

SOFTWARE AS A SERVICE AGREEMENT

IMPORTANT-READ THIS SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE CONTINUING REGISTRATION.

BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH COMPLETING THE ACCOUNT CREATION FORM THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICES.

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered software as a service from TX Management Systems Pty Ltd (t/a SkillsTX) ABN 55 608536 456 ("SkillsTX") or an authorised distributor by executing the Account Creation that accompanies and incorporates this SkillsTX software as a service agreement (collectively, the "agreement"). Software as a service consists of system administration, system management, and system monitoring activities that SkillsTX performs for SkillsTX programs, and includes the right to use the SkillsTX programs, support services for such SkillsTX programs, as well as any other services provided by SkillsTX, as defined in the Account Creation (collectively, the "services"). The term "program documentation" refers to the program user manual as well as any other materials provided by SkillsTX as part of the services. The term "SkillsTX programs" refers to the software products owned or distributed by SkillsTX to which SkillsTX grants you access as part of the services, including program documentation, and any program updates provided as part of the services. The term "users" shall mean those individuals authorised by you or on your behalf to use the services, as defined in Account Creation. The term "your data" refers to the data provided by you that resides in your business environment. The term "Account Creation" refers to the Account Creation signed by the parties that accompanies and incorporates this software as a service agreement, including the services policies and any other document referenced or incorporated into the ordering document.

B. Applicability of Agreement

This software as a service agreement is valid for the Account Creation which this agreement accompanies.

C. Rights Granted

Upon SkillsTX's acceptance of your order and for the duration of the services term defined in the ordering document, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the agreement. You may allow your users to use the services for this purpose and you are responsible for your users' compliance with the agreement. The services are provided as described in, and subject to, the services policies referenced in the ordering document.

You acknowledge that SkillsTX has no delivery obligation and will not ship copies of the SkillsTX programs to you as part of the services. You agree that you do not acquire under the agreement any licence to use the SkillsTX programs specified in the Account Creation in excess of the scope and/or duration of the services. Upon the end of the agreement or the services thereunder, your right to access or use the SkillsTX programs specified in the Account Creation and the services shall terminate.

D. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your data. SkillsTX or its licensors retain all ownership and intellectual property rights to the services and SkillsTX programs. SkillsTX retains all ownership and intellectual property rights to anything developed and delivered under the agreement.

Third party technology that may be appropriate or necessary for use with some SkillsTX programs is specified in the architecture documentation as applicable. Your right to use such third party technology is governed by the terms of the third party technology licence agreement specified by SkillsTX and not under the agreement.

You may not:

- remove or modify any program markings or any notice of SkillsTX's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program licence or materials from the services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to SkillsTX;
- disclose results of any services or program benchmark tests without SkillsTX's prior written consent; nor
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, SkillsTX programs or materials available, to any third party other than as expressly permitted under the terms of the agreement.

The rights granted to you under the agreement are also conditioned on the following:

- the rights of any user licensed to use the services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such licence is reassigned in its entirety to another authorised user, in which case the prior authorised user shall no longer have any right to access or use the licence);
- except as expressly provided herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorised third parties from accessing the services.

E. Warranties, Disclaimers and Exclusive Remedies

SkillsTX warrants that the services will perform in all material respects in accordance with the services policies referenced in Account Creation. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to SkillsTX as specified in the Account Creation no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

SKILLSTX DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SKILLSTX WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT SKILLSTX DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SKILLSTX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, SKILLSTX WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO SKILLSTX, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND SKILLSTX'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Use of the Services

If specified in Account Creation, you may order certain services for trial, nonproduction purposes subject to the terms and conditions of the agreement. Services acquired for trial purposes are provided "as is" and SkillsTX does not offer any warranties for such services.

G. Indemnification

If a third party makes a claim against either you or SkillsTX ("Recipient" which may refer to you or SkillsTX depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either you or SkillsTX ("Provider" which may refer to you or SkillsTX depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defence and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a licence to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the licence for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects SkillsTX's ability to meet its obligations under the relevant order, then SkillsTX may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). SkillsTX will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by SkillsTX. SkillsTX will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. SkillsTX will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Support Services

Support services provided under the agreement are specified in the service definition referenced in Account Creation.

I. End of Agreement

Services provided under this software as a service agreement shall be provided for the period defined in Account Creation unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the "services term." At the end of the services term, all rights to access or use the services, including the SkillsTX programs listed in the ordering document, shall end.

If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable Account Creation under which the breach occurred. If SkillsTX ends the Account Creation as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If SkillsTX ends the services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use

the services ordered. You further agree that if you have used an SkillsTX Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the services that are subject to such contract.

In addition, SkillsTX may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay SkillsTX as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision within sections C, D, N or R of this agreement. SkillsTX may terminate the services hereunder if any of the foregoing is not cured within 30 days after SkillsTX's initial notice thereof. Any suspension by SkillsTX of the services under this paragraph shall not excuse you from your obligation to make payment(s) under the agreement. At your request, and for a period of up to 60 days after the termination of the applicable ordering document, SkillsTX may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment. You agree and acknowledge that SkillsTX has no obligation to retain your data and that your data may be irretrievably deleted after 60 days following the termination of the ordering document. Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

You agree to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancellable and the sums paid non-refundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that SkillsTX must pay based on the services you ordered, except for taxes based on SkillsTX's income. You will reimburse SkillsTX for reasonable expenses related to providing any on-site portion of the services. Fees for services listed in Account Creation are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve SkillsTX of its obligation to deliver services that you have ordered under the terms of the agreement.

K. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure. A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorised disclosure in a manner no less protective than under the agreement. SkillsTX will protect the confidentiality of your data residing in the services environment in accordance with the SkillsTX security practices specified in the services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

L. Entire Agreement

You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy)), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any SkillsTX ordering document, shall supersede the terms in any purchase order or other non-SkillsTX document and no terms included in any such purchase order or other non-SkillsTX document shall apply to the services

ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the SkillsTX Store by authorised representatives of you and of SkillsTX.

M. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. SKILLSTX'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO SKILLSTX FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST SKILLSTX SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Export

Export laws and regulations of certain countries may apply to the services. You agree that such export control laws govern your use of the services (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. General

1. SkillsTX is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. You shall obtain at your sole expense any rights and consents from third parties necessary for SkillsTX and its subcontractors to perform the services under the agreement.
3. The agreement is governed by the substantive and procedural laws of New South Wales, Australia and you and SkillsTX hereby submit irrevocably to the jurisdiction of, and venue in, the courts in Sydney, Australia in any dispute arising out of or relating to the agreement.
4. If you have a dispute with SkillsTX or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: TX Management Systems Pty Ltd (t/a SkillsTX), 1/86 Shore St W, Ormiston QLD 4160. SkillsTX may give notice applicable to SkillsTX's software as a service customer base by means of a general notice on the SkillsTX portal for the services, and notices specific to you by electronic mail to your e-mail address on record in SkillsTX's account information or by written communication sent by first class mail or pre-paid post to your address on record in SkillsTX's account information.
5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables.
6. Except for actions for non-payment or breach of SkillsTX's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.
7. SkillsTX may audit your use of the services. You agree to cooperate with SkillsTX's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the services in excess of your rights. If you do not pay, SkillsTX can end your services and/or the agreement. You agree that SkillsTX shall not be responsible for any of your costs incurred in cooperating with the audit.
8. You understand that SkillsTX's business partners, including any third party firms retained by you to provide computer consulting services, are independent of SkillsTX and are not SkillsTX's agents. SkillsTX is not liable for nor bound by any acts of any such business partner, unless the business

partner is providing services as an SkillsTX subcontractor on an engagement ordered under this software as a service agreement.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other licence); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

Q. Your Data

In performing the services, SkillsTX will comply with the *SkillsTX Services Privacy Policy*, which is available at

https://skillstx.com/wp-content/uploads/2018/08/STX_PrivacyPolicy_v4.pdf. The *SkillsTX Services Privacy Policy* is subject to change at SkillsTX's discretion; however, SkillsTX policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the services have been paid.

SkillsTX reserves the right to provide the services from locations, and/or through use of subcontractors, worldwide.

You agree to provide any notices and obtain any consents related to your use of the services and SkillsTX's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

SKILLSTX WILL NOT GATHER ANY IDENTIFIABLE DATA FROM USERS THROUGH THEIR USE OF THE PLATFORM THAT COULD BE USED IN MARKETING CAMPAIGNS BY SKILLSTX OR ANY OTHER 3RD PARTY, OR USE ANY DATA CAPTURED VIA USERS USE OF THE PLATFORM TO CONTACT USERS FOR ANY PURPOSE OTHER THAN THAT NECESSARY TO ENABLE THE REASONABLE USE OF THE PLATFORM.

R. Restrictions on Use of the Services

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations.

In addition to any other rights afforded to SkillsTX under the agreement, SkillsTX reserves the right to remove or disable access to any material that violates the foregoing restrictions. SkillsTX shall have no liability to you in the event that SkillsTX takes such action.

You agree to defend and indemnify SkillsTX against any claim arising out of a violation of your obligations under this section.

S. Services Tools

SkillsTX may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve your SkillsTX service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing SkillsTX's product and service portfolio and for licence management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement. If SkillsTX provides you with access to or use of any tools in connection with the services, your right to use such tools is governed by the licence terms that SkillsTX specifies for such tools; however, if SkillsTX does not specify licence terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of the agreement. Any such tools are provided by SkillsTX on an "as is" basis and SkillsTX does not provide technical support or offer any warranties for such tools. Your right to use such tools will

terminate upon the earlier of SkillsTX's notice (which may be through posting on <https://my.skillstx.com> or such other URL designated by SkillsTX), the end of the services term, or the date that the licence to use such tools ends under the licence terms specified for such tools.

T. Statistical Information

SkillsTX may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your confidential information or include your company's name. SkillsTX retains all intellectual property rights in such information.

U. Third Party Web Sites, Content, Products and Services

The services may enable you to add links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. SkillsTX is not responsible for any third party Web sites or third party content provided on or through the services and you bear all risks associated with the access and use of such Web sites and third party content, products and services.

V. Customer Reference

You agree (i) that SkillsTX may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by SkillsTX on SkillsTX.com for promotional purposes.