END USER LICENCE AGREEMENT | FireHawk Systems

This end user licence agreement (**Agreement**) sets out your rights and obligations when using the Software owned by FireHawk Systems Pty Ltd ACN 620 266 962 of 2/100 Victoria Street, Taree New South Wales 2430, Australia (**FireHawk** or **our** or **us** or **we**).

Please read this Agreement carefully. By accepting the Quote or Order Form (however onboarded), clicking 'I accept' or viewing, accessing, browsing, or using our Software, you acknowledge having read and agreeing to be bound by this Agreement and other documents referenced herein and/or available by hyperlink, including the Related Agreements. If you do not agree to this Agreement, you must not access the Software.

If you have any questions relating to this Agreement, please contact us@firehawk.digital.

1. INTRODUCTION

a. You are reading a legal document which constitutes the Agreement between you (the end user who uses the Software, who we refer to as "you", "your", "User" in this Agreement) and us. We are the owner and operator of this Software, and this Agreement sets out your entitlement to access and use the Software as an end-user. This Agreement applies to all Users of the Software.

b. For clarity, this Agreement is in addition to any other agreement FireHawk has in connection with your access to the Software, including but not limited to the Related Agreements. If there is any inconsistency between this Agreement and the Related Agreements, this Agreement will prevail to the extent of the inconsistency.

c. Any new features or tools which are added to the Software will also be subject to this Agreement. You can review the most current version of this Agreement by requesting a copy from us. We reserve the right to update, change or replace any part of this Agreement by posting updates and communicating this to you via the Software or email. Your continued use of, or access to, the Software following the communication of any changes constitutes acceptance of those changes.

2. LICENSE & GENERAL CONDITIONS

2.1 Limited License

Subject to you agreeing to this Agreement, your continuous compliance with this Agreement, and payment of the applicable License Fees, FireHawk grants you a limited, non-transferable, non-perpetual, revocable, non-exclusive licence (without the right to sublicence) to access and use the Software via your User Account:

a. in the territory or region where you obtain the Software from us (**Territory**);

b. during the term of such license (**License Term**);

c. within the scope of the License and on the Permitted Number of Computers as agreed between the Parties; and

d. in a manner consistent with the terms of this Agreement and any other Related Agreements,

(**License**).

2.2 License Term

a. Unless otherwise defined in this Agreement, in the Related Agreements, or at the time of purchase, the License Term will commence on the Commencement Date and continue for successive 12 month periods, unless terminated in accordance with clause 16.2. Upon the expiration or termination of the License Term, some or all of the Software may cease to operate without prior notice.

b. Upon expiration or termination of the License Term, you may not use the Software unless you have renewed the License.

2.3 Permitted Number of Devices

a. If you are a Funeral Industry User, you may install and use the Software on an unlimited number of devices during the Licence Term.

b. If you are a Non-Funeral Industry User, you may install and use the Software only on the Permitted Number of Computers during the License Term.

c. You agree that we may change the type of Software (such as specific components, versions, platforms, languages, etc.) included at any time and shall not be liable to you whatsoever for such change.

2.4 Access

a. Access to the Software requires:

i. a recurring internet connection to activate, renew, and validate the License;

ii. our receipt of payment for the Licence Fees; and

iii. your agreement to this Agreement and other Related Agreements.

b. If we do not receive the recurring Licence Fees then the Software may become

inactive without additional notice until we receive payment of the Licence Fees.

c. You are not permitted to transfer or assign the Licence granted to you under this Agreement without the prior written consent of FireHawk.

d. You agree the licence granted to you under this Agreement does not permit you to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Software or any content on the Software, without our express written permission.

2.5 Server Use

a. Subject to license restrictions stated in this Agreement, you may install the Software on a Server only for the purpose of allowing an individual from a computer within the same Internal Network (**Network User**) to access and use the Software.

b. The Network User who has access to such Software on the Server is referred to as Server Software User. The total number of Server Software Users (not the concurrent number of users) may not exceed the Permitted Number.

2.6 General conditions

a. By agreeing to this Agreement, you represent that you are at least the age of majority in your state, territory, or region of residence.

b. A breach or violation of any of this Agreement will result in an immediate restriction of your access to the Software in accordance with clause 16 of this Agreement, and may give us a right to terminate the Related Agreements. We reserve the right to refuse access to the Software to anyone who breaches this Agreement or Related Agreements.

c. You understand that your access to the Software may involve transmissions over various networks (including the internet) which may not be secure. Sensitive information such as passport details and credit card information are always encrypted during transfer over networks we control, however you are ultimately responsible for verifying the security of your access to the Software.

d. You agree that your use of the Software will not violate any right of any third-party, including copyright, trade mark, privacy, personality, or other personal or proprietary right.

e. You must not use false or misleading contact details, pretend to be someone other than yourself, or otherwise mislead us or third-parties with respect to your use of the Software.

f. You are solely responsible for the information and data you input into the Software. We take no responsibility and assume no liability for any data submitted to the Software by you or any third-party.

3. USER ACCOUNTS

a. To access the Software, you must create a User Account.

b. You agree to provide current, complete, and accurate information in respect of your User Account.

c. You agree to promptly update your User Account and other information, including your email address and payment details, so that we can maintain the efficacy of the Software.

d. You are responsible for the security of your User Account and must not, without our prior written consent, disclose your username or password for your User Account to any other person except where the disclosure is expressly authorised by FireHawk in writing. You must immediately notify us if the security of your User Account is compromised (or likely to be compromised).

e. You agree to indemnify and hold FireHawk harmless from any loss or damage suffered or incurred by FireHawk in connection with a breach of clause 3(d).

4. LICENCE FEES & PAYMENT TERMS

4.1 Payment of Licence Fees

a. In order to gain and maintain access to the Software and a User Account, you must pay us the Licence Fees.

b. Unless otherwise stated in the Quote or Order Form, the Licence Fees are immediately due and payable. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

c. If you provide credit card information to us, you authorise us to charge such credit card for your License to use the Software listed in the Quote or Order Form for the License Term.

d. Such charges made at clause 4.1(c) shall be made in advance, either weekly or monthly or in accordance with any different billing

frequency stated in the applicable Quote or Order Form.

e. If the Quote or Order From specifies that payment will be by a method other than a credit card, we will invoice you in advance and otherwise in accordance with the relevant Quote or Order Form.

4.2 Overdue Licence Fees

If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month. If payment is not received within 14 days of the due date, we may terminate this agreement and revoke your access to the Software in accordance with clause 16.

4.3 Disputed fees

a. We will not exercise our rights under clause 4.3 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

b. We may vary the Licence Fees from time to time at out sole discretion, however we will notify you of these variations.

c. If you fail to pay the Licence Fees, we may terminate this Agreement in accordance with clause 16 and suspend your access to the Software.

4.4 Tax

a. The Licence Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (**Taxes**).

b. You are responsible for paying all Taxes associated with your purchases hereunder.

5. UPDATES

a. We may update the Software from time to time.

b. We reserve the right to modify the contents of this Software at any time, but we have no obligation to update any information on our Software. You agree that it is your responsibility to monitor changes to our Software and updates may be automatically installed without your prior notice or approval.

c. We will not change the Software in a way which amounts to a breach of our obligations under this Agreement or the Related Agreements.

d. If the Software is an Update to a prior version of the Software (**Prior Version**), then your use of this Update is conditional upon its retention of the Prior Version.

e. If you wish to use this Update in addition to the Prior Version, then you may only do so on the same computer on which it has installed and is using the Prior Version.

f. Any obligations that you may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to you by us with additional or different terms.

6. THIRD PARTY PLUGINS & SUPPORT

a. We may provide you with access to third-party tools which interface with the Software over which we neither monitor nor have any control nor input.

b. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement.

c. We will have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Software is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

d. Support and/or maintenance services will only be offered to you upon you requesting such support and/or maintenance services through the Slack App.

7. THIRD-PARTY LINKS

a. Third-party links on this Software may direct you to third-party websites or platforms that are not affiliated with us.

b. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, or products of third-parties.

c. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

8. PERSONAL INFORMATION

a. For more information on how we collect and handle your personal information in connection with your use of the Software, please see our Privacy Policy.

b. You represent and warrant that you have made all disclosures and obtained all consents required by the *Privacy Act 1988* (Cth) (**Privacy Act**) and any other legislation with respect to personal information in connection with any data you input or otherwise upload to the Software.

c. You grant FireHawk a non-exclusive, royalty free licence (including the right to sublicence) to use (in accordance with the Privacy Act) any data you input or otherwise upload to the Software. You warrant that you have all authority to provide FireHawk with such rights. The licence granted under this clause will cease when this Agreement is terminated.

d. By using the Software, you consent to us collecting and using technical information about the device and related software, hardware, peripherals and related information to improve our Software and provide services to you. Such information collected will be handled by FireHawk in accordance with our Privacy Policy.

9. ERRORS, INACCURACIES AND OMISSIONS

a. We are not responsible if information made available on this Software is not accurate, complete, or current. You should not solely rely on our information as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.

b. Any reliance on the material on this Software is at your own risk.

c. Occasionally there may be information on our Software that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update any information on the Software if is inaccurate at any time without prior notice.

d. We undertake no obligation to update, amend, or clarify information on the Software, except as required by law. No specified update or refresh date applied on the Software, should be taken to indicate that all information on the Software has been modified or updated.

10. PROHIBITED USES

In addition to other prohibitions as set forth in this Agreement and the Related Agreements, you are prohibited from using the Software or its content:

a. for any unlawful or unauthorised purpose;

b. to solicit others to perform or participate in any unlawful acts;

c. to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances in Australia or elsewhere in the world;

d. to infringe upon or violate our Intellectual Property rights or the Intellectual Property rights of others;

e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;

f. to submit false or misleading information;

g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Software or of any related website, other websites, or the internet;

h. to collect or track the personal information of others;

i. to spam, phish, pharm, pretext, spider, crawl, or scrape;

j. for any obscene or immoral purpose; or

k. to interfere with or circumvent the security features of the Software, websites or the internet.

11. INTELLECTUAL PROPERTY RIGHTS

a. You do not acquire ownership of copyright, trade secrets or other Intellectual Property rights in any part of the Software by virtue of this Agreement. The Software (and all copies thereof) is licensed, not sold, under this Agreement.

b. The FireHawk logo is a registered trade mark of FireHawk in Australia. You must not remove or later any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in connection with the Software.

c. You acknowledge that any Intellectual Property rights, including copyright, graphics, logos, trade marks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this Software, are owned by FireHawk, and that these remain the property of FireHawk (or its

licensor) and must not be used in any manner without the prior written consent of FireHawk. These Intellectual Property rights are protected by Australian and international laws and nothing in this Agreement gives you a right to use any of them in a manner inconsistent with this Agreement or the Terms and Conditions.

d. Nothing contained on our Software is to be interpreted as a recommendation to use any information on this Software in a manner which infringes the Intellectual Property rights of any person. FireHawk makes no representations or warranties that your use of the information on this Software will not infringe such Intellectual Property rights.

e. You may view this Software and its contents for the sole purpose of operating the Software in accordance with the Terms and Conditions and at all times subject to the *Copyright Act 1968* (Cth) and similar legislation. For the avoidance of doubt, to the extent your computer or device stores software code in connection with your access and use of the Software, such reproduction and use will not, in itself, amount to a breach of this clause 11.

f. You must not in any form or by any means reproduce, modify, adapt, distribute, store, transmit, publish or display within another website or create derivative works from any part of this Software or commercialise any information obtained from any part of this Software without the prior written consent of FireHawk or, in the case of third party material, from the owner of the material. To the extent you breach this clause, then without limiting our remedies at law, you assign all Intellectual Property rights created by you in connection with this clause to FireHawk for no further payment and undertake to do all things and sign all documents necessary at your own cost to give effect to this clause.

g. Although copyright in the Software is not infringed in circumstances contemplated by sections 47D, 47E and 47F of the *Copyright Act 1968* (Cth), you may not modify or copy the layout or appearance of this Software nor any computer software or code contained in this Software, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this Software.

h. If you correspond or otherwise communicate with FireHawk, you automatically grant to FireHawk an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on this Software and developing your ideas and suggestions for improved products or services, without any compensation or remuneration.

12. CONFIDENTIALITY

12.1 Obligation to maintain confidentiality

Each Party must (subject to clause 12.2):

a. keep Confidential Information confidential; and

b. not use or permit any unauthorised use of Confidential Information.

12.2 Exceptions to confidentiality

Clause 12.1 does not apply where:

a. the Confidential Information is in, or comes into, the public domain (other than by a breach of these Terms);

b. the Party who owns the Confidential Information has provided written consent to the disclosure of the Confidential Information;

c. the disclosure is required by law;

d. the disclosure is required to comply with the terms of these Terms, provided that the relevant Party ensures that the recipient of the Confidential Information complies with the terms of clause 12.1; or

e. the disclosure is to a professional adviser for the purpose of obtaining advice on these Terms, provided that the relevant Party ensures that the professional advisor complies with the terms of clause 12.1.

12.3 Return of Confidential Information

At the termination of this Agreement, and express request of you:

a. all Confidential Information must be returned to you, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the we make and any software that we create based on the Confidential Information; and

b. we must erase and destroy any copies of any software containing or comprising the Confidential Information in our possession or under our control or that may have been loaded onto a computer possessed or controlled by us.

13. WARRANTIES

a. We do not guarantee, represent, or warrant that your use of the Software will be uninterrupted, timely, secure, or error-free.

b. We warrant that during the License Term this Agreement, the Quote/s or Order Form/s and the Related Agreements will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your date, we will not materially decrease the overall security of the Software, and the Software will perform materially in accordance with this Agreement and Related Agreements.

c. You warrant and undertake that you and your and your representatives have all necessary legal right(s) to access and use the Software.

d. You expressly agree that your use of, or inability to use, the Software is at your sole risk.

14. LIMITATION OF LIABILITY

a. In no case will FireHawk, our directors, officers, employees, Affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Software or any information procured using the Software, or for any other claim related in any way to your use of the Software, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Software or any content posted, transmitted, or otherwise made available via the Software, even if advised of their possibility.

b. If you are a Consumer, nothing in this Agreement restricts, limits, or modifies your rights or remedies against us for failure to comply with a statutory guarantee under the ACL.

c. We will not be liable for any loss or damage you suffer by the use of the Software or a linked website or any breakdown or interruption to the Software.

d. To the fullest extent allowable at law:
   i. indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) are expressly excluded under this Agreement;
   ii. the Software is provided under this Agreement on an 'as is' basis and all warranties that may be implied by law or statute (other than those set out in this Agreement) are excluded;
   iii. both Parties' liability, under this Agreement is limited to (at our election):
      A. supplying the Software again; or
      B. payment of the cost of having the Software supplied again;
      C. a refund of the amount the you have paid us for the Software.

e. Despite any other provision to the contrary, our total liability and the total liability in connection with this Agreement regardless of the cause of action, will not in any circumstances exceed the maximum value equal to the total Licence Fees received by us from the you under this Agreement.

15. INDEMNIFICATION

a. You agree to indemnify, defend and hold harmless FireHawk and our parent, subsidiaries, Affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, in connection with:
   i. any breach of this Agreement, the Terms and Conditions or other documents or policies referred to in this Agreement which you are obliged to comply with;
   ii. your negligent acts or omissions;
   iii. your violation of any law or infringement of any third party rights; or
   iv. your use of the Software, including any third party claims made in connection with, or arising out of, your use of the Software.

b. The Parties agree to defend each other against any claim, demand, suit or proceeding made or brought against the other Party by a third party alleging that its use of the Software infringes or misappropriates such third party's Intellectual Property rights.

16. SUSPENSION AND TERMINATION

16.1 Default and suspension

a. We may suspend your User Account and access to the Software at any time and give you a Notice of Default if:
    i. you fail to make any payment when due, per clause 4, or any payment is dishonoured or subject to chargeback;
    ii. you fail to comply with your obligations under this Agreement;
    iii. n our reasonable opinion your data, network, software or equipment may be causing damage to any person or property.

b. Suspension of access under this clause:
    i. does not affect your liability to make payment; and
    ii. will immediately end when the issue giving rise to the suspension is remedied.

16.2 Termination

a. Either Party may terminate this Agreement immediately, by Written Notice if the other Party:
    i. breaches any provision of this Agreement and fails to remedy that breach within fourteen (14) Business Days after receiving Written Notice requiring it to do so; or
    ii. if the other Party is the subject of an Insolvency Event; or
    iii. if the other Party is charged with a criminal offence; or
    iv. if the other Party is threatened with the institution of legal proceedings or sued by any person or third party.

b. On termination of this Agreement you must:
    i. pay for all access to the Software provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by us for providing access, prior to the date of termination; and

    ii. immediately cease using the Software.

17. GENERAL

17.1 Force majeure

a. Neither Party has any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from a Force Majeure Event.

b. The Party affected by a Force Majeure Event must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

c. If a Force Majeure Event continues for a continuous period of more than 6 months, either Party may terminate this Agreement by Written Notice to the other Party.

17.2 Amendments

This Agreement may be amended by us from time to time, and we will endeavour to give you notice of such amendments.

17.3 Assignment

a. Subject to clause 17.3(b), neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

b. A Party may assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

17.4 Entire Agreement

a. This Agreement contains the whole Agreement between the Parties in respect of the subject matter of Agreement and supersedes and replaces any prior written or oral Agreements, representations, or understandings between them relating to such subject matter.

b. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

17.5 Waiver

a. No failure or delay by us in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of

the same or the exercise of any other right, power or privilege.

b. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

17.6 Survival

Clauses 2, 11, 12, 13, 14, 15, 16, and 17 survive the expiry or termination of this Agreement.

17.7 Relationship between the Parties

a. This Agreement does not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

b. Neither Party may, nor represent that it has, any authority to make any commitments on the other Party's behalf.

17.8 Further assurance

Each Party to this Agreement must at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

17.9 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. It will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

17.10 Announcements

a. Subject to clause 17.10(b), no Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms.

b. No Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

17.11 Notices

a. A notice or communication provided under this Agreement must be:
   i. in writing; and
   ii. addressed and delivered to the intended recipient in person, by post or by email (where an email address has been provided) in accordance with the notice details last provided by the recipient.

b. A Party can update their notice details at any time by Written Notice to the other Parties.

c. A notice or communication is taken to be received:
   i. if provided in person, when delivered;
   ii. if provided by post:
      A. in Australia, to an Australian address, the third Business Day after posting; or
      B. n any other case, on the tenth Business Day after posting;
   iii. if provided by email sent before 5pm on a Business Day, then on the Business Day that it is sent; or
   iv. if provided by email after 5pm on a Business Day, then on the following Business Day.

17.12 Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

17.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument.

17.14 Electronic signature

The Parties agree that this Agreement may be executed electronically in accordance with the *Electronic Transactions Act 2001* (NSW) and the *Electronic Transactions Act 1999* (Cth).

17.15 Costs and expenses

Each Party must pay its own costs and expenses (including legal costs) in connection with the negotiation, preparation, finalisation, and execution of this Agreement.

17.16 Merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

18. DEFINITIONS & INTERPRETATION

18.1 Definitions

In this Agreement, unless the context requires otherwise:

ACL	means schedule 2 of the *Competition and Consumer Act 2010* (Cth).		loss of anticipated profits or savings, expenses incurred through default or breach, wasted overheads, loss of contract, loss of business, loss of production, loss of use, loss of goodwill, and all other pure economic loss, and disappointment, distress, stress, and inconvenience.
Affiliate	means in relation to FireHawk: a. a person that controls or is controlled by FireHawk; or b. a Related Body Corporate of FireHawk.		
Agreement	means this end user licence agreement, policies and other documents referenced herein and/or available by hyperlink, as amended from time to time.	Consumer	has the meaning given to that term in the ACL.
		Corporations Act	means the *Corporations Act 2001* (Cth).
Bankruptcy Act	means the *Bankruptcy Act 1966* (Cth).	Force Majeure Event	a. includes: i. an act of God; ii. a weather pattern or event; iii. a natural disaster; iv. a war, act of terrorism, cyber-attack, riot, insurrection, or act of vandalism; v. a disease or pandemic; vi. a failure of electricity, water, or other utility; vii. a strike, lockout, ban, or other industrial disturbance; or viii. a law, rule, or regulation of any government or governmental agency or an executive or administrative order; b. which affects FireHawk's capacity to fulfil its obligations under this Agreement and: i. is unforeseen; ii. is beyond the control of FireHawk; and iii. occurs without the fault or negligence of FireHawk.
Body Corporate	has the meaning given to that term in the Corporations Act.		
Business Day	means a day (other than a Saturday, Sunday, or public holiday) that banks are open for general banking business in Taree, New South Wales.		
Commencement Date	means the date that you agree to be bound by this Agreement.		
Confidential Information	includes Intellectual Property and information or documentation which: a. is disclosed to the recipient in connection with this Agreement; b. relates to: i. the business, assets, or affairs of FireHawk or any of its Affiliates; ii. the business, assets, or affairs of FireHawk or any client of FireHawk; or iii. the subject matter or any transactions contemplated by this Agreement; and c. is prepared or produced under or in connection with this Agreement.		
Consequential Loss	includes, without limitation, data loss, loss of opportunity,	Funeral Industry User	means a User that installs and uses the Software for

	managing the provision of funeral services.
Insolvency Event	means any of the following events: a. a controller (as defined in the Corporations Act) is appointed to the Party, or over any of the property of the Party; b. the Party becomes bankrupt; c. a controlling trustee is appointed to the Party, or over any of the property of the Party; d. the Party or the Party's property becomes subject to a personal insolvency arrangement under part X Bankruptcy Act or a debt agreement under part IX Bankruptcy Act; e. the Party is unable to pay its debts when they become due and payable; f. the Party ceases to carry on business; or g. any event happens in Australia or any other country or territory in respect of a Party that is similar to any of the events or circumstances referred to in this definition. Any event that takes place as part of a solvent reconstruction, amalgamation, merger, or consolidation, on terms approved in writing by the other Party beforehand and in compliance with those terms is excluded from this definition.
Intellectual Property	means patents, rights to inventions, formulations, utility models, copyright, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in

	computer software, database rights, topography rights, spreadsheets, moral rights, personal information, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
License	means the licence described in clause 2.1 of this Agreement.
License Fees	means the fees payable for your access to the Software under this Agreement, as set out in a Quote or Order Form.
License Term	means the term of the License as described in clause 2.2.
Material	includes software, source code, object code, test cases, documents, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and data stored by any means.
Network User	has the meaning described in clause 2.5 of this Agreement.
Non-Funeral Industry User	means a User that installs and uses the Software for purposes other than managing the provision of funeral services.
Order Form	means an ordering document or online order specifying the Software to be provided hereunder that is entered into between you and us.
Permitted Number	means the number of Server Software Users permitted as agreed by the Parties.
Permitted Number of Computers	for Non Funeral Industry Users means one (1) device.

Prior Version	has the meaning set out in clause 5 of this Agreement.
Privacy Policy	means the privacy policy of FireHawk as amended from time to time.
Quote	means the quotation provided to a Funeral Industry User that specifies the cost, other payment details, and access details for the Software.
Related Agreements	means the Order Form, Terms and Conditions (if applicable), and Privacy Policy.
Related Body Corporate	has the meaning given to that term in the Corporations Act.
Server Software Users	has the meaning described in clause 2.5 of this Agreement.
Software	means the customer relationship management software owned by FireHawk and any other Material you are given access to by FireHawk.
Taxes	Has the meaning provided in clause 4.4 of this Agreement.
Terms and Conditions	means FireHawk's client services terms and conditions.
Territory	means the territory in which you may use our license as set out in clause 2.1 of this Agreement.
User Account	means a user account which provides access to the Software in accordance with clause 3.
User(s)	means a user/s of the Software either collectively or individually, as the context requires.
we/us/our/FireHawk	means FireHawk Systems Pty Ltd ACN 620 266 962.
you/your	means you as an authorised user of the Software.
Notice of Default	means a Written Notice that: a. states that it is a notice of default; b. specifies the default with sufficient detail and particulars; c. gives a reasonable deadline by which the
	default must be remedied, of not less than 5 Business Days.
Written Notice	has the meaning given to it by clause 17.11 of this Agreement.

18.2   **Interpretation**

a. In this Agreement, unless the context requires otherwise: words importing any gender include every gender;

b. words importing the singular number include the plural number and vice versa;

c. words importing persons include firms, companies, and corporations and vice versa;

d. references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this Agreement;

e. reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

f. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

g. the headings to the clauses and schedules of this Agreement are not to affect the interpretation;

h. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

i. the word "including" (and related forms including "includes") shall be understood as meaning "including without limitation.