otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable; or<br>(e) a controller (as defined in the Corporations Act) is appointed to the party, or over any of the property of the party;<br>(f) the party is unable to pay its debts when they become due and payable;<br>(g) the party ceases to carry on business; or<br>(h) any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.<br>Any event that takes place as part of a solvent reconstruction, amalgamation, merger, or consolidation, on terms approved in writing by the other party beforehand and in compliance with those terms is excluded from this definition. |

| Term | Definition |
|---|---|
| **Intellectual Property Rights** | means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, goodwill, software, computer programs, databases, source codes, indication or source or appellation of origin or other proprietary right, including all applications and rights to apply or register for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of such intellectual property. |
| **Interest** | means interest on any payment owing under this Agreement calculated:<br>(a) at the rate which is 2% in excess of the published Australia and New Zealand Banking Group Limited variable interest rate for commercial overdrafts or, if lower, the maximum rate permitted by applicable law; and<br>(b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest. |
| **Loss** | means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs on a full indemnity basis. |
| **Maintenance** | has the meaning given in clause 7.2(b). |
| **Moral Rights** | the rights conferred by Part IX of the *Copyright Act 1968* (Cth) and including any similar rights existing or that may come to exist anywhere in the world. |
| **Order Form** | means an Order Form, substantially in the form provided by the Supplier from time to time, validly executed by both parties. |
| **Personal Information** | has the meaning given to that term in the Privacy Act. |
| **Personnel** | means a party's employees, directors and officers. |
| **Privacy Act** | means the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time. |
| **Privacy Laws** | means:<br>(a) the Privacy Act;<br>(b) the Australian Privacy Principles (or APPs) contained in Schedule 1 of the Privacy Act; and<br>(c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information. |
| **Privacy Policy** | means the Supplier's privacy policy from time to time located on https://procurepro.co/privacy or other location notified by the Supplier. |

| Term | Definition |
|---|---|
| **ProcurePro** | means the software-as-a-service (known as "ProcurePro"), and/or any other products in the Supplier's platform suite (including BidLevel), as described in the applicable Order Form. |
| **Project** | means a virtual space in ProcurePro where Users may collaborate over one or more Contracts. |
| **Renewal Period** | has the meaning given in clause 1.2(d). |
| **Related Body Corporate** | has the meaning given to that term by section 9 Corporations Act. |
| **SaaS Term** | has the meaning given in clause 1.2(b). |
| **Service Level Agreement** | Means the Supplier's service level agreement from time to time located on https://procurepro.co/service-level-agreement or other location notified by the Supplier. |
| **Scope of Works** | means the customisable scope of work methodologies, stored in, managed and implemented through ProcurePro. |
| **Supplier** | Blenktech Pty Ltd ABN 12 620 650 553 (trading as ProcurePro). |
| **Supplier Material** | means any material provided by, or to which access is given by, the Supplier to the Customer for the purposes of this Agreement including documents, software, object code, source code, configurations, equipment, hardware, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules, Scope of Works library and data stored by any means, and includes all ProcurePro, machine learned algorithms generated by ProcurePro and Developed Materials. Supplier Material does not include Third Party Material. |
| **Systems Requirements** | means the systems requirements notified by the Supplier to the Customer from time to time. |
| **Term** | has the meaning given to it in clause 1.1. |
| **Third Party Material** | means any material provided by, or to which access is given by, a third party (such as a User that is not Customer's Personnel). |
| **Third Party Services** | means any third party services connected to and/or integrated with ProcurePro. |
| **User** | means a person to which the Customer allows access to ProcurePro in accordance with the terms of this Agreement (for example, the Customer's Personnel, Vendors, clients, consultants or legal advisors). |
| **User Credentials** | has the meaning given in clause 4.6(a). |
| **Vendor** | means the Customer's subcontractors, suppliers, consultants or other similar third party. |

**18.2 Interpretation**

In this Agreement:

(a) a singular word includes the plural and vice versa;

(b) a word which suggests one gender includes the other gender;

(c) a reference to a clause, annexure or party is a reference to a clause of, annexure or party to, this Agreement and references to this Agreement include any annexures;

(d) a reference to a party to this Agreement or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;

(e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(f) a reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, novated, supplemented, varied or replaced;

(g) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

(i) a reference to 'month' means calendar month;

(j) no rule of construction applies in the interpretation of this Agreement to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it;

(k) a reference to '$' or 'dollar' is to Australian currency;

(l) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;

(m) a reference to 'writing' includes any method of representing or reproducing words, figures or symbols in permanent and visible form, but does not include electronic form unless expressly stated to include electronic form;

(n) clause headings are for convenient reference only and have no effect in limiting or extending the language to which they refer;

(o) a reference to a clause means the relevant clause in the Agreement clauses unless the reference or context requires otherwise; and

(p) a reference to a party is a reference to the Supplier or the Customer, and a reference to the parties is a reference to both the Supplier and the Customer.