

End User Licence Agreement

Agreed terms

1 Agreement

Your relationship with us

- 1.1 This Agreement sets out the terms on which Eltirus Enable APAC Pty Ltd ACN 681 300 961 (**Eltirus Enable/we/us**) allow you to access and use the Software. For the purposes of this Agreement, “you” and “your” means you as the customer specified in the Order.
- 1.2 By accepting an Order, or accessing and using the Software, you agree to comply with, and to be bound by, this Agreement.
- 1.3 If you do not agree to this Agreement, you must not access or use the Software.

Entire agreement

- 1.4 To the extent permitted by law, no other terms are implied by trade, custom, practice, or course of dealing.
- 1.5 This Agreement contains the entire agreement between you and us in relation to its subject matter.

2 Orders, fees, and invoicing

- 2.1 You may request the Software by submitting an enquiry on the Eltirus Enable website, or contacting us directly, including by advising as to your name, position, company name, ACN, postal address, email address, phone number, requested number of Authorised Users, requested number of Sites, and Subscription Period.
- 2.2 We will scope your requirements and generate and send you an estimate or quote, by email, which will include the following details:
 - (a) your Subscription Period;
 - (b) applicable Fees;
 - (c) the number of Authorised Users;
 - (d) the number of Sites for which you may use the Software; and
 - (e) any other relevant details, terms or conditions, (Order).
- 2.3 The terms of the Order are incorporated into, and form part of, this Agreement.
- 2.4 If you wish to accept the Order, you will need to respond by return email, indicating your acceptance.
- 2.5 We will issue an invoice to you for the Fees within 30 days after the end of each month during the Term.
- 2.6 You must pay an invoice issued under clause 2.5 within 30 days after the date of issue of the invoice.
- 2.7 If you fail to pay the Fees by the due date, we may suspend your access and the access of your Authorised Users and End Users to the Software until the outstanding Fees are paid, without limiting any of our other rights and remedies.
- 2.8 All Fees are non-refundable unless otherwise expressly set out in this Agreement.

3 Registration

- 3.1 Registration of a User Account requires you to provide us with your name, contact details and any other information reasonably requested in the relevant registration form.
- 3.2 Addition of an Authorised User requires you to enter the name and contact details of that Authorised User. You must ensure that you have the appropriate consents and authorisation to disclose an Authorised User's Personal Information.
- 3.3 You are responsible for all acts and omissions of your Authorised Users as if they were your own, and must ensure that all Authorised Users comply with this Agreement.
- 3.4 If you register on behalf of a company, you represent and warrant that you are authorised to bind the company to this Agreement.

4 Licence

- 4.1 From the date you accept the Order, and subject to your payment of the Fees, we grant you and your Authorised Users a non-exclusive, non-transferable licence in the Territory for the Term to:
 - (a) access and use the Software, for the number of Authorised Users, and for the authorised number of Sites and in respect of those authorised Sites only, in accordance with this Agreement; and
 - (b) access and use any other function of the Software which we make available to you from time to time.
- 4.2 For clarity, the licence granted under clause 4.1 does not allow you to sublicense the Software to third parties.
- 4.3 We reserve the right to delete your User Account at any time for any reason.
- 4.4 You must not transfer your User Account to any other person without our written permission.

5 Your use of the Software

Acknowledgment

- 5.1 You acknowledge and agree that:
 - (a) an internet connection is required to access the Software and that charges may apply;
 - (b) the Software requires certain third party software and hardware recommended by us from time to time to function;
 - (c) to the extent any such third party software is required in order for the Software to operate as intended, you will provide us with access to such software;
 - (d) performance of the Software may be affected if you do not make use of such third party software and hardware with the Software in the manner recommended by us;
 - (e) we are not obliged to provide any upgrades or updates to the Software; however, we may do so, in our discretion;
 - (f) you must use the latest version of the Software;
 - (g) you are responsible for controlling the information that is made available by way of the Software;
 - (h) you are responsible for your username and password (including unauthorised use of them);
 - (i) we do not endorse or make any other representation about any use of the Software;

- (j) while we undertake reasonable back ups of the Software in accordance with our reasonable business processes, we do not provide back up services. It is your responsibility to ensure that you have appropriate procedures in place to back up all data uploaded to the Software;
- (k) we make reasonable efforts to maintain the security and confidentiality of the Software but we cannot ensure or guarantee its safety. For example, hacking, vandalism, hardware or software failure may affect the security and confidentiality of the Software, and we take no responsibility for such events where we have neither caused nor significantly contributed to their occurrence; and
- (l) you have exercised your own judgement as to the suitability of the Software for your purposes, and that you use the Software at your sole risk.

5.2 If you become aware of unauthorised use of your username and password (or other security breach), then you agree to inform us immediately.

5.3 Subject to clause 12.6, you agree that:

- (a) the Software may contain errors and may not be available from time to time; and
- (b) Eltirus Enable excludes any warranty or representation not expressly set out in this Agreement, and specifically makes no representation and gives no warranty that use of the Software will:
 - (i) not infringe the Intellectual Property Rights or other rights of any third party; and
 - (ii) be free from defects, fit for any particular purpose or function in any specified manner.

Your conduct

5.4 You must not use the Software in any jurisdiction where it is unlawful for you to do so.

5.5 You must:

- (a) follow our reasonable directions in connection with the access to and use of the Software;
- (b) use the Software in accordance with all applicable laws, including the Privacy Laws; and
- (c) only use the Software in accordance with this Agreement.

5.6 You must not use the Software:

- (a) to engage in unlawful or fraudulent behaviour;
- (b) to defame, menace or harass any third party;
- (c) to circumvent any security measures;
- (d) to distribute, view or create any material that:
 - (i) is or may be defamatory, offensive, obscene, illegal or unlawful; or
 - (ii) infringes any third party's Intellectual Property Rights;
- (e) through act or omission, to mislead or deceive others; or
- (f) in any other manner that we consider to be unacceptable.

5.7 If we make available to you any feature or functionality that allows you to store, distribute, provide, or otherwise transmit information, data or material through the Software, you must not use such features or functionality for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content that:

- (a) infringes the Intellectual Property Rights of any third party;

- (b) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (c) promotes unlawful violence;
- (d) depicts sexually explicit images; or
- (e) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability.

5.8 We reserve the right to remove from the Software any of your information, data or material that we consider to be inappropriate or otherwise in breach of clause 5.6 or 5.7.

End Users

5.9 You are responsible for understanding the settings and controls for the Software and for controlling who you allow to become an End User.

5.10 You are responsible for ensuring that all End Users agree to comply with the terms of this Agreement.

Suspension

5.11 Without limiting any other remedy, we may suspend your access to the Software if:

- (a) we reasonably believe you are in breach of this Agreement; or
- (b) a third party alleges that you have or have threatened to do any of the things described in clause 5.6 or 5.7.

Third party services

5.12 The Software may also contain links to other sites that we do not own or control (**third party sites**). We have no control over, and assume no responsibility for, any functionality or the content, privacy policies, or practices of any third party site. Your use of any third party sites is subject to the particular site's terms of use. You should review the terms of use of each third party site before using any third party site linked to the Software. By using the Software, you release Eltirus Enable from any and all liability arising from your use of any third party site accessed from the Software. You also understand that any information you communicate via a third party site may become publicly available and that Eltirus Enable is not responsible for the conduct of others who may view, collect and use this information.

No assignment

5.13 Eltirus Enable Material remains our property.

5.14 We own or are otherwise licensed, and do not assign to or create for your benefit, any Intellectual Property Rights (including future Intellectual Property Rights):

- (a) in the Software;
- (b) in Eltirus Enable Material; or
- (c) otherwise created by Eltirus Enable in the delivery of the Software.

Licence of Your Material

5.15 We obtain no ownership rights in respect of Your Material, however you grant to Eltirus Enable a non-exclusive, irrevocable, global licence to exercise the Intellectual Property Rights in Your Material even after termination of this Agreement, including to use, store and modify Your Material.

5.16 The licence granted under clause 5.15 includes the right to sublicense to third parties.

No use of Eltirus Enable's marks

5.17 You must not use the trade marks or logos of Eltirus Enable except with our prior written consent.

Infringement

- 5.18 You agree not to:
- (a) decompile, disassemble or reverse engineer the Software (or any part of it);
 - (b) infringe our Intellectual Property Rights, including any such rights in the Software;
 - (c) use the Software other than as expressly permitted under this Agreement;
 - (d) modify the Software; or
 - (e) merge all or any part of the Software with any other solution or app.

6 Additional services

- 6.1 We may provide additional services to you (e.g. implementation services in respect of the Software) on your request, but only if we accept such request, and then only on the terms set out in our acceptance of such request (e.g. including on the basis of a quote or time and materials basis).

7 Your warranties

- 7.1 You warrant that you will act in good faith in your dealings with other users of the Software.
- 7.2 By adding or uploading any Personal Information to the Software, or otherwise providing to us Your Material or Third Party Material, you warrant that, and it is a condition of this Agreement that:
- (a) you own or are the lawful licensee of the Intellectual Property Rights in Your Material; and
 - (b) you have all necessary consents, permissions, licences, regulatory approval or other authorities needed:
 - (i) to add or upload any Personal Information to the Software;
 - (ii) to provide to us Your Material or Third Party Material; and
 - (iii) for us to use Your Materials and any Third Party Material as set out in this Agreement,

and that our use of the Personal Information, Your Materials and any Third Party Material as set out in this Agreement and our Privacy Policy (available on the website <https://eltirus-enable.com/privacy-policy/>) will not infringe the Intellectual Property Rights, privacy rights, or other rights of any third party or cause us to be in breach of any applicable law.

- 7.3 You acknowledge that you are responsible for your use of material that is made available by the Software.

8 Term and termination

Term

- 8.1 Subject to clause 8.2, this Agreement commences when you accept the Order and continues for your Subscription Period, unless terminated earlier under this clause 8.
- 8.2 This Agreement will automatically renew for subsequent additional periods equal to your Subscription Period, unless either party provides the other party with at least 30 days' written notice to terminate this Agreement before commencement of your next renewed Subscription Period. Where a party provides such notice to terminate, this Agreement will terminate on expiry of your then-current Subscription Period.

Termination on notice of new terms

- 8.3 We may amend the terms of this Agreement from time to time. We will notify you of any material changes to these terms via the Software or by electronic communication.

- 8.4 The changes to the terms will take effect from the commencement of your next renewed Subscription Period, unless you provide us with written notice to terminate this Agreement before commencement of your next renewed Subscription Period. Where you provide such notice to terminate, this Agreement will terminate on expiry of your then-current Subscription Period. If you do not provide such notice to terminate, then you are taken to have accepted the changes.

Termination for breach

- 8.5 Either party may immediately terminate this Agreement if:
- (a) the other party commits a material breach of this Agreement and fails to remedy that breach within 30 days of receiving notice from the party requiring it to do so; or
 - (b) subject to applicable law, an Insolvency Event occurs in relation to the other party.

After termination

- 8.6 On termination of this Agreement:
- (a) the licence granted under clause 4.1 is immediately revoked;
 - (b) accrued rights or remedies of a party are not affected;
 - (c) we may immediately delete your User Account from the Software;
 - (d) we may delete or destroy Your Material; and
 - (e) you must give us any of our Confidential Information, the Eltirus Enable Material or any other of our property in your care, custody or control.
- 8.7 You must not use the Software following the termination of this Agreement.

Survival

- 8.8 Termination of this Agreement will not affect clauses 5.3, 5.15 to 5.18, 7, 8.6, 9, 10, 11, 12, 13 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

9 De-identified data

- 9.1 Despite any other clause in this Agreement, Eltirus Enable and its suppliers may use any data which is de-identified for any purpose.

10 Privacy

Use of Personal Information

- 10.1 We will collect and use your Personal Information and any Personal Information you upload or add to the Software in accordance with our Privacy Policy (available on the website <https://eltirus-enable.com/privacy-policy/>).

Treatment of Personal Information

- 10.2 You must obtain consent from, and make any necessary disclosures to, all relevant individuals before disclosing their Personal Information to us under this Agreement, and otherwise comply in all respects with your obligations under the Privacy Laws.
- 10.3 You must give all assistance we reasonably require and comply with all reasonable directions we give from time to time in relation to our compliance with the Privacy Laws, or any investigation, request or enquiry (formal or otherwise) from the Privacy Commissioner regarding the Personal Information disclosed to Eltirus Enable under this Agreement.
- 10.4 You must notify us immediately if you become aware of any breach of clause 10.

11 Confidentiality

Recipient must keep Confidential Information confidential

- 11.1 Each party must keep confidential all Confidential Information and must not use Confidential Information for the purpose other than fulfilling its obligations and exercising its rights under this Agreement.

Disclosure exceptions

- 11.2 The obligations in clause 11.1 do not apply:
- (a) to the extent necessary to enable a party to make any disclosure required by law;
 - (b) to the extent necessary to enable a party to perform its obligations under this Agreement;
 - (c) to any disclosure agreed in writing between the parties; or
 - (d) in respect of any portion of the Confidential Information which has entered the public domain other than as a result of a breach of this Agreement.

12 Limitation of liability

Limitation

- 12.1 Subject to clauses 12.3 and 12.5 and to the extent permitted by law, Eltirus Enable's liability for any loss or damage, however caused (whether in contract, statute, tort including by our negligence or otherwise), you suffer in connection with this Agreement is limited to the amount of the Fees paid by the customer to Eltirus Enable in the 12 month period prior to when the customer first suffered the relevant loss or damage in connection with the Agreement.
- 12.2 The limitation set out in clause 12.1 is an aggregate limit for all claims, whenever made.

Consequential Loss

- 12.3 Subject to clause 12.6, we are not liable for any Consequential Loss however caused (whether in contract, statute, tort including by our negligence or otherwise), suffered or incurred by you in connection with this Agreement.

Seriousness or nature

- 12.4 For clarity and without limiting clauses 12.1 and 12.3 the parties agree that clauses 12.1 and 12.3 are to apply in connection with a breach of this Agreement, anticipated breach of this Agreement and other conduct regardless of the seriousness or nature of that breach, anticipated breach or other conduct.

Australian consumer law

- 12.5 Except as contemplated by clause 12.6, nothing in this Agreement is intended to limit any of your rights under the *Competition and Consumer Act 2010* (Cth).
- 12.6 If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any goods or services we supply in connection with this Agreement and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 12.1 and 12.3 do not apply to that liability. Instead our liability for that failure is (at our election) limited to:
- (a) in the case of a supply of goods, us replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
 - (b) in the case of a supply of services, us supplying the services again or paying the cost of having the services supplied again.

Application to indemnities

- 12.7 For clarity and without limiting clause 13, the limitations and exclusions of liability in clause 13 apply to liability of us under any indemnity given by us under this Agreement.

13 Indemnities

- 13.1 You are liable for, and indemnify us from and against, all loss or damage (including legal costs) incurred or suffered by us however caused in connection with:
- (a) any breach of clauses 7.2, 10, or 11 of this Agreement by you;
 - (b) your use of the Software otherwise than in accordance with the terms of this Agreement;
 - (c) your infringement of our Intellectual Property Rights, including any such rights in the Software;
 - (d) your use of a version of the Software other than the latest version;
 - (e) any unlawful act, omission, fraud, wilful misconduct, or negligence by you.
- 13.2 The indemnity under clause 13.1:
- (a) applies to the extent that such loss or damage is attributable to you; and
 - (b) does not apply to the extent that such loss or damage is attributable to any act or omission of us.
- 13.3 Each indemnity in this Agreement is a continuing obligation notwithstanding:
- (a) any settlement of account; or
 - (b) the occurrence of any other thing.

14 Force majeure

- 14.1 Neither party will be liable for any delay or failure to perform its obligations under this Agreement if such delay is due to Force Majeure.
- 14.2 If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- 14.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, then either party may immediately terminate this Agreement on providing written notice to the other party.

15 Costs and taxes

Costs

- 15.1 Each party must bear its own costs for the preparation of this Agreement.

Stamp duty

- 15.2 You must pay all stamp duty (including penalties and interest) assessed or payable in connection with this Agreement.

Other taxes

- 15.3 Subject to clause 15, you must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in Australia or overseas in connection with the performance of this Agreement.

GST

- 15.4 Any terms capitalised in clause 15 and not already defined in clause 17 have the same meaning given to those terms in the GST Act.

- 15.5 Except under clauses 15.6 to 15.10, the consideration for a Supply made under or in connection with this Agreement does not include GST.
- 15.6 If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:
- (a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this Agreement for that Supply; and
 - (b) the Supplier must give the Recipient a Tax Invoice for the Supply.
- 15.7 For clarity, the GST payable under clause 15.6 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.
- 15.8 If either party has the right under this Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this Agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).
- 15.9 Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.
- 15.10 Where a Supply made under or in connection with this Agreement is a Progressive or Periodic Supply, clause 15.6 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

16 General

- 16.1 The laws of Queensland, Australia govern this Agreement.
- 16.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 16.3 You must not assign, in whole or in part, or novate your rights and obligations under this Agreement without the prior written consent of Eltirus Enable.
- 16.4 Eltirus Enable may assign its interest under this Agreement.
- 16.5 Unless expressly stated otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- 16.6 If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected.
- 16.7 Eltirus Enable may subcontract the performance of all or any part of Eltirus Enable's obligations under this Agreement.

17 Definitions and interpretation

Definitions

- 17.1 In these terms:

Agreement means the terms of this end user licence agreement and the terms of the Order.

Authorised User means an authorised user of a User Account which is registered to access the functionality described in clause 4.1, as approved by Eltirus Enable from time to time.

Confidential Information means information that is by its nature confidential and is designated by a party as confidential or a party knows or ought to know is confidential, other than information

which is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation.

Consequential Loss means:

- (a) loss of bargain;
- (b) loss of revenues;
- (c) loss of reputation;
- (d) indirect loss;
- (e) loss of profits;
- (f) consequential loss;
- (g) loss of actual or anticipated savings;
- (h) lost opportunities, including opportunities to enter into arrangements with third parties;
- (i) loss or damage in connection with claims against you by third parties; and
- (j) loss or corruption of data.

Eltirus Enable Material means any material provided by or to which access is given by Eltirus Enable to you for the purposes of this Agreement including data stored by any means and includes the Software.

End Users means each individual end user of the Software associated with you.

Fees means the fees payable for your use of the Software:

- (a) as determined by Eltirus Enable, comprising:
 - (i) establishment and training fees (which are incurred on a time and materials basis); and
 - (ii) monthly fees (which are based on the number of Authorised Users, and production, i.e. calculated based on the amount of material that is sold over the weighbridge or other weighing system, at the rate specified in the Order); and
- (b) otherwise as agreed in writing between the parties.

Force Majeure means any cause beyond the reasonable control of a party and which that party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost, including an act of God, pandemic, border closure, government ordered lock down, fire, earthquake, storm or flood, and the failure of third-party equipment, software, technology or other systems or services necessary for the performance of a party's obligations under this Agreement.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trademark, registered or unregistered design, trade secret, knowhow, trade or business or company name, or right of registration of those rights.

Insolvency Event means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

Material means material in whatever form, including documents, specifications, designs, plans, reports, products, equipment, information, data, concepts, inventions, processes, formulae, know-how, graphic layouts, images, and software.

Order has the meaning given in clause 2.2.

Personal Information has the meaning given to that term by the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time.

Privacy Laws means:

- (a) the Privacy Act;
- (b) the Australian Privacy Principles in schedule 1 Privacy Act; and
- (c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.

Progressive or Periodic Supply means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.

Site/s means the address/es of the quarryies, within the Territory, for which you may use the Software, as approved by Eltirus Enable from time to time.

Software means the software-as-a-service solution known as 'Eltirus Enable', made available by Eltirus Enable from time to time, to which this Agreement relates.

Subscription Period means the subscription period for the Software, being 12 months.

Supplier means the entity making the Supply.

Term means the term contemplated by clause 8.1.

Territory means Australia, New Zealand, and the United States of America.

Third Party Material means any material that is owned by a third party including data stored by any means.

User Account means an account registered to access the functionality of the Software.

Your Data means any data you provide to Eltirus Enable or use in connection with the Software or Services.

Your Material means Your Data and any material (including Third Party Material) you provide or give access to Eltirus Enable for the purposes of this Agreement including data stored by any means.

Interpretation

17.2 In this Agreement:

- (a) a singular word includes the plural and vice versa;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this Agreement and references to this Agreement include any schedules or annexures;
- (d) a reference to a party to this Agreement or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this Agreement includes the agreement recorded by this Agreement;

- (h) a reference to a party is a reference to us or you, and a reference to the parties is a reference to both us and you;
- (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to 'month' means calendar month;
- (l) a reference to '\$' or 'dollar' is to Australian currency;
- (m) this Agreement is not to be interpreted against the interests of a party merely because that party proposed this Agreement or some provision in it or because that party relies on a provision of this Agreement to protect itself; and
- (n) clause headings are for convenient reference only and have no effect in limiting or extending the language to which they refer.