QUICTA SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement is made on the date that the Quotation accompanying this Quicta Software Subscription Agreement is signed.

Parties:

JCurve Mobile Services Pty Ltd (ABN 57 625 991 102), or a related entity as specified on the Quotation accompanying this Quicta Software Subscription Agreement ("**JCurve"**)

and

The Party named on the Quotation accompanying this Quicta Software Subscription Agreement ("**Client"**)

Background

A.   JCurve owns and operates the software which caters for Service Management functionality including but not limited to enabling customers ("**Customers**") and registered employees and/or 3rd party contractors ("**Resources**") to usage of the platform for the delivery of end-to end services. Client distributes products that require installation and associated services and wishes to obtain access rights to use the Software to enable its Customers and Resources ("**Users**") to services transactions through the Software ("**Purpose"**).

The Parties agree as follows:

1.   DEFINITIONS AND INTERPRETATION

1.1   In this Agreement unless otherwise expressly provided:

"**Commencement Date**" means the date specified as the Contract Start Date on the Quotation;

"**Confidential Information**" includes trade secrets and other confidential or proprietary information which relates to, or is disclosed by, a party including (but not limited to) financial, staff, management, technical, customer and supplier information, business strategies, business plans, commercial pricing, internal systems, and proprietary software and any related source code. However, Confidential Information shall not include any information (i) which is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act by either party; (ii) which is already known to the recipient party (as evidenced by its written records) at the time this Agreement is entered into and was not acquired directly or indirectly from the other party or is not otherwise subject to an obligation of confidentiality; (iii) which is acquired by the relevant party from any third party who did not acquire such information directly or indirectly from the providing party in breach of any obligation of confidence; or (iv) which is independently developed by, or for the recipient party by a third party, without access to the Confidential Information. For the avoidance of doubt the specific proprietary Software, modifications, improvements or innovations to the proprietary Software that JCurve provides to Client under this Agreement shall constitute Confidential Information;

"**Customer Data**" means all of the data provided to JCurve by the Client, Customers, Users.

"**JCurve IP Rights**" means any and all of JCurve's industrial and intellectual property rights in relation to the Software;

"**Purpose**" has the meaning set out in B of the Background;

"**Software**" is the app based services management platform solution, called Quicta, which enables functionality to be actioned through the app;

"**Payment Gateway**" means the third party payment process supplied by the supplier of payment services which JCurve determines as its discretion; and

"**Users**" has the meaning set out in B of the Background.

1.2   In this Agreement unless otherwise expressly provided:

(a)   reference to a person includes any other entity recognised by law and vice versa;

(b)   words importing the singular number include the plural number and vice versa; words importing one gender include every gender;

(c)   any reference to any of the parties by their defined terms include that party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;

(d)   any reference to or use of "$" means Australian dollars unless otherwise specified on the Quotation;

(e) any reference to taxes means applicable tax in relation to the provision of the service including GST and or VAT where applicable;

(f) reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions.

1.3 In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the other agreements entered by the Client with JCurve, this agreement shall take precedence over the other agreements and govern with respect the software including usage charges and the platform fee.

2. ACCESS AND DURATION

2.1 JCurve grants to Client a non-assignable right to access and use the Software for the Purpose for the period of time outlined on the Quotation.

2.2 All payments for transactions through the Software will be transacted by credit card through the Payment Gateway.

2.3 Client will take all reasonable steps to monitor and ensure compliance by its Users in relation to access and use of the Software.

2.4 The Software is subject to and protected by copyright law and Client must not create any derivative or new works based on the Software nor adapt, translate, lease or otherwise misuse the Software.

2.5 Client acknowledges that JCurve shall be entitled to license any other third party to use the Software as it sees fit.

2.6 This Agreement shall commence on the Commencement Date and shall continue until the Contract End Date as outlined on the Quotation (**"Initial Period"**) unless terminated earlier by mutual written agreement or otherwise under the terms of this Agreement.

2.7 This Agreement shall automatically extend for a further period of 12 months unless Client gives JCurve at least 3 months notice in writing of its intention to terminate this Agreement prior to the end of the Initial Period and shall continue to renew thereafter for periods of 12 months subject to the same 3 months notice requirement.

3. Customer Payment Process (where applicable)

3.1 The Customer, when purchasing goods from Client, will receive a log-in code from Client to access the Software.

3.2 The Customer by logging in to the Software will be able to book a particular service and will pay the fixed fee using the Payment Gateway.

3.3 The Client is responsible for dealing with any complaints from Customers in relation to the service.

3.4 The Software will generate an invoice for the Customer for the fee (including taxes) for the service .

3.5 The Software will create a service rating option for the customer to complete.

4. CLIENT FEES

4.1 Client shall pay the Usage Subscription Fee as outlined on the Quotation. Usage Subscription fees commence as outlined on the Quotation and invoices raised and payment due per payment terms agreed.

4.2 When outlined on the Quotation the Client shall pay the Platform Fee immediately on receipt of the invoice. The Platform Fee commences from the commencement date.

4.3 All fees and charges payable by Client under this Agreement, unless expressly stated otherwise, are exclusive of any taxes, duties, fees or other government levies or charges which may be imposed on or in respect of the Software or its use and shall be payable by Client in addition to the fees and charges.

5. JCURVE OBLIGATIONS

5.1   JCurve shall:

(a)   use reasonable endeavours to ensure the service levels outlined in Clause 11 are met;

(b)   maintain the Software and resolve in a timely matter issues classified as a system defect;

(c)   upgrade and continue to improve the overall user experience of the Software; and

(d)   provide all hosting and ongoing development during the Term.

6. CLIENT OBLIGATIONS

6.1   Client shall promptly provide to JCurve all requirements for configuration into the Software and any other information required by JCurve to properly configure the Software for the Purpose.

6.2   Client shall:

(a)   pay the Platform Fee and Usage Subscription Fee as outlined on the Quotation.

(b)   promote usage of the Software to its Users.

(c)   provide staff to be trained in both the running and administration of the Software

(d)   notify JCurve immediately of any issue or problem arising in relation to the Software in accordance with the agreed protocol as determined by JCurve.

6.3   Client must ensure only legitimate Users are provided with access to the Software and make transactions on the Software.

6.4   Client agrees that on reasonable notice it will allow JCurve the opportunity to assess the Clients compliance with the terms of the licence set out in this Agreement.

6.5   Client shall indemnify JCurve against any complaints or claims arising in relation to the services provided by the Resources and shall reimburse JCurve for all expenses incurred in relation to answering such complaints or claims.

7. CONFIDENTIAL INFORMATION

7.1   Client covenants with JCurve, and JCurve with Client, that it will not divulge or use the Confidential Information of the other party whether directly or indirectly for its own benefit or for the benefit of any other person other than in accordance with this Agreement and will not publish or disclose or allow the publication or disclosure by any person of the Confidential Information of the other party.

7.2   Each Party may only make use of the other party's Confidential Information to the extent necessary to enable the Software to be used in accordance with this Agreement and only for the Purpose.

8. PRIVACY AND CUSTOMER DATA

8.1   As soon as is reasonably possible, JCurve will notify the Client of any actual, attempted or threatened breaches in security, or unauthorised or suspicious access to the Software indicating that an individual may have gained unauthorised access to the Software in a way that would adversely affect the Client's information, including any corruption, loss or mis-transmission of data, or any breach of data security during transmission and storage. In the event of any such security breach, JCurve will perform a root cause analysis to identify the cause of such security breach and shall, on an expedited basis, provide the Client with a report detailing the cause of such a security breach as well as doing all things reasonably requested by the Client in relation to the breach.

8.2   Disclosure and use of any Personal Information by the parties is subject to the privacy laws. "Personal Information" shall mean data or information about an individual who can be identified from such data or information, or from such data or information and other information which a party has or is likely to have access.

8.3   Each party will comply with the privacy laws applicable to that party's performance of its obligations under this Agreement. The Client warrants that the use and disclosure of Personal Information by JCurve in accordance with the terms of this Agreement will not result in a breach of the privacy laws by either JCurve or the Client.

8.4   The Client is responsible for ensuring that if a third party is required to disclose Personal Information to JCurve for the purposes of this Agreement on the clients behalf or request, that such disclosure by the third party complies with the privacy laws.

8.5   If JCurve are required to retain any Personal Information by law:
(a) The Client has taken all steps to ensure that JCurve are permitted to do so; and
(b) on reasonable notice, and the payment of a reasonable charge, JCurve will make such information available for inspection by the Client and or the Client's auditors.

8.6   On termination of this Agreement and when requested by the Client, JCurve will return data and confidential information and when requested delete all such data and confidential information. If no request to delete data is received by JCurve, on termination of this Agreement, JCurve may delete all data after a period of 90 days after the termination date. It is the Client's responsibility to obtain a copy of all Data before the data is deleted in order to meet all applicable laws and regulations.

9.   INTELLECTUAL PROPERTY

9.1   Client acknowledges and agrees that:

(a)   JCurve is the owner of the Software and all intellectual property rights within it and that this Agreement in no way transfers any intellectual property rights to Client.

(b)   it will provide all necessary assistance to JCurve in order to ensure the protection or enforcement of JCurve's IP Rights.

(c)   JCurve shall have the exclusive right and option to prosecute any infringement or misuse of JCurve's IP Rights by any third party at JCurve's own cost and expense and take any action as it deems appropriate with regard to that infringement or misuse.

9.2   Without limiting the generality of clause 9.1, if it is determined by any court or other independent tribunal of fact or law that an infringement of any industrial or intellectual property rights of any third party has occurred in relation to the Software, JCurve shall at its own expense:

(a)   modify or replace the Software so that the infringement, defect or inadequacy is removed;

(b)   procure for Client the right to continue Client's use of the Software under this Agreement; or

(c)   recall the Software in which case this Agreement is immediately terminated.

9.3   All of the intellectual property rights for the Customer data used in the Software shall remain with the Client.

9.4   Subject only to Client complying with its obligations under this clause 9, JCurve shall indemnify Client against any loss, costs, expenses, demands or liability in relation to any third party claim disputing JCurve's IP Rights.

10.   WARRANTIES

10.1   JCurve warrants that:

(a)   it has the right and authority to provide the access to and use of the Software for the Purpose; and

(b)   the Software will perform substantially in accordance with requirements of the Purpose.

10.2   JCurve does not warrant that:

(a)   the Software is completely error free;

(b)   the use of the Software will be uninterrupted;

(c)   the Software shall operate or provide any function for which it is not intended to be used or is supplied by JCurve ; or

(d)   the Services provided form any basis as a primary accounting or tax tool and JCurve excludes

liability for any taxation related issues which may arise from the Services.

11.   SERVICE LEVELS

JCurve will use reasonable endeavours to provide the Software to Client in accordance with the following service levels:
(a)   UPTIME: 95%

If the Software is unavailable for a period greater than 5% then JCurve will provide a rebate off the next month's Usage Subscription Fee pro rata.

If the down-time exceeds 10% for 2 consecutive months, Client may terminate this Agreement by notice within 7 days of the occurrence.

12.   LIABILITY

12.1   Except as otherwise provided in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Software or to this Agreement are excluded.

12.2   In no event shall JCurve be liable for any special, incidental, indirect or consequential damages including damages for loss of business profits, business interruption and loss of information which may be suffered or incurred or which may arise directly or indirectly as a result of the use of the Software by Client or its Users.

12.3   Subject to clause 12.4, JCurve has not and will not make any express or implied warranties or conditions, including without limitation the warranties of merchantability or fitness for a particular purpose, with respect to the Software and no oral or written information or advice given by JCurve or its agents or employees shall create a warranty or in any way increase the scope of any warranty given under clause 12.4.

12.4   Nothing in this Agreement is intended or shall be construed as excluding or modifying any statutory rights, warranties or conditions which are applicable to this Agreement by virtue of any legislation if not permitted by that legislation to be excluded or modified, however in such case JCurve's liability for any breach of warranty or condition shall be and is limited to either the re-supply of any part of the Software or the correction of any defect in any part of the Software as JCurve in its sole discretion may determine necessary.

12.5   The client acknowledges that all monies transferred through the payment gateway are held by the supplier of that service and not by JCurve and the client acknowledges that JCurve has no responsibility for holding those monies.

13.   TERMINATION

13.1   JCurve may terminate this Agreement immediately by written notice:
(a)   if the Client commits a breach of a material provision of this Agreement that:
(i) if capable of being remedied, is not remedied within 90 days of the date of notice from us specifying the breach and requiring it to be remedied; or
(ii) is not capable of remedy;

(b)   if JCurve are required to do so to comply with any law, order, instruction or direction issued to us by any governmental, legal, judicial, regulatory or other like body; or

13.2   Client may terminate this Agreement:
(a)   on 90 days prior written notice at any time during the Term, or

(b)   at any time during the Term, immediately by written notice if JCurve commit a breach of a material provision of this Agreement which:
(i)   if capable of remedy has not been remedied within 90 days of notice from the Client specifying the breach and requiring it to be remedied; or
(ii)   is not capable of remedy.

13.3   Either party may terminate this Agreement by notice in writing immediately:
(a)   if the other party is subject to bankruptcy or insolvency proceedings or, becomes insolvent, makes any composition or arrangement with or assignment for the benefit of its creditors, or goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets, or anything analogous to the foregoing occurs in respect of that party; or

(b)　　　if either party is unable to perform for a period of 60 days or more due to the occurrence of a Force Majeure Event.

13.4　　If this Agreement is terminated for any reason whatsoever JCurve may:

(a)　　　repossess or direct Client to delete any copies of the Software in the possession, custody or control of Client and block all access to the Software;

(b)　　　retain all moneys paid under this Agreement; and

(c)　　　be regarded as discharged from any further obligations under this Agreement.

13.5　　On termination of this Agreement for any reason, Client shall immediately pay to JCurve all monies then owing to JCurve under the terms of this Agreement and on request immediately return to JCurve all written materials relating to or containing technical, commercial or other Confidential Information obtained from JCurve and all copies of that information in Client's possession, custody or control and in whatever form held or stored and shall immediately cease using the Software in any manner.

13.6　　On termination of this Agreement and when requested by the Client, JCurve will return all of the data in a raw data format and confidential information and when requested delete all such data and confidential information. If no request to delete data is received by JCurve on termination of this Agreement, then JCurve may delete all data after a period of 90 days after the termination date.

14.　　NOTICES

14.1　　A notice, approval, consent or other communication under this Agreement must be in writing, in English, and must be left at the address of the recipient, or sent by prepaid post or by email to the address of the recipient specified in this Agreement or, if the recipient has notified another address, to that new address.

14.2　　A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

14.3　　A letter or email is taken to be received:

(a)　　　in the case of a posted letter, on the third day after posting or in the case of international post the seventh day; and

(b)　　　in the case of an email, on confirmation that the email has been successfully sent by the sender's server and, if after 5pm in the recipient's location, on the next business day.

15.　　GENERAL

15.1　　Force Majeure

The parties to this Agreement shall not be liable for any delay or failure to perform their obligations, except the obligation to pay any monies validly owing, if that failure or delay is due to any cause or condition beyond the control of that party and in particular, without limitation, any delay, failure, damage or loss due to fire, flood, act of God, industrial disturbance, failure of electrical or telecommunications networks, acts of vandalism, sabotage, civil services dispute, war, changes in legislation or regulations of any government, refusal or revocation of any license or consent by the government or any authority for use of the Software.

15.2　　Assignment

Client is not entitled to assign any right under this Agreement without JCurve's express written consent. JCurve shall be entitled to assign its rights under this Agreement without requiring the consent of Client provided only that such assignment is not likely to diminish Client's ability to access and use the Software.

15.3　　Execution by Counterparts

This Agreement may consist of one or more counterpart copies. All counterparts of this Agreement,

when taken together, shall constitute the one document. The Client shall be bound by this Agreement as soon as it sends a signed copy of this Agreement to JCurve.

15.4 **Variations**

The provisions of this Agreement may only be varied by further written agreement of the Parties. No variation of the provisions of this Agreement shall be expressed or inferred from a course of dealing.

15.5 **Severance**

If any term or condition of this Agreement or its application to any party or any circumstance is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then unless that term or condition is fundamental to the operation of the Agreement the remaining terms and conditions of this Agreement will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

15.6 **Waiver**

The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Agreement or exercise any election or discretion under this Agreement, shall not operate as a waiver of them or of the rights of a party, whether express or implied, arising under this Agreement.

15.7 **Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws in force in one of the following locations: State of New South Wales (Australia) or Singapore or Taguig City (The Philippines). The laws in force is dependent on the registered location of the JCurve subsidiary to which your contract is entered with. Each party agrees that courts with valid jurisdiction in that location have authority to settle any claim or matter arising under this Agreement and each party submits to the exclusive jurisdiction of those courts to determine any dispute in relation to this Agreement or the services provided under this Agreement in the event the dispute is not resolved under clause 15.9 (Dispute Resolution).

15.8 **Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

15.9 **Dispute Resolution**

In the event of any dispute arising in relation to this Agreement, the parties shall use all reasonable endeavours to resolve the dispute during a 7-day period and shall involve the respective CEOs of the parties for this purpose and the parties agree that no court proceedings may be commenced until a reasonable attempt to resolve the dispute has first been made.