

Edge Connect Software License Agreement

The License is made between Light Media Pty Ltd (ABN: 27 153 692 543) located at 14 Toorak Road, South Yarra VIC 3141 Australia (the exclusive distributor of the Software) and the Customer.

Software and System shall mean the Edge Connect software as a service and all its executable object code of software, programs, patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software program necessary for the proper function of Edge Connect as delivered by the Light Media.

Edge Connect is a customer management software with newsletter sending and proposal creating ability.

By using Edge Connect or signing up for an account, The Customer agrees to these terms. This is a legal agreement.

1 LICENSE GRANT

- 1.1 Light Media hereby grants to Customer a worldwide, non-exclusive, non-transferable license to the Software for Customer's use in connection with the establishment for an agreed fee.
- 1.2 Plataforma Digital Pty Ltd is the legal owner of the Edge Connect software and it shall at all times own all intellectual property rights in the software. Light Media is the exclusive distributor of the software worldwide.

2 TERMS

- 2.1 The Term begins when you sign up or when the software is provision and access given to the Customer, and continues as long as you use the Service. If you sign up for Edge Connect on behalf of a company or other entity, you represent and warrant that you have the authority to accept these License Agreement Terms on their behalf.

3 COPIES AND USE

- 3.1 The Customer must not make copies of the software for any purposes. All copies and distribution of the software shall remain within the direct control of Customer and its representatives.
- 3.2 In no way does this Software License confer any right in Customer to license, sublicense, sell, distribute or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Customer's business.

4 RIGHTS

- 4.1 Proprietary Rights Owned by Light Media:
 - 4.1.1 The Customer must respect Light Media's proprietary rights (proprietary rights may include patents, trademarks, service marks, trade secrets, and copyrights). You may only use Light Media's brand assets by request.

- 4.2 Proprietary Rights Owned by the Customer:
- 4.2.1 The Customer represents and warrants that it either owns or have permission to use all of the material and data uploaded or emailed via the software. The Customer retain ownership of the materials that is uploaded to the software.
 - 4.2.2 The Customer may supply to Light Media or allow Light Media to use certain proprietary information, including service marks, logos, graphics, customer lists, documents and business information and plans that have been authored or pre-owned by the Customer. All such intellectual property shall remain the exclusive property of the Customer and shall not be used by Light Media for any purposes other than those associated with delivery and operation of the system, unless otherwise agreed in writing.
- 4.3 It is the customer's responsibility to generate and maintain backup files of its own data outside the software. Light Media is expressly not liable for any data loss or interruption of service.

5 WARRANTIES AND REPRESENTATIONS

- 5.1 Light Media represents and warrants to Customer that:
- 5.1.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer;
 - 5.1.2 the services provided by Light Media under this Software License, including the software and all intellectual property provided hereunder, are original to Light Media or its subcontractors or partners; and
 - 5.1.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.
- 5.2 No warranty of any type or nature is provided for the source code version of the software which is delivered as is.
- 5.3 Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.

6 INDEMNIFICATION

- 6.1 Light Media hereby indemnifies and shall hold harmless the Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by Light Media infringes or otherwise violates any rights of any such third party.
- 6.2 Customer hereby indemnifies and shall defend and hold harmless Light Media, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

7 **TRANSFER AND TERMINATION**

- 7.1 This license agreement automatically end if the customer fails to pay the agreed fees. The software will be suspended until payment is made. After 30 days of its suspension the software is decommissioned and all data will be lost.
- 7.2 Light Media may terminate this license at any time, effective immediately upon notice for failure to comply with any of terms set forth in this Software License. Moreover, Light Media may terminate this license agreement at any time by giving 30 days' notice to the Customer. Light Media will then provide a final backup of the Customer's data before cancelling the license and service.
- 7.3 Upon termination, shall the Customer retain any copies of the software, the Customer is obligated to immediately destroy the software, including all copies.