SOFTWARE PRODUCT TERMS

These Software Product Terms, together with our General Terms, apply to Our Software supplied to you, our customer (**You, Your**) by any of **Nodestream Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Nodestream Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, **Nodestream Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia and **Nodestream Europe Limited** (Reg No. 772155) of Suite 4, Eden Gate Centre, Delgany, Greystones, Wicklow, 63WY44, Ireland (**we, us, our**). These Software Product Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us. If there is any inconsistency between these Software Product Terms and the General Terms, the terms of these Software Product Terms shall prevail.

1. Definitions and Interpretation

1.1. Capitalised terms have the meaning given to them below, throughout these Software Product Terms, and/or in our General Terms.

App Store means any third-party application store where our software may be accessed.

Authorised User means end users of Our Software who:

(a) You wish to permit to access and use Our Software, and who You nominate to Us; and

(b) is an employee, contractor or client You

(c) is over 18 years of age; and

(d) have agreed to the Authorised User Terms.

Authorised User Terms means the terms applicable to the Authorised Users' use of Our Software and/or any Software Application as made available to Authorised Users at the time of access, located at nodestream.tech/terms-and-conditions, as updated by us from time to time.

Beta Versions has the meaning given to it in clause

Content means any data, materials, content, information, and/or audio-visual material input into, or streamed by You or Your Authorised Users when using, Our Software.

Custom Subscription means a Subscription agreed with You in writing that is not one of Our standard Subscription Tiers.

Data Allowance means the volume of data able to be consumed in a Subscription Month for the distribution of video, audio and data through Our Software, as specified for Your Subscription in the Quote or on our online e-commerce store.

Data Pack means an additional increment of data purchased by You at any time and available for consumption under Your Subscription. A Data Pack does not expire and remains available until the data included in that Data Pack has been fully consumed.

Effective Date means the first day of the Initial Subscription Term as determined in accordance with clause 3.1.

General Terms means our general terms and conditions located at nodestream.tech/terms-and-conditions as updated by us from time to time.

Initial Subscription Term has the meaning given in clause 3.1.

Missions means the feature of Our Software that enables Authorised Users to initiate and participate in a coordinated streaming session through the web application.

Our Software means the software provided to You by us in any format, including but not limited to Nodestream™, NodestreamLive™, NodestreamX™, Wearwolf™, Nodester™ and AVRLive™.

Owner has the meaning given to it in clause 2.2

Processing Region means the geographic region in which Your Content is processed, transcoded and distributed by Our Software, as configured by Us for Your organisation.

Registered Device means a machine or end point registered to Your account in Our Software, whether or not it is used.

Renewable Subscription Term has the meaning given in clause 3.2.

Self-Managed Deployment means the deployment of Our Software on Your own private cloud, public cloud or on-premise servers, where agreed by Us in writing.

Software Application means an application accessible by a third party app store that can be utilised by Authorised Users to access and use Our Software, subject to any applicable Authorised User Terms.

Subscription means the subscription detailed in our Quote to you or on our online e-commerce store.

Subscription Month means each successive period of one month beginning on the Effective Date and on each monthly anniversary of the Effective Date.

Subscription Term means the Initial Subscription Term and all Renewal Subscription Terms.

Subscription Tier means a standard tier of Subscription offered by Us, each of which specifies a Registered Device entitlement and a Data Allowance, as set out in the Quote or on our online e-commerce store.

Third Party Claim has the meaning given to it in clause 17.

Your Property has the meaning given to it in clause 14.7(a).

2. General Terms and access

2.1. We grant to You access during the Term to use Our Software and any related documentation that we issue to you in respect of Our Software solely for Your internal business purposes in accordance with the terms of the Agreement. You acknowledge and agree that the General Terms are incorporated by reference into these Software Product Terms and that Your access and use of Our Software remains subject to the General Terms.

2.2. You must designate an account owner (Owner) to manage Authorised Users' access to Our Software, account administration and communications between us and You. You must nominate the Owner by providing their details to us. You may replace the Owner by notifying us of the details of the replacement Owner.

2.3. The Fees for the access granted under clause 2.1 are calculated in accordance with Your Subscription, as specified in the Quote, or nominated by You when purchasing Our Software via our online e-commerce store.

2.4. Subject to clause 2.5, access under clause 2.1 is limited to the features, Registered Device entitlement, Data Allowance and other usage limits of Your Subscription specified in the Quote or nominated by You when purchasing Our Software via our online e-commerce store.

2.5. You may upgrade Your Subscription at any time, and may downgrade or cancel Your Subscription with effect from the end of the then current Subscription Term, by following the procedure set out in clause 4 of this Agreement.

2.6. We will give notice prior to the expiry of the Subscription Term and any renewal of the Subscription Term and our Fees for the Renewal Subscription Term. Any increase to our Fees for the Renewal Subscription Term is subject to clause 3.4 below.

3. Subscription Term and Automatic Renewal

3.1. The initial subscription term will begin on:

(a) if You purchase Your Subscription with an Order directly to us, the date we accept Your Order in writing, unless otherwise agreed in writing by Us; or

(b) if You purchase Your Subscription from our online e-commerce store, the date of Your purchase;

and will continue for the period selected by You during the subscription process (**Initial Subscription Term**).

3.2. On expiry of the Initial Subscription Term, the Agreement will automatically renew for successive periods which will be the same as the immediately preceding Subscription Term (each a **Renewal Subscription Term**), unless either party gives notice to the other that it does not want the Subscription Term to renew.

(a) For a monthly or annual subscription, this notice must be at least 30 days before the end of the Initial Subscription Term or any Renewal Subscription Term, as applicable.

(b) For a subscription made available to You through a self-managed server, the Agreement will not automatically renew.

3.3. With the exception of subscriptions made available to you through a self-managed server, You will be notified in advance of such notification 30 day period and reminded that You have the option to not renew. You must exercise such option prior to that 30 day period. Refer to clause 4.9 regarding cancellation via non-renewal is effective.

3.4. Each Renewal Subscription Term will be on the then current terms of the Agreement (the current version of our Agreement will be available at nodestream.tech/terms-and-conditions, and subject to any fee increases in accordance set out below.

3.5. At the same time as notifying you that you have the option to not renew, we will notify you of any proposed increases to your Fees for a Renewal Subscription Term. Where the Subscription Term does automatically renew, such increase will apply to that Renewal Subscription Term.

3.6. Where We change Our Subscription Tiers, Registered Device entitlements, Data Allowances or Fees, the change does not affect Your Subscription during the then current Subscription Term. The change applies to Your Subscription from the commencement of the next Renewal Subscription Term, and We will notify You of it at the same time as We give notice under clause 3.3.

4. Change or Cancel Your Subscription

4.1. Only the Owner can make changes to Your Subscription.

4.2. You can upgrade Your Subscription at any time, and can downgrade or cancel Your Subscription with effect from the end of the then current Subscription Term. Such amendment will apply as set out in the applicable clause 4.4, 4.5 or 4.6.

4.3. A notification of changes or cancellation will be emailed to the Owner.

4.4. You may change a Subscription:

(a) if You purchased Your Subscription with an Order directly to us:

(i) by sending us a notice of the requested change to sales@nodestream.tech; and

(ii) if the change is an upgrade to Your Subscription, submitting a new Order to us in accordance with the Order process in the General Terms and Conditions.

(b) if You purchased Your Subscription from our online store

(i) going to the pricing page on our online store or in Our Software;

(ii) select the new Subscription that You would like;

(iii) select if You would like the Subscription to be billed monthly or annually; and

(iv) select an existing payment method or nominate a new one.

4.5. When You upgrade Your Subscription:

(a) if You purchased Your Subscription with an Order directly to us:

(i) changes take effect the date we accept Your Order in writing, unless otherwise agreed in writing by Us;

(ii) the billing date of your account will also be reset to the date of the upgrade;

(iii) You will be charged for the price of Your new Subscription and Your billing anniversary date will become the day of the month of Your new Subscription.

(b) if You purchased Your Subscription from our online store:

(i) changes take effect immediately;

(ii) You can use new features or increase your usage limits immediately;

(iii) the billing date of Your account will also be reset to the date of the upgrade;

(iv) You will be charged for the price of Your new Subscription and your billing anniversary date will become the day of the month of Your new subscription.

(i) any unconsumed Data Allowance and unused Registered Device entitlement from Your previous Subscription do not roll over to Your new Subscription and are forfeited. Any unconsumed Data Pack remains available until the data included in that Data Pack has been fully consumed.

4.6. When You downgrade Your Subscription, which You may only do with effect from the end of the then current Subscription Term:

(a) changes occur at the end of the then current Subscription Term;

(b) You will still have access to the features of your current Subscription until that date;

(c) You may lose access to certain features after that date;

(d) You may not move to a lower Subscription Tier, or reduce Your Registered Device entitlement or Data Allowance, during a Subscription Term. Where You have upgraded during a Subscription Term, You may not return to Your previous Subscription Tier until the Subscription renewal date.

4.7. We offer Subscriptions as Subscription Tiers and as Custom Subscriptions. Each Subscription Tier specifies a Registered Device entitlement and a Data Allowance.

(a) You may move Your Subscription from monthly to annual and the change will take place at the end of the billing cycle of Your monthly Subscription.

(b) To move to a lower Subscription Tier, or from a Custom Subscription to a Subscription Tier, You must give Us notice in accordance with clause 4.6 and the change takes effect from the Subscription renewal date.

4.8. Subject to clause 4.9, You may cancel Your Subscription at any time as follows.

(a) If You purchased Your Subscription with an Order, by notice sent to sales@nodestream.tech.

(b) If You purchased Your Subscription from our online store, by contacting Your Owner.

4.9. Where Your cancellation or notification for non-renewal is received:

(a) at least 30 days prior to the end of the then current Subscription Term, cancellation will take effect, and the Subscription Term will end on the expiration date of that current Subscription Term' and Your access to the Subscription will continue until that expiration date; or

(b) less than 30 days prior to the end of the then current Subscription Term, your Subscription Term will renew for one further Renewal Subscription Term, the Subscription Term will end on the expiration date of that Renewal Subscription Term and Your access will continue during such renewal.

5. Registered Devices, Data Allowance and Data Packs

5.1. The Fees for Your Subscription are calculated on the combination of the number of Registered Devices permitted under Your Subscription and the Data Allowance assigned to it.

5.2. The number of Registered Devices for a Subscription Month is the highest number of Devices concurrently registered to Your account in Our Software at any time during that Subscription Month, whether or not those Devices are used. Registering a Device in place of one that has been de-registered does not increase that number.

5.3. Hardware purchased or hired from Us is not a Registered Device unless and until it is registered to Your account in Our Software. Hardware held unregistered, including as a spare, does not count towards Your Registered Device entitlement.

5.4. To add Registered Devices or Data Packs to Your Subscription, You must place an order with Us. Additional Registered Devices are charged at the rate per Device per month specified in the Quote or on our online e-commerce store, are charged for the whole Subscription Month in which they are added, and do not change Your billing anniversary date. You may not reduce the number of Registered Devices during a Subscription Term.

5.5. Data is counted against Your Data Allowance when it is delivered from Our Software to a viewing Authorised User or Device, and is measured in terabytes. Data transmitted to Our Software from a streaming Device is not counted against Your Data Allowance. Where a stream is viewed by more than one Authorised User or Device, the data delivered to each of them is counted separately.

5.6. Your Data Allowance and Registered Device entitlement are assigned for each Subscription Month and reset at the start of each Subscription Month, whether Your Subscription is billed monthly or annually.

5.7. Any unconsumed Data Allowance and unused Registered Device entitlement at the end of a Subscription Month do not roll over, are forfeited, and are not refundable or exchangeable for a credit or any other entitlement. A Data Pack does not expire and remains available until the data included in that Data Pack has been fully consumed.

5.8. Where the data delivered in a Subscription Month exceeds Your Data Allowance and any available Data Pack, Our Software will continue to operate and Your streams will not be interrupted. The excess is

charged at the same rate as a Data Pack, invoiced at the end of that Subscription Month and payable in accordance with clause 5 of the General Terms.

5.9. We will use reasonable efforts to notify the Owner before Your Data Allowance for a Subscription Month is exhausted, so that You may order a Data Pack.

5.10. A Data Pack may be purchased at any time and remains available until the data included in that Data Pack has been fully consumed.

5.11. We will make usage information available to the Owner through Our Software, including the number of Registered Devices and the Data Allowance consumed in the current Subscription Month. Our records of Registered Devices and of data consumption are, in the absence of manifest error, conclusive.

6. Updates and changes to Our Software

6.1. We may, on reasonable notice to You, change, release new versions of, and/or modify Our Software (without materially reducing the general functionality) to reflect new releases, enhancements, corrections, bug fixes, patches and modifications, including as necessary for the proper function and security of the Our Software such as critical security patches (**Updates**).

6.2. We may suspend access to, or functionality of, Our Software from time to time to implement such Updates. We will use reasonable efforts to notify you of any Update that may interrupt your use of Our Software.

6.3. Your use of Our Software requires one or more compatible devices, Internet access, and certain third-party software, and you may be required to obtain updates or upgrades from time to time for Our Software or third-party software, which may result in additional costs to you. Because use of the Our Software involves hardware, software, and Internet access, your ability to access and use Our Software may be affected by the performance of the foregoing. You are solely responsible for any fees that may apply to your access to or use of the Services and Software, including fees for hardware, software, Internet access. You agree that the foregoing requirements are your responsibility, and Nodestream may, in its sole discretion, discontinue availability or compatibility of the Services or Software, on a particular operating system, device, or platform. You must accept Updates and at our direction and in accordance with our policies. We cannot, and are not obliged to, support (or provide Services in relation to) Our Software that has not been updated.

6.4. We may make available to You new functionality or features for Our Software. If the new functionality or features increase the Fees payable for Our Software, You will have the option of accepting or declining the new functionality or features.

7. Authorised User

7.1. Each Authorised User must comply with the applicable Software Authorised User Terms.

7.2. Each Authorised User must have a unique username and password issued or otherwise assigned by You for access to and use of Our Software.

7.3. You must immediately notify us of any unauthorised use of an Authorised User's login credentials or any other breach of security known to You or Your Authorised Users.

7.4. Use of an Authorised User's login credentials or Our Software access by You or Your Authorised Users other than as provided in the Agreement will be considered a breach of the Agreement by You.

8. Missions

8.1. Missions enables Authorised Users to initiate and participate in a coordinated streaming session through the web application.

8.2. Missions requires access to the microphone and camera of the Authorised User's device through the web browser. That access is granted by the Authorised User through the browser permission prompt and may be withdrawn at any time through the browser or device settings, in which case that Authorised User cannot transmit audio or video through Mission.

8.3. Our Software displays in its interface whether the microphone and camera of a device are active during a Mission session.

8.4. Missions is a live transmission feature. Audio and video captured through Missions is not recorded or retained by Us after the Mission session ends.

8.5. You are responsible for giving notice to, and obtaining the consent of, each individual whose image or voice is captured through Missions, including individuals who are present where a Missions session is conducted and who are not Authorised Users, and for complying with applicable privacy, surveillance device, listening device and workplace laws in each jurisdiction in which Mission is used.

9. Hosting and self- managed servers

9.1. We may make Our Software available to You by one or more of the following hosting options:

(a) third-party cloud server;

(b) third-party dedicated server; or

(c) self-managed server, being Your own private cloud, public cloud or on-premise servers (Self-Managed Deployment).

9.2. If Our Software is to be made available to You via a self-managed server, the following clauses apply.

9.3. A Self-Managed Deployment is available only where We have expressly agreed to it in writing. It is priced on a case by case basis and the applicable Fees, Registered Device entitlement and Data Allowance, if any, are set out in the Quote. Where Our Software is made available to You via a Self-Managed Deployment, the Processing Region clause does not apply to Content processed within Your Environment.

(a) You are solely responsible for your environment, including information technology networks, infrastructure, end-user computing environments, systems (including third party systems), equipment, programs, and premises (**Your Environment**) and you must ensure your environment meets any specifications that we advise to You.

(b) You will grant and facilitate access to Your Environment, including providing us with the necessary level of administration to Your Environment, as required by us to provide Our Software and fulfil our obligations under the Agreement, including installing Updates in accordance with clause 6.1.

(c) In respect of such access and administration, we will use our best endeavours to:

(i) comply with your reasonable instructions in respect of such access;

(ii) not knowingly introduce any malware, virus, trap door, trojan horse, worm, self-destruction, disabling, lock out, metering device or any other malicious code as such terms are understood in the computer industry to Your Environment;

(iii) not disclose to any other person any passwords or other access mechanisms supplied by You; and

(iv) comply with your applicable policies and requirements in respect of such access.

(d) You must maintain appropriate administrative, physical, and technical safeguards to secure Your Environment from unauthorised access, disclosure, alteration, and use and notify us in writing, as soon as practicable, if you suffer any actual or threatened security breach in respect of the Your Environment which in any way affects the Our Software.

10. Processing Regions

10.1. Your Content is processed, transcoded and distributed in the Processing Region configured by Us for Your organisation. The Processing Regions currently available are Australia and the United Kingdom. Unless We agree otherwise in writing, Your organisation is configured to the Australia Processing Region.

10.2. A Processing Region is configured at the level of Your organisation and applies to all of Your Authorised Users and Registered Devices. An organisation cannot be configured to more than one Processing Region at the same time.

10.3. A Processing Region is selected at onboarding. No Fee applies to that selection.

10.4. To move Your organisation to a different Processing Region after onboarding, the Owner must submit a support request to Us. That work is chargeable as Flexible Support under clause 7 of the General Terms. We will confirm whether the requested Processing Region is available to You and agree the migration window before the migration proceeds, and We may decline a request, acting reasonably. You may move Your organisation back to a previous Processing Region by submitting a further support request on the same basis.

10.5. A migration between Processing Regions requires media to be re-routed, and is carried out as scheduled maintenance under clause 9. Because Content is not stored by Us, no Content is migrated between Processing Regions.

10.6. The platform services used to store and authenticate Authorised User credentials are hosted in Australia and are not affected by Your Processing Region. Personal Information is handled in accordance with the Privacy Policy and the Data Processing Agreement.

10.7. Availability of a Processing Region is subject to the export control, sanctions and restricted country provisions in clauses 8 and 9 of the General Terms.

11.

11.1. We will use commercially reasonable efforts to maintain availability of Our Software during the Term.

11.2. You agree and understand that from time to time Our Software will not be available, such as:

(a) scheduled maintenance times, e.g. upgrades, patches, bug fixes;

(b) outages;

(c) emergency maintenance;

(d) due to security, interoperability, data protection and/or any other work that is necessary for operational or technical reasons;

(e) unavailability caused by Your or other third -party software or hardware; and

(f) causes beyond our reasonable control.

11.3. We agree to use reasonable efforts to provide You with prior notice of any scheduled maintenance (except for emergency maintenance) and other unavailability of Our Software, and You agree to use reasonable efforts to comply with any maintenance requirements (including, for example, implementing an Update or emergency fix) that We notify You about and also providing notice to your Authorised Users or any such unavailability.

11.4. We are not liable for any delays, interruptions, or other transmission errors resulting from any lack of Our Software access or caused by Your device or Your internet or wireless service provider.

12. Your obligations

12.1. You must, and must ensure that You and Your Authorised Users:

(a) comply with all applicable laws and the terms of the Agreement ;

(b) only access and use Our Software for Your own internal business purposes;

(c) take all reasonable steps to safeguard access to Our Software; and

(d) not use Our Software in any manner or for any purpose that:

(i) is unlawful;

(ii) would give rise to any civil or criminal liability for Yourself, us, or any third party; or

(iii) in any manner contrary to or prohibited by the Agreement.

12.2. You must not assign, sublicense (except to Your Authorised Users), license, sell, lease, rent or otherwise make Our Software available to third parties.

12.3. Without limiting clause 12.1 or any other provision in the Agreement, You acknowledge and agree that You are solely responsible for:

(a) Your Authorised Users' compliance with applicable laws, the Agreement and the applicable Authorised User Terms;

(b) the acts and omissions of your Authorised Users, as if they were your acts and omissions;

(c) the Content uploaded to Our Software, including its accuracy and legality;

(d) all liabilities incurred through use of Our Software by Your Authorised Users and that any transaction under an Authorised User's login credentials will be deemed to have been performed by You; and

(e) ensuring that Your Authorised Users' account information is true and accurate information.

12.4. You acknowledge that Your Authorised Users may act on information submitted to us by Your Authorised Users whether or not such information is accurate or true, and You agree that You or Your Authorised Users rely on such information at Your own risk and, to the extent permitted by law, that we are not liable to You or Your Authorised Users for Your or Your Authorised User's reliance thereon.

12.5. Any use of Our Software by You or Your Authorised Users that in our reasonable opinion threatens the security, integrity, or availability of Our Software may result in Your or Your Authorised Users' immediate suspension of access to Our Software until such use ceases or the Agreement is terminated as a result of such use in accordance with the termination provisions in the General Terms.

12.6. You will, and you will cause your Authorised Users to, abide by and ensure compliance with, all the terms and conditions of this Agreement. Use of the Missions is void where prohibited.

12.7. Violations by Authorised Users or Third Parties. Nodestream assumes no responsibility or liability for violations of this Agreement by Authorised Users or any other third party that you allow, direct, or enable to access Missions or Our Software. If you become aware of any violation of this Agreement in connection with use of the Missions or Our Software by any person, you must contact commercial@nodestream.tech.

12.8. Liability for Content and Data. Under no circumstances will Nodestream be liable in any way for any data or other content viewed while using Our Software, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

13. Acceptable Use

13.1. Without limiting clause 12.1 or any other provision in the Agreement, you must not, and must ensure that Your Authorised Users do not:

(a) download, install or use Our Software on any devices on which You do not have permission to operate Our Software, or on which Our Software cannot be legally and rightfully operated;

(b) send communications that are illegal;

(c) defraud, deceive, or mislead anyone, including in relation to Your usage of Our Software;

(d) transmit or upload any content, data or information that infringe or violate the rights (including privacy rights and/or Intellectual Property Rights) of any third party, is abusive, harmful, threatening, harassing, defamatory, bullying, malicious, discriminatory, deceptive, misleading, unethical, unlawful, or which is otherwise objectionable;

(e) copy, modify, clone, translate, adapt, or otherwise create derivative works or improvements of Our Software;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting Our Software;

(g) remove, delete, alter, or obscure any trade marks or any copyright, patent, or other intellectual property or proprietary rights notices from Our Software, including any copy of them; or

(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Our Software, or any features or functionality of Our Software, to any third party.

14. Your Licence to Us

14.1. Subject to the Agreement, You grant to us a:

(a) non-exclusive, royalty-free licence during the Subscription Term to use, reproduce, store, archive, aggregate, process, produce reports, and benchmark the Content in order to provide Our Software to You; and

(b) a non-exclusive, worldwide, royalty free, assignable, perpetual and irrevocable licence to copy, use and analyse the Content for our business purposes, including for benchmarking and analytics

14.2. You further grant us a licence to review and monitor all use of Our Software by Your Authorised Users to ensure compliance with all of the terms of this Agreement and evaluate performance of Our Software. This licence includes the ability to analyse user behaviour to evaluate use of our website and emails, both on an individual basis and in the aggregate, and otherwise to collect, create, and analyse metadata about Your use of Our Software (together, **Metadata**).

14.3. We will own such Metadata. We will not disclose or distribute such Metadata or other information resulting from monitoring activities, except in an anonymised and aggregate format.

14.4. Subject only to the limited licences expressly granted under this clause 14, we acquire no right, title, or interest from You or Your Authorised Users under the Agreement in or to the Content, including any Intellectual Property Rights in and/or to the Content.

14.5. You are solely responsible for the Content that You or Your Authorised Users upload, publish, display, link to or otherwise make available on or through Our Software, and You agree that we are only acting as a passive conduit for the online distribution and publication of the Content which You control.

14.6. We will not review, share, distribute, or reference any of the Content except as provided in the Agreement to provide Our Software or as may be required by law.

14.7. You:

(a) are solely responsible for the accuracy, quality, and legality of all Content, software, and hardware that is used with Our Software other than that provided by us (**Your Property**), and for the means by which You acquired Your Property; and

(b) warrant that Your Property does not and will not violate third-party rights of any kind, including any Intellectual Property Rights or privacy rights.

14.8. You acknowledge and agree that:

(a) any decisions, outputs, outcomes and/or information made based Your use of Our Software, (**Outcomes**) are dependent on the integrity, accurate and quality of the Content;

(b) You are solely responsible for determining how and if You use any such Outcomes and/or whether the same are suitable for Your purposes; and

(c) we are not responsible or liable to you in respect of any such Outcomes.

15. Security

15.1. We will use commercially reasonable efforts to implement and maintain data security practices for Your Property in accordance with applicable law and as set out in our Privacy Policy which can be accessed at Nodestream | Terms and Conditions.

15.2. Notwithstanding clause 15.1, You acknowledge that, to the extent permitted by law:

(a) Your access to and use of Our Software is at Your own risk;

(b) we cannot guarantee that Your use of Our Software will be uninterrupted or error free, or that Our Software will be free of viruses or other harmful components;

(c) we cannot guarantee that the Content will not be lost, or that unauthorised third parties will never be able to defeat the data security measures we have, or use the Content for improper purposes;

(d) the internet is not secure and we are not responsible for any loss, corruption or interception of data sent to or from Our Software.

16. Free or Trial Subscriptions; Beta Versions

16.1. We may, in our sole discretion, make free, trial, and/or Beta Versions of Our Software available to You. Because free, trial, or beta offerings are different from paid subscriptions, the following special terms apply.

(a) If we make Our Software, or a demonstration version of Our Software, available to You on a free or trial basis, it is so that You can use Our Software before purchasing a subscription to determine if Our Software meets Your needs. Free/trial subscriptions to Our Software, and any demonstration versions, are subject in all respects to the Agreement, except that we may discontinue Our Software, or Your ability to use Our Software, or demonstration version at any time, with or without notice to You and without further obligations to You.

(b) We may make new versions of Our Software available prior to their release to the general public, for testing and evaluation purposes (**Beta Versions**). Your use of Beta Versions is subject to the following.

(i) Beta Versions of Our Software are subject in all respects to the terms of the Agreement, except that we may discontinue Our Software or Your ability to use a Beta Version at any time, with or without notice to You and without further obligations to You.

(ii) You agree to notify us of all comments or suggestions about Our Software, including any problems and ideas for improvements, which come to Your attention during its use of the Beta Version and you assign to us all right, title and interest (including any Intellectual Property Rights) such comments or suggestions as and when created.

17. Third Party Claims

17.1. Subject to clauses 17.2 and 17.3, we will:

(a) defend You (at our expense) against all claims made against You by any third party alleging that Your use of Our Software, in accordance with the terms of the Agreement, infringes the Intellectual Property Rights (other than patent rights) of that third party (**Third-Party Claim**); and

(b) pay the costs and damages finally awarded based on any Third-Party Claim or the amount of any settlement we enter into regarding that Third-Party Claim.

17.2. Our obligations under clause 17 are subject to:

(a) You promptly notifying us of that Third-Party Claim (and in any event no later than 7 days after receiving the Third-Party Claim);

(b) us being given sole control of the defence and settlement negotiations of the Third-Party Claim;

(c) You providing any and all reasonably requested assistance for defence of the Third-Party Claim; and

(d) You not making any admission prejudicial to the defence of the Third-Party Claim.

17.3. 17 will not apply if the Third-Party Claim results from:

(a) Your or Your Authorised Users' breach of the Agreement;

(b) modification of Our Software that was not made by us; or

(c) use of Our Software in conjunction with any other hardware, software or service not provided by us.

17.4. If a Third-Party Claim is made or, in our reasonable opinion, is likely to be made, we may, at our expense:

(a) procure for You the right to continue using Our Software under the terms of the Agreement; or

(b) replace or modify Our Software to be non-infringing without any material decrease in functionality.

17.5. If we notify You that the options described in clause 17.4 are not reasonably available, either we or You may, by notice to the other, terminate the Agreement.

17.6. Clauses 17 to 17.5 set out Your sole and exclusive remedies, and our entire liability to You, for any Third-Party Claims.

18. Termination

18.1. On termination of the Agreement or expiry of your Subscription Term, unless otherwise agreed in writing, the following will apply in addition to the effect of expiry or termination provisions in the General Terms.

(a) Any licence rights granted to the other party with respect to Our Software will terminate as of the date of termination.

(b) We will have no obligation to provide Our Software to You or Your Authorised Users after the date of termination.

(c) We will provide You and Your Authorised Users with access to the Content (where available) until 30 days after the date of termination, at which point such access will cease.

(d) You must promptly (and in any case, within 14 days of the effective date of expiry or termination) pay us any outstanding Fees owed as at the date of termination.

(e) Where you terminate for our breach, we will refund you with a pro-rata portion of any pre-paid Fees calculated based on the period remaining on your Subscription Term, less any reasonable costs incurred by us to recover any outstanding Fees owed to us and not paid.