

IMPORTANT:

THIS LICENCE IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU") AND 2IC SOFTWARE PTY LTD (A.C.N. 093 480 810) ("2IC").

BY INSTALLING, ACCESSING AND/OR USING THE SOFTWARE, YOU ARE ACCEPTING (AND CONFIRMING YOUR ACCEPTANCE OF) THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS LICENCE.

READ THIS LICENCE CAREFULLY BEFORE COMPLETING THE INSTALLATION OR CONTINUING THE ACCESS PROCESS AND USING THE SOFTWARE.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS THEN DO NOT INSTALL, ACCESS AND/OR USE THE SOFTWARE, AND DELETE OR DESTROY ANY COPY OF THE SOFTWARE THAT YOU HAVE MADE.

THIS LICENCE SHALL APPLY ONLY TO THE SOFTWARE CREATED BY 2IC REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED IN THIS LICENCE.

1. LIMITATION TO IMPLIED TERMS

- (a) **NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 2IC, ITS REPRESENTATIVE, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED IN THIS LICENCE.**
- (b) Subject to clause 1(c), any condition or warranty which would otherwise be implied in this Licence is hereby excluded.
- (c) Where legislation implies in this Licence any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Licence.

2. LIMITATION OF 2IC'S LIABILITY

- (a) **NEITHER 2IC NOR ITS REPRESENTATIVES SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE SOFTWARE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF 2IC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- (b) **NEITHER 2IC NOR ITS REPRESENTATIVES SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF ANY OF THE SERVICES PROVIDED BY 2IC (INCLUDING, BUT NOT LIMITED TO, INSTALLATION, SET-UP, TRAINING AND SUPPORT AS CONTEMPLATED BY THIS LICENCE, AND ANY ADD-ON AND/OR ONGOING SERVICES OFFERED BY 2IC AFTER THE COMMENCEMENT OF THIS LICENCE) AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF 2IC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**

AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- (c) **2IC'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BREACH OF CONDITION OR WARRANTY) WILL BE LIMITED TO THE GREATER OF A\$100 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.**
- (d) Notwithstanding any other term of this Licence, the limitations in this Licence shall not apply in relation to liability for personal injury (including sickness and death).
- (e) You warrant that you have not relied on any representations made by 2ic that has not been stated expressly in this Licence, or upon descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by 2ic. You acknowledge that to the extent 2ic has made any representations that are not otherwise expressly stated in this Licence, you have been provided with an opportunity to independently verify the accuracy of that representation.
- (f) You shall at all times indemnify and hold harmless 2ic and its officers, employees and agents (those **indemnified**) from and against any loss (including reasonable costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by a breach by you of your obligations under this Licence or any wilful, unlawful or negligent act or omission by you.

3. GRANT OF LICENCE

Conditional in all respects upon the receipt by 2ic of the Licence Fee, 2ic hereby grants to you a non-exclusive, non-transferable licence to use the Software for the Initial Term on the terms and conditions set out in this Licence.

4. PAYMENT OF LICENCE FEE

The full Licence Fee in respect of the Term is due and payable in full and in advance. 2ic may, at your request, agree to the payment of the Licence Fee in one or more instalments over the Term. However, in the event that the Licence is cancelled or terminated for any reason, the whole of the Licence Fee remains due and payable, and must be paid in full on or before cancellation or termination of the Licence.

5. RENEWAL OF LICENCE

At the discretion of 2ic and prior to the expiry of the Initial Term, the Licence may be renewed for one or more subsequent terms of similar duration to the Initial Term (a **Subsequent Term**). A Licence Renewal Fee shall be payable by you to 2ic in the event the Licence is extended for a Subsequent Term.

6. LICENCE FOR EACH LOCATION AND EACH DATA FILE

- (a) Each Licence relates to a single Location in a single Data File.
- (b) In respect of each Licence you hold for the Software you may access the Software from as many computers as you require, provided that the Software may only be used:
 - (i) In respect of one Location;
 - (ii) In respect of one Data File; and
 - (iii) In respect of the conduct of your own business (rather than the business of one or more third parties).

For the avoidance of doubt:

- (iv) anyone that is managing multiple Data Files will need a licence for each Data File; and

2ic Pallets Standard Site Licence Agreement

- (v) a single Data File with multiple Locations will need a licence for each Location.

7. ADDITIONAL LICENCES

The holder of an existing Licence (under these terms) may apply for one or more Additional Licences. Each Additional Licence is granted on the terms and conditions of 2ic's Pallets Standard Site Licence Agreement applicable at that time, as may (or may have been) modified from time to time since the granting of the Licence.

8. LICENCE LIMITATIONS

You agree that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party (without 2ic's prior written consent) (i) sell, lease, license or sub-license the Software, (ii) decompile, disassemble, or reverse engineer the Software, in whole or in part, (iii) write or develop any derivative software or any other software program based upon the Software, except pursuant to authorized use of Software, if any, (iv) use the Software to provide services on a "service bureau" basis or (v) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party.

9. INSTALLATION OR ACCESS TO SOFTWARE

You shall install or access the Software on your own equipment at your own cost and expense. 2ic shall give you such reasonable remote assistance as you may reasonably require to satisfactorily install or access the Software. If, in the reasonable opinion of 2ic, the costs associated with assisting you install or access the Software are greater than 2ic could have reasonably contemplated, and are greater than the costs that would normally be associated with similar installation or access, 2ic may make an Additional Charge. In the event that a representative of 2ic assists in your order, installation of or access to the Software, they do so on your behalf and as your agent, rather than in their capacity as a representative of 2ic.

10. TRIAL

The rights granted under this Licence may be limited to a period of time or to a number of entries after you first install or access the Software, unless you supply information required to activate your licensed copy in the manner described during the setup of the Software. There are technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that 2ic may use those measures and you agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your computer hardware, alter the Software, or install the Software on another computer. Product activation may be based on the exchange of information between your computer and 2ic.

11. THIRD PARTY SOFTWARE AND IP

The Software may incorporate or access third party software and use or reference third party intellectual property rights. Such third parties may require you to accept notices, subscribe to a service or agree to additional terms and conditions before utilizing such software or intellectual property rights. By accepting this Licence and using the Software, you are also acknowledging such notices and accepting the additional terms and conditions imposed by such third parties. You agree with 2ic to operate the Software in strict conformity with these additional notices, and the terms and conditions of use of such services and intellectual property rights. You agree not to use any functionality within the Software that incorporates third party software or intellectual property rights to which you do not have the right to use or access. You will indemnify 2ic in respect of any misuse or unauthorised use of such third party software or other intellectual property rights.

12. UPDATES AND NEW RELEASES

2ic may update or provide new releases of the Software at any time in its discretion and is under no obligation to notify you of or provide you with such updates or new releases. In the event that 2ic updates or provides new releases of the Software, you acknowledge and accept that:

- (a) you may no longer have access to the previous version of the Software;
- (b) you are solely responsible for the installation (if required) of the update or new release; and

2ic Pallets Standard Site Licence Agreement

- (c) where you have installed the Software, you must possess a valid full Licence to an earlier version of the Software used to upgrade to an update or new release in order to install and/or use that update or new release.

13. LIMITED SUPPORT

Subject to clauses 14 and 15, 2ic shall not be obliged to support the Software, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise. 2ic may levy Additional Charges in respect of support not provided for under this Licence.

14. STANDARD SUPPORT

- (a) If 2ic agrees to provide "**Standard Support**" then, subject to the other provisions of this Licence, the following "**Support Services**" will be provided to you by 2ic during the Term:
 - (i) Telephone and email support for problem reporting, verification and assistance with information relating to the Software not otherwise available in the Documentation and not previously made known to you, subject to the person reporting the problem having, if appropriate prior to requesting assistance, consulted the Documentation and been unable to solve the problem by reference thereto;
 - (ii) The provision of updates of the Documentation for the Software together with any relevant release notes to take account of any changes or amendments to the Software;
 - (iii) The provision of a remote diagnostic service by means of Internet connection and related facilities provided at the Location, subject to you at your own cost arranging for the installation and maintenance of suitable remote access; and
 - (iv) The provision of updates to the Software (if any) which enhance its functionality and which 2ic makes generally available to licensees of the Software (if and when such development is completed by 2ic).
- (b) 2ic shall provide all of the Support Services and the total time spent on these matters shall not exceed in aggregate 4 hours during each Term, (or such other time as may be separately agreed between 2ic and you in writing from time to time).
- (c) 2ic will use commercially reasonable efforts to respond to a request for assistance under this Licence where such assistance constitutes a part of the Support Services as soon as reasonably practicable after receipt of the request for assistance by way of 2ic designated "Contact Points".
- (d) Upon receipt of a request for assistance under this Licence, 2ic may rectify the Nonconformity in such manner as it considers appropriate including, if necessary, the provision of a work-around solution until the next release or revision is available.
- (e) You shall provide 2ic with access to and use of all relevant information and facilities deemed necessary by 2ic to enable it to provide the Support Services and follow routine operator procedures as specified in the Documentation.
- (f) Where you have the Software installed on a computer, you shall:
 - (i) Ensure that the Software is maintained at the current release or the then immediately preceding release and version level, except in any case where, with the written agreement of 2ic, this is not done in order to avoid any problems which might be caused in the Software;
 - (ii) Follow routine operator procedures as specified in the user and operator manuals for other supporting software supplied by third parties or as specified by 2ic from time to time;
 - (iii) Make available an Internet connection to your computer facilities on which the Software is run; and
 - (iv) Bear your own costs associated with installing any updates or corrections to the Software.

2ic Pallets Standard Site Licence Agreement

- (g) 2ic may, at its option, cease providing Support Services (or any part thereof) for the Software if:
 - (i) Any part of the Software is altered, modified or corrected (or an attempt is made to do so) or affected by any modification, change or alteration, including customisations, but excluding any corrections of Nonconformities and any addition to, change in or modification of the most current release of a Software which 2ic makes generally available to licensees of the Software; or
 - (ii) You refuse to permit or fail to implement any alteration, modification, amendment or enhancement which 2ic provides as part of Support Services; or
 - (iii) This Licence is terminated.
- (h) Where the Support Services are terminated pursuant to this Licence, you shall not be entitled to any refund of any part of any licence or maintenance fees previously paid.
- (i) Subject to clause 14(h), 2ic may modify, amend or terminate the Support Services by no less than 90 days' prior written notice to you and in such case of termination, 2ic shall refund to you a pro-rata portion of any fee previously paid taking into account the unexpired service period for which the fee was paid.

15. ADDITIONAL SUPPORT AND MAINTENANCE

The provision by 2ic of any non-Support Services to you should be subject to separate written agreements. If 2ic furnishes such additional services at your request without a separate written agreement, such additional services shall be provided at 2ic's then current rates on an "as is" basis without any express or implied warranty, and you agree to pay all related taxes and out-of-pocket expenses incurred by 2ic's personnel providing such services.

16. REMOTE ACCESS

You agree to grant 2ic remote access to your system for the purposes of training and support. 2ic reserves the right to make an Additional Charge for support if remote control access is not granted, or if you require use of remote control software which is not the software used by 2ic at that time.

17. OWNERSHIP AND MODIFICATIONS

You acknowledge that there is no transfer of title or ownership to you of the Software or any modifications, updates or new releases of the Software.

Where you have the Software installed on a computer; you shall not modify or alter the Software or merge all or any part of the Software with any other software without 2ic's written permission. If the Software is modified or altered by 2ic, or by you with the permission of 2ic, the Software as modified or altered remains the property of 2ic in all respects. This Licence shall apply to the Software as modified or altered.

18. SECURITY

You shall be solely responsible for the use, supervision, management and control of the Software. You shall ensure that the Software is protected at all time from misuse, damage, destruction or any form of unauthorised use. You shall keep accurate records of use of the Software and, where you have the Software installed on a computer, of any copying, modification and disclosure of the Software. You shall permit 2ic to inspect such records at any time during your normal business hours. At 2ic's request, you shall furnish to 2ic a copy of all or any part of such records. In the event that such inspection reveals any use of the Software by you other than in full compliance with the terms of this Licence, you shall reimburse 2ic for all reasonable expenses related to such inspection, in addition to any other liabilities you may incur as a result of such non-compliance.

19. INTERNET DISCLAIMER

Where you have the Software installed on a computer, you may be required to access or use the Internet in connection with the use of the Software. Where you access the Software via the Internet, you are required to access or use the Internet in order to access the Software. You understand and

2ic Pallets Standard Site Licence Agreement

agree that the Internet is an unregulated, public network over which 2ic exerts no control. Except to the extent provided for by Clause 20, 2ic makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over or obtained using the Internet, or any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through your use of the Internet.

2ic is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet, including injury or damage to User's or to any other person's computer, or other hardware or software, related to or resulting from using or downloading materials in connection with the Internet and/or in connection with the Software.

You are solely responsible for implementing adequate firewall, password and other security measures to protect your systems, data and applications from unwanted intrusion, whether over the Internet or by other means.

20. SERVICE LEVEL GUARANTEE

- (a) Where you access that Software via the Internet, 2ic provides a guarantee that it will achieve and maintain the Service Level for the Software. If the Service Level is not achieved, you may be eligible for a credit towards your Licence Renewal Fee or Online Access Fee.
- (b) The Service Level is subject to change after the Initial Term at 2ic's absolute discretion.
- (c) If the Monthly Uptime in any calendar month is less than 99.9%, you may be eligible for the following Service Credits (calculated as a percentage of the Monthly Fee):

Monthly Uptime	Service Credit
Less than 99.9%	25%
Less than 99%	50%
Less than 95%	100%

- (d) In order to claim Service Credits, you must submit a claim (a **Credit Claim**) to 2ic including the following:
 - (i) Details of the Incident;
 - (ii) The duration of the Downtime experienced during the Incident;
 - (iii) Details of your attempts to resolve the Incident;
 - (iv) Any other information which is reasonable to provide in the circumstances;
- (e) A Credit Claim must be submitted within one week of the end of the calendar month in which the Incident occurred.
- (f) 2ic will use reasonable commercial endeavours to review the information provided within 45 days of receiving a Credit Claim and make a good faith evaluation of whether a Service Credit is owed.
- (g) If 2ic determines that a Service Credit is owed, this will be applied against the next License Renewal Fee and/or Online Access Fee to fall due and payable following such determination.
- (h) The Service Level Guarantee set out in this clause 20 does not apply to any time during which you are unable to use the Software which:
 - (i) Occurs due to factors outside 2ic's control;

2ic Pallets Standard Site Licence Agreement

- (ii) Results from your or third party hardware or software;
 - (iii) Is caused by your use of the Software after 2ic advised you to modify your use of Software, if you did not modify your use as advised;
 - (iv) Occurs during pre-release, beta and trial version of the Software (as determined by 2ic);
 - (v) Results from your unauthorized action or inaction or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment; or
 - (vi) Results from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
- (i) Service Credits are your sole and exclusive remedy for any performance or availability issues for the Software. You may not unilaterally offset your License Renewal Fee for any performance or availability issues.

21. DATA CONTENT AND RELATED DISCLAIMER

You acknowledge that, when you access the Software via the Internet:

- (a) All Data is stored by 2ic on the Server at its discretion. 2ic may place limits on the extent of the Data stored on the Server, and may require you to extract, reduce and/or backup some or all of the Data from time to time. 2ic may impose an Additional Charge in respect of the continued storage of the Data by notice from time to time.
- (b) You are responsible for the correct and accurate entry, access and extraction of all Data entered into the Software. The Server and the Software may be temporarily unavailable from time to time for maintenance or other reasons. Subject to Clause 20, 2ic assumes no responsibility and is not liable in any way for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Server, the Software or the Data.
- (c) Under no circumstances will 2ic be responsible for any loss or damage, including any loss or damage to any Data, resulting from anyone's use of the Software, or access (or inability to access) the Server or the Data.

22. PROMOTION AND PUBLICITY

- (a) You agree that 2ic may include a reference to you in promotional and publicity material used by 2ic for the purposes of promoting the Software to third parties.
- (b) You can deny this right by notification to 2ic, stating that you wish to be excluded from promotional material. Confirmation of this request by 2ic must be received prior to purchasing the Software for this exclusion to be effective.
- (c) If you are already included in Software promotional material, you can at any point in time submit a request to have 2ic remove your name from future promotional materials. Upon receipt of such request, 2ic will remove any reference to you from future promotional material. No attempt will be made to retract or pull materials already in production or publication prior to receipt of your request.

23. TERMINATION

In the event that you fail to comply with this Licence, 2ic may terminate this Licence and deny your access to the Software and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Licence surviving any such termination). On termination of this Licence 2ic may make an Additional Charge for providing you with a copy of the Data on the Server at the time of termination.

2ic Pallets Standard Site Licence Agreement

24. TAXES

Unless otherwise agreed in writing, all amounts are exclusive of all taxes, duties and charges imposed or levied in Australia or in any other jurisdiction in connection with the supply and installation of the Software. You agree to pay or reimburse to 2ic for all federal, state, dominion, provincial, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Licence or the transactions contemplated by this Licence (other than taxes on the net income of 2ic). You shall not withhold any taxes from any payment to be made by you to 2ic in respect of the Software of this Licence.

25. GENERAL PROVISIONS

- (a) This Licence constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- (b) The benefit of this Licence shall not be assigned by the Licensee without 2ic's written consent, which may be withheld by 2ic at its sole discretion. 2ic may assign or novate this Licence at its sole discretion.
- (c) No right under this Licence shall be deemed to be waived except by notice in writing signed by each Party. A waiver made by 2ic will not prejudice its rights in respect of any subsequent breach of the Agreement by the Licensee. Any failure by 2ic to enforce any clause of this Licence, or any forbearance, delay or indulgence granted by 2ic to the Licensee, will not be construed as a waiver of 2ic's rights under this Licence.
- (d) The provisions under this Licence, shall not be varied, except by agreement in writing signed by the Parties.
- (e) Any express statement of a right of 2ic under this Licence is without prejudice to any other right of 2ic expressly stated in this Licence or existing at law.
- (f) Subject to any provision to the contrary, this Licence shall ensure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers but shall not enure to the benefit of any other persons. The covenants, conditions and provisions of this Licence that are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.
- (g) If any provision of this Licence is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
- (h) This Licence will be governed by and construed according to the law of South Australia.

26. DEFINITIONS

In this Licence, unless the contrary intention appears:

- (a) "Additional Charge" means a charge in accordance with 2ic's standard rates in effect from time to time in respect of the matter the subject of the Additional Charge.
- (b) "Additional Licence" means one or more further licences to use the Software in respect of a Data File or Location.
- (c) "Authorised Persons" means you, your employees and your contractors who work for you under a contract for personal services.
- (d) "Data" means all information entered into Software by the Users.
- (e) "Data File" means a distinct data file maintained to record data associated with a single company, whether or not maintained by the same person (or on behalf of another person) or associated with multiple Locations.

2ic Pallets Standard Site Licence Agreement

- (f) "Documentation" means written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the Software and designated as the Documentation to such Software by 2ic.
- (g) "Downtime" means the total minutes in a month during which you are unable to use the Software via the Internet in respect of a single Licence (regardless of the number of computers from which the Software is accessed), excluding:
- (i) Scheduled Downtime;
 - (ii) Unavailability of access to the Software due to the limitations described in Clause ~~20(h)~~~~20(g)~~.
- (h) "Incident" means:
- (i) A single event; or
 - (ii) Any set of events;
- that results in Downtime.
- (i) "Initial Term" means the period of 365 days from the earlier of the commencement of the Licence or the payment of the Licence Fee, (or such other period as may be notified by 2ic to you in writing).
- (j) "Licence" means this licence for the licensing, access and use of the Software.
- (k) "Licence Fee" means the licence fee payable by you to 2ic in respect of the grant of the Licence, as notified to you by 2ic.
- (l) "Licence Renewal Fee" means the renewal fee payable by you to 2ic on the renewal of the Licence for the continued use of the Software, as notified to you by 2ic.
- (m) "Location" is a single designated physical place of business, as notified by you to 2ic at the commencement of the Licence. Unless otherwise agreed with 2ic in writing, the Location is limited to a single building or warehouse. 2ic has the sole discretion to determine the area of operations which constitutes a single "Location".
- (n) "Minutes in Month" means the total number of minutes in the relevant calendar month.
- (o) "Monthly Fee" means:
- (i) the Licence Renewal Fee that is payable by you in respect a single calendar month regardless of the frequency with which you actually pay your Licence Renewal Fee – for example, if your Licence Renewal Fee relates to a period of one year, the Monthly Fee will be your Licence Renewal Fee divided by 12; plus
 - (ii) the Online Access Fee (where relevant).
- (p) "Monthly Uptime" means the percentage of time in a calendar month in which the Software is available and is calculated as follows:
- $$\frac{\text{Minutes in Month} - \text{Downtime}}{\text{Minutes in Month}} \times 100$$
- (q) "Nonconformity" means a failure of the Software to operate substantially in accordance with the Software's designated Documentation.
- (r) "Online Access Fee" means the monthly user access fee which may be charged for accessing the Software via the Internet.

2ic Pallets Standard Site Licence Agreement

- (s) "Scheduled Downtime" means such times as 2ic may publish or notify to you as being periods during which the Software will not be accessible for network or hardware maintenance or for the installation of an upgrade or new release for the Software provided that such times have been published or notified at least 24 (twenty four) hours prior to access being unavailable.
- (t) "Server" means any and all servers on which the Software and Data are stored which may be owned by 2ic or any third party, as determined in 2ic's absolute discretion.
- (u) "Service Credit" is the percentage of the Monthly Fee credit to you following an approval of your claim by 2ic.
- (v) "Service Level" means a Monthly Uptime of 99.9%.
- (w) "Software" means the software program and associated systems known as "2ic Pallets" (together with associated third party software programs), in each case, supplied or made available by 2ic, and corresponding documentation, associated media, printed materials, and online or electronic documentation. Any updates to such Software which you are entitled to access and that has been provided or made available to you by 2ic shall also mean Software for purposes of this Licence.
- (x) "Term" means the Initial Term and any Subsequent Term.
- (y) "User" means an individual Authorised Persons who independently accesses and uses the Software.

- END OF LICENCE TERMS -