

# Shortcuts Software Licence Agreement

## Parties

|                                         | Shortcuts                                                                          | Customer                                                                 |
|-----------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Entity details:                         | Shortcuts Software Australia Pty Ltd                                               | [This must be a company (ending in Pty Ltd); a trustee or a sole trader] |
| ABN:                                    | 57 082 814 800                                                                     |                                                                          |
| Address:                                | Suite 1, Level 13, 348 Edward Street, Brisbane City QLD 4000, Australia            |                                                                          |
| Email:                                  | <a href="mailto:Legal.aus@jonassoftware.com.au">Legal.aus@jonassoftware.com.au</a> |                                                                          |
| Signature of Authorised Representative: |                                                                                    |                                                                          |
| Name Authorised Representative:         |                                                                                    |                                                                          |
| Date:                                   |                                                                                    |                                                                          |

## Recitals

- A. The Customer wishes to purchase from Shortcuts a subscription to Shortcuts' Software and Software Services.
- B. The Customer has filled out an Order Form, which specifies whether the Customer also wishes to purchase or lease from Shortcuts certain Hardware, as well as purchase a subscription to Shortcuts' Hardware Services and/or Hosting Services.
- C. The Parties wish to record the terms of their agreement to writing, as contained in this Agreement.

## Operative Part

The Parties agree as follows

### 1. Definitions

**Acceptance Button** means the GUI button on the Acceptance Pop-Up that denotes acceptance of the Agreement. The exact text of the button may, but is not limited to, the words "I Accept" or "Continue".

**Acceptance Pop-Up** means a GUI that overlays above the Software and Shortcuts upon the intended use of the Software in a way that requires acceptance before commencing or continuing use of the Software.

**Affiliates** include any entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group of entities as Shortcuts.

**Agreement** means those documents set out in clause 3.2 and other documents expressly stated as being included.

**Anti-Money Laundering (AML)** means the set of laws, regulations and procedures designed to prevent criminals from disguising illegally obtained funds as legitimate income.

**Business Day** means a day other than a day falling on a weekend or proclaimed public holiday in the Jurisdiction.

**Cancellation Fee** means a fee paid by the Customer to Shortcuts for the repayment of costs reasonably incurred in the supply of Software or Software Services, or where applicable, Hardware or Hardware Services, by Shortcuts to the Customer where the Customer has terminated for convenience during the Term.

**Claim** means, any claim made (whether in the form of an action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action, or right of set-off of any kind) under or in connection with this Agreement its subject matter, however it arises whether:

- (a) it is present, unascertained, immediate, future, or contingent;
- (b) it is based in contract (including under any warranty or indemnity or any other breach, actual or anticipatory), tort, equity, in restitution, negligence or any other tort, strict liability, under statute, or otherwise at all; or
- (c) it involves a third-party or a Party to this Agreement.

**Connected Account** means an account opened for the Customer on Stripe platform pursuant to the Stripe Agreement.

**Customer Data** mean any data that is inputted or generated by end users by using the Software.

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**Data Security Standards (DSS)** means the Payment Card Industry Data Security Standards ("PCIDSS") mandated by the Card Schemes for the protection of Cardholder details and transaction information, and any additional or replacement standards of which the Customer is advised from time to time.

**Customer Input** means suggestions, enhancement requests, recommendations or other feedback provided by the Customer, its employees, contractors, and agents relating to the operation or functionality of the Software.

**Documentation** means hard-copy or electronically reproducible technical and/or user documents associated with the Software, or where applicable, Hardware, and provided by Shortcuts or otherwise agreed in writing between the Parties.

**Enhancements** mean changes or improvements to the Software that extends beyond the original scope or specifications as set out in the Documentation.

**Fair Use Policy** means Shortcuts' Fair Use Policy as provided in Schedule A and updated as notified to the Customer from time to time.

**Fees** mean the applicable payment rates specified in the Order Form or as otherwise notified to the Customer prior to the time of order for the Software and Software Services, or Hardware and Hardware Services (where applicable).

**GUI** means the graphical user interface of the Software.

**Hardware** means any and all hardware, including server racks, physical interfaces, payment terminals (or similar), computer accessories, decorative accessories, and any other physical goods sold or licensed by Shortcuts to the Customer.

**Hardware Services** mean Hardware-related implementation, training services, or consulting services provided by Shortcuts to the Customer.

**Hardware Terms** mean the additional terms and conditions regarding Hardware as detailed in Addendum C.

**Hosting Services** mean the hosting of Software on Shortcuts-owned Hardware for the purpose of allowing the Customer to use the Software without their own Hardware.

**IP Rights** mean all intellectual property rights throughout the world (existing before the date of the Agreement and arising as part of this agreement), including any copyright, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name or any other proprietary right, and any right of registration of such rights.

**Implementation Activities** mean any activities required to implement, install, or otherwise setup the Software with the Customer's existing infrastructure.

**Jurisdiction** means Queensland, Australia.

**Know Your Customer (KYC)** means the mandatory process used by financial institutions and regulated businesses to verify the identity of their customers, assess risk, and ensure compliance with AML and counter terrorism requirements.

**Law** means any and all applicable laws as adjudicated by a court in the Jurisdiction.

**Late Payment Fee** means an additional fee on any unpaid balances owed under the Fees from the due date until paid (whether before or after judgment) equal to the lesser of 3% (accrued monthly), or the maximum amount allowable at Law.

**Launch Date** means the date on which the Customer first uses the Software to process its daily business relative to the functions that the Software automates.

**Licence Allocation** means the quantity or extent of a license to the Software or particular modules, as specified in the Order Form. The Order Form may specify that the license is measured by number of Users, number of Workstations or limited to specific the Customer Sites.

**Minimum System Requirements** mean the minimum system requirements set forth in the Order Form, Documentation, and any further requirements provided by Shortcuts.

**New Software Feature** means any Enhancement, feature, or module for the Software that Shortcuts may or may not market or license for additional fees, separately from Updates.

**Operating System** means the low-level software that controls the operation of a computer, and includes any third-party software required to be installed to properly support the operation of the Software.

**Opt-Out Period** means the 90-day period that a Party must observe to give notice of non-renewal of a Licence Term under clause 14.2 or termination for convenience under clause 15.2.

**Order Form** means the applicable form titled "Order" or "Order Form" as provided by Shortcuts to the Customer, which may include multiple Order Forms. To the extent that there is any inconsistency between Order Forms relating to the same site, the most recent Order Form will have priority.

**Party** means a Party to this Agreement.

**Payment Card Industry (PCI)** means the global set of security requirements designed to protect cardholder data during credit and debit card transactions.

**Payment Processing Terms** mean the Payment Processing Terms as provided in Schedule B.

**Payment Processor** means the third-party payment processing provider selected by Shortcuts (for example, Stripe, Inc. and its affiliates) to collect payment for subscriptions, Fees and other Charges on behalf of Shortcuts and/or the Customer.

**Permitted Users** mean the Customer's Representatives, subject to the limitations of the Licence Allocation specified in the Order Form.

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**Personal Information** means information related to the Customer's privacy including identity, bank account details, and payment card data.

**Services** mean both the Software Services and, where applicable, the Hardware Services.

**Software Services** mean software-related services provided by Shortcuts to the Customer, and includes Technical Support, Training Activities, Implementation Activities, Hosting Services, documentation management, and ongoing maintenance.

**Software** means Shortcuts' software listed in the Order Form, including: any digital software product licenced by Shortcuts to the Customer; and any Updates made to the digital software.

**Standard Rates** mean Shortcuts' standard and commercially reasonable payment rates at the time of the relevant incident, request, or charge.

**Stripe** means Stripe, Inc., Stripe Payments Australia Pty Ltd, Stripe Payments Europe Ltd, and their related entities.

**Stripe Agreement** means the applicable version of the Stripe Services Agreement (including any agreements with respect to Hardware supplied by Stripe available at <https://stripe.com/au/legal/ssa-services-terms> and <https://stripe.com/au/legal/terminal-purchase>, or as advised from time to time) published at <https://stripe.com/au/legal/ssa> and the attached Merchant (Stripe) Services Fee Schedule (Schedule D).

**Representatives** mean staff, personnel, and advisors, and includes the employees, contractors, subcontractors, consultants, and in the sole case of Shortcuts, Affiliates.

**Technical Support** means any support services required to assist with the Customer's ongoing use of the Software or Hardware (where applicable).

**Third-Party Materials** mean any hardware or software which is developed by a third-party and not Shortcuts, but may be provided by Shortcuts in support of the Software or Hardware (where applicable).

**Training Activities** mean any activity required to train the Customer's Permitted Users on the appropriate use and maintenance of the Software.

**Taxes** mean any applicable government taxes applicable to the Software or Software Services, or where applicable, the Hardware or Hardware Services, and includes the Goods and Services Tax in Australia.

**Updates** mean the latest modifications or improvements to the Software, including corrections of bugs, issues or errors, which relate to the operating performance but do not change the basic functionality of the Software. Updates do not include New Software Features.

## 2. Interpretation

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- 2.1. Unless the context otherwise requires, words in the singular will include the plural, and in the plural will include the singular.
- 2.2. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.
- 2.3. A reference to a statute or statutory provision will include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 2.4. Any words following the terms "including", "include", "in particular", "such as", or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 2.5. Any words following the term "means" will be construed as exhaustive and will limit the sense of the words, description, definition, phrase, or term preceding those terms.

## 3. Acceptance & Precedence

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- 3.1. The Customer acknowledges and agrees that any of the following constitutes acceptance of the terms of this Agreement:
  - (a) the Customer signs an Order Form;
  - (b) Shortcuts receives instructions from the Customer for the supply of the Software or the Hardware (where applicable);
  - (c) the Customer accepts, uses, or takes into their possession, any or all of the Software or the Hardware (where applicable), supplied by Shortcuts; or
  - (d) where this Agreement has appeared as an Acceptance Pop-Up and the Customer (or an employee of the Customer) has clicked the Acceptance Button on that Acceptance Pop-Up.
- 3.2. This Agreement is comprised of these terms and conditions, the Order Form, and the Documentation; the Fair Use Policy and the Payment Processing Terms; and, if the Hardware or Hardware Services are included on the Order Form, the Hardware Terms.
- 3.3. To the extent there is any conflict between the documents listed in clause 3.1, unless expressly agreed between the parties in writing, these terms and conditions will prevail, followed by the Order Form, then the Documentation, the Fair Use Policy, the Payment Processing Terms and if applicable, the Hardware Terms.

## 4. Implementation & Training

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- 4.1. *If indicated on the Order Form, Shortcuts will provide Software Services and, where applicable, Hardware Services (together, the **Services**) for the Customer.*
- 4.2. *Unless stated otherwise in the Order Form, the Services will be held during business hours on weekdays at a time agreed between the Parties (a **Service Appointment**). If the Customer needs to reschedule a confirmed Service Appointment, Shortcuts will make commercially reasonable efforts to accommodate the Customer's request.*
- 4.3. *Shortcuts' Representatives responsible for Training Activities will have experience in the application area designed for installation at the Customer's site.*
- 4.4. *If the Customer cancels a scheduled and confirmed Service Appointment within 15 Business Days of the intended time, the Customer will be liable to pay a cancellation fee for Shortcuts' reasonably incurred losses.*
- 4.5. *If the Parties agree that Training Activities will be provided at the Customer's site, the Customer will satisfy the following prerequisites:*
  - (a) *provide and have properly prepared and set up an adequate training room or space; and*
  - (b) *at least 1 week prior to scheduled training, have the necessary prior hardware with the Minimum System Requirements loaded with the Operating System, and the Software, with it all being adequately tested to a working state on-site**(Training Prerequisites).*
- 4.6. *If the Training Prerequisites are not setup prior to the scheduled Training Activities, Shortcuts may charge a training cancellation fee.*
- 4.7. *If the Customer requires Shortcuts to provide Services at the Customer's site, all travel and related expenses will be reimbursed by the Customer to Shortcuts. Such travel and related expenses will be specified in the Order Form, or otherwise notified to the Customer in advance and not incurred by Shortcuts unless approved by the Customer in writing.*
- 4.8. *Unless otherwise specified in the Order Form, all Training Activities or Software or Hardware maintenance will be completed within 6 months of the Customer's receipt of the Software or Hardware (where applicable).*
- 4.9. *Upon the Customer's request, Shortcuts will provide further Services to:*
  - (a) *train additional Permitted Users on the features, operation, and use of the Software; or*
  - (b) *provide software or hardware maintenance or other Software Services;**at Shortcuts' Standard Rates.*

## 5. Grant of Licence

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### 5.1. Permitted Use

- (a) *Shortcuts grants to the Customer a limited, non-exclusive, non-transferrable licence to use the Software for its own internal business operations during the Licence Term (the **Purpose**), subject to this Agreement. The Customer must use and must require all Permitted Users to use the Software for the Permitted Purpose and in accordance with the Fair Use Policy. The Customer is responsible for Permitted Users' compliance.*
- (b) *The Customer acknowledges that the Software may require activation by way of an activation key on initial installation and from time to time based on certain events, including, without limitation, Updates, and changes to hardware on which the Software is installed. The activation keys and internal controls in the Software do not necessarily restrict usage to the Licence Allocation, and thus further controls may be required on the Customer's behalf to ensure compliance.*

### 5.2. Ownership of IP Rights

- (a) *Shortcuts retains all title and IP Rights in and to the Software, the Documentation, and all Enhancements, and the Customer is only licensing the right to use the Software. No sale or other transfer of title, ownership, or any other proprietary interest of any kind to the Software or Documentation is contemplated by this Agreement.*
- (b) *Unless indicated otherwise in the Order Form, the Customer agrees that Shortcuts may use its trademark, logo, and trade name within Shortcuts' promotional and marketing materials.*

### 5.3. Customer Input

- (a) *The Customer and its Representatives and Permitted Users may, at any time, provide ideas, suggestions, enhancement requests, recommendations, usage data, statistical feedback, or other feedback, relating to the Software (**Customer Input**). The Customer is not required to provide the Customer Input, however the Customer acknowledges that usage of the Software may result in data capturing processes which obtain Customer Input without further action by the Customer.*

- (b) If Shortcuts uses Customer Input to create New Software Features, Updates, Hardware (if applicable), or Documentation, the Customer grants Shortcuts a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use the Customer Input in any way. Shortcuts is not required to make the Customer Input an Update.

## 6. Shortcuts' Responsibilities

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### 6.1. Interfaces

- (a) Software interfaces to third-party vendor systems may be available, as indicated in the Documentation (**Interfaces**). To the extent that Interfaces are available, Shortcuts will install them as agreed between the Parties on the Order Form.
- (b) The Customer must:
  - (i) act as liaison between Shortcuts and any third-party vendors with which the Software will interface; and
  - (ii) have its third-party vendor available at the time Shortcuts is scheduled to install the Interface in order to assist with the installation, as required by Shortcuts.
- (c) Interfaces may be subject to separate licensing requirements and the Customer has the sole obligation to obtain, any and all such licenses.

### 6.2. New Software Feature Requests

- (a) This Agreement does not include any programming services for New Software Features or improvements to the Software that extends beyond the original scope or specifications as set out in the Documentation. The Parties will enter into a custom development agreement for any New Software Features

### 6.3. Technical Support

- (a) Shortcuts will provide Technical Support subject to the following conditions:
  - (i) the Customer uses the Software only in accordance with this Agreement;
  - (ii) provision of adequate (in the Shortcuts' sole opinion) Implementation Activities and Training Services by Shortcuts' employees
  - (iii) the Software, and the equipment on which it operates, is operated in accordance with the Documentation;
  - (iv) the equipment on which the Software operates meets Minimum System Requirements and is in good operating condition;
  - (v) the Customer:
    - A has paid all Fees that are due and payable;
    - B has not modified or altered the Software;
    - C has not authorised independent interfacing of third-party components to the Software, or relevant database, particularly components that write to the database, without the express prior written consent of Shortcuts;
    - D implements all Updates on a timely basis and no later than 90 days subsequent to the availability of the Updates;
    - E obtains, maintains, and updates, as required, third-party programs and such other software as necessary for the proper operation of the Software; and
    - F provides reasonable access to its systems, in accordance with the Documentation, to enable Shortcuts to provide the Software Support by way of telecommunications, internet, or other remote access to the server environment in which the Software resides or such other method reasonably acceptable to Shortcuts.
- (b) All time and materials expended by Shortcuts resulting from the Customer's breach of such conditions will be billed to the Customer at Shortcuts' Standard Rates.
- (c) Technical Support provided pursuant to this clause 6.3 relates to the Software and the Updates only. Should the problems that arise be the result of the malfunction of Customer-owned hardware (which is not subject to the Hardware Services, where applicable), Shortcuts will advise the Customer to have the hardware and/or network repaired. Support resulting from hardware and/or network problems will be billed to the Customer at the Standard Rates.

### 6.4. Hosting Services

- (a) Where applicable, Shortcuts may suspend Hosting Services without liability if:
  - (i) Shortcuts reasonably believes, at their sole discretion, that the Hosting Services are being used in violation of this Agreement or at Law;

- (ii) the Customer fails to cooperate with any reasonable investigation by Shortcuts of any suspected violation of the Fair Use Policy;
- (iii) a denial-of-service attack on Shortcuts' servers or other event requires Shortcuts to suspend the Hosting Services for network protection purposes or to protect its other customers; or
- (iv) Shortcuts are requested by a law enforcement or government agency.

### **(Suspension Event)**

- (b) In the event of a Suspension Event, Shortcuts will give the Customer written notice at least 48 hours before the suspension, unless:
  - (i) law enforcement or a government agency directs otherwise; or
  - (ii) suspension on shorter or contemporaneous notice is required to protect the Customer or other customers from an imminent and significant risk.
- (c) Shortcuts will, within a reasonable timeframe, restore access to the Hosting Services once the Suspension Event has been cured.

## **7. Customer's Responsibilities**

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### **7.1. Fees & Payment Terms**

- (a) The Customer agrees to pay Shortcuts all Fees in accordance with the Order Form. Shortcuts' quoted Fees will be binding on the Customer provided the Customer accepts Shortcuts' quotation either by performance or in writing within 30 days.
- (b) Unless otherwise indicated on the Order Form:
  - (i) the payment processing terms will apply for the software
  - (ii) all non-direct debit invoices are due within 30 days of receipt;
  - (iii) all non amounts are Australian Dollars; and
  - (iv) all amounts are exclusive of Taxes.
- (c) The Customer may be required to pay Shortcuts a deposit of the total price of the Fees (the **Deposit**) upon execution of the Agreement. The total amount of the Deposit is specified in the Order Form and will be refundable where the Agreement is validly terminated prior to the supply of any Hardware or Implementation Activities minus any reasonable costs incurred by the Shortcuts.
- (d) Except where the context suggests otherwise, terms used in this Agreement have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 2000 (Cth).
- (e) Shortcuts may vary the Fees at any time upon giving thirty (30) days' notice.
- (f) If Shortcuts varies the Fees in accordance with clause 7.1(e), the Customer may terminate this Agreement at any time by giving Shortcuts written notice at least fourteen (14) days prior to the effective date of any such variation of the Fees.
- (g) Implementation Activities Fees must be paid prior to commencement. Software Fees are payable monthly in advance starting on the 1<sup>st</sup> of the month following the date of installation of the Software at each site continuing for the remainder of this Agreement. All invoices are payable within 14 days of the invoice date.
- (h) SMS Bundle Fees are payable monthly in advance. SMS Overages are charged monthly in arrears.
- (i) Software Services:
  - (i) will be calculated on the basis of time spent, and materials incurred, and charged then-current hourly rate;
  - (ii) there is a minimum 2-hour charge for all Software Services.
- (j) The Customer is responsible for reasonable travel costs incurred where required or requested by the Customer for Software Services where pre-approved by the Customer. This includes costs for transport, meals, accommodation, visas, vaccinations, and telecommunications (for international travel).
- (k) If the Customer elects to pay via the Payment Processor (i.e. Stripe), the Customer acknowledges and consents to:
  - (i) all payment processing (including the collection of subscription and transactional revenue) being performed through Stripe's platform; and

- (ii) the creation of a Stripe Connected Account in its name, to the deduction from the amounts payable to the Customer of all fees, charges, shortfalls and other amounts that arise under the Stripe Agreement and the attached Schedule D, and to the sharing of Personal Information with Stripe for those purposes.
- (l) The fee rates that apply to Customer's use of Stripe are set out in Schedule D, which mirror the rates payable by Shortcuts under its agreement with Stripe (and may change in the manner contemplated by that agreement).
- (m) The Customer must read the Stripe Agreement available at <https://stripe.com/au/legal/ssa> (or as advised from time to time) and accepts that the terms contained therein (and as incorporated by reference into Schedule D) will bind the Customer as a Connected Account, in addition to the other obligations set out in this Agreement.

### 7.2. Changes to Licence Allocation

- (a) If the Customer wishes to change its Licence Allocation, the Customer must give written notice of 10 Business Days. The new Licence Allocation will be invoiced from the date of the effective change.

### 7.3. Invoice Disputes

- (a) Any invoice disputes must be initiated by the Customer in good faith and in writing. The Customer has 30 days from the date of the applicable invoice (**Invoice Period**) to initiate an invoice dispute (**Invoice Dispute**) by providing written notice to Shortcuts setting out the details of the disputed amount and reasonable evidence supporting the dispute (**Invoice Dispute Notice**). If the Customer does not lodge an Invoice Dispute Notice within the Invoice Period, the invoice will be deemed to be accepted by the Customer and will be due and payable in full.
- (b) Despite an Invoice Dispute Notice by the Customer, the undisputed amounts on the disputed invoice will remain due and payable. Shortcuts and the Customer agree to use reasonable efforts to resolve any Invoice Dispute within 10 Business Days after Shortcuts' receipt of the Invoice Dispute Notice. If the Invoice Dispute remains, the Parties will follow the dispute resolution mechanism in clause 18.
- (c) If it is determined that Shortcuts properly charged any amount disputed and withheld by the Customer, Shortcuts may charge a Late Payment Fee on the disputed, withheld amount.

### 7.4. Payment Default

- (a) If the Customer fails to pay any undisputed invoiced amount when due (**Default**), including where payment is returned or reversed under the Stripe Agreement, or if Stripe disables or terminates the Customer's Connected Account, the Customer will be liable to pay the Late Payment Fee. Shortcuts may suspend, interrupt, or cancel the Customer's use, in part or wholly, of the Software, cease providing Updates and/or suspend delivery of Software Services to the Customer for any period during which any Fees remain unpaid for 14 days after Shortcuts provides advanced written notice of such unpaid Fees to the Customer. In such event, Shortcuts will not be held liable for any loss or damage caused by the suspension and will not be precluded from exercising any additional remedies that might be available to it under this Agreement or at Law.
- (b) In the event of Default, the Customer will indemnify Shortcuts from and against all reasonable costs and disbursements incurred by Shortcuts in pursuing the debt including legal costs of a solicitor and Shortcuts' collection agency costs.

### 7.5. Implementation Contact

- (a) The Customer will appoint a Permitted User to be the main contact for Shortcuts' Representatives in connection with any Implementation Activities (**Implementation Contact**). If the Implementation Activities affect multiple areas of the Customer's operations, then the Customer will also appoint a team comprised of management level staff from those operational areas involved in the installation to act as its Implementation Contact.
- (b) The Implementation Contact will be responsible for the coordination and execution of the installation. The Implementation Contact must:
  - (i) be familiar with and involved in the Customer's daily operations;
  - (ii) have authority to make decisions in relation to any policies and procedures which may be involved in the implementation of the Software;
  - (iii) ensure that the Minimum System Requirements set forth in the Order Form, Documentation and Shortcuts' additional requirements (if any) have been met or exceeded;
  - (iv) serve as liaison with other third-party vendors who are involved in the installation process; and
  - (v) be present during all phases of the installation and training process to ensure the attendance of staff at scheduled training sessions.
- (c) If the Customer does not meet the Minimum System Requirements, Shortcuts reserves the right to terminate this Agreement pursuant to clause 15.1(a)(ii).

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## 7.6. Data Integrity

- (a) *The Customer will be responsible for all Customer Data entry and will remain responsible for the integrity of such data. Shortcuts will not have any liability for any Customer Data, including data Shortcuts' Representatives may enter in an effort to assist the Customer or any errors made in such efforts to assist the Customer. Shortcuts reserves the right to refuse to do data entry and the Customer agrees that the Customer is solely responsible for providing sufficient staff to perform any data entry required for the installation of the Software. If Shortcuts is responsible for migration of Customer Data (as set out in the Order Form), this clause will apply once the migration is complete.*
- (b) *The Customer bears full responsibility for:*
  - (i) *the content of any Customer Data that is maintained in the Software;*
  - (ii) *the selection and implementation of controls in its access and use of the Software;*
  - (iii) *the security of Customer Data; and*
  - (iv) *configuration data associated with the implementation of the Software.*

## 8. Audits

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- 8.1. *During the Licence Term and for a period of 1 year thereafter, the Customer will permit Shortcuts (or an independent representative engaged by Shortcuts), upon 30 days prior written notice, to audit (each an **Audit**) the deployment of the Software to the extent reasonably necessary to verify the Customer's compliance with the Licence Allocation, at such times during the Customer's regular business hours as Shortcuts may reasonably request. Shortcuts may exercise its right to Audit no more frequently than once each Licence Term, unless the Shortcuts becomes aware of an issue, in which case the Shortcuts may conduct an ad hoc Audit.*
- 8.2. *If an Audit indicates that there are more users of the Software than Permitted Users, the Customer will be invoiced the discrepancy and the Fees going forward will be updated.*
- 8.3. *The Customer acknowledges that the Licence Allocation reflects their unique usage requirements and Shortcuts is not capable of, nor responsible for, informing the Customer of an alternate Licence Allocation which may or may not better suit their needs.*
- 8.4. *If there is an underpayment of more than 3% of amounts otherwise payable, then the Customer must also reimburse Shortcuts for Shortcuts' reasonable and customary Audit expenses.*

## 9. Third-Party Materials

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- 9.1. *Shortcuts represents and warrants that it has the authority to sell Third-Party Materials (which are, where applicable, sold subject to this Agreement).*
- 9.2. *The Customer acknowledges that Shortcuts is not the manufacturer and therefore acknowledges that Shortcuts makes no warranties, conditions, representations or guarantees, express or implied, concerning the Third-Party Materials, as applicable.*
- 9.3. *Shortcuts assigns to the Customer the manufacturer's warranties, if any, applicable to the Third-Party Materials. Shortcuts makes no representations regarding the validity or enforceability of any such manufacturer's warranty.*

## 10. General Warranties

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- 10.1. *Each Party represents, warrants, and undertakes that:*
  - (a) *it has full power, capacity, and authority to execute, deliver, and perform its obligations under this Agreement;*
  - (b) *this Agreement is a bespoke agreement between the Parties, and the Party has been afforded every opportunity to seek external legal advice in relation to this Agreement, and has either requested and subsequently resolved every change to the Agreement necessary to reflect their best interests, or has decided to proceed on the basis that the Agreement is suitable as-is for their own purposes;*
  - (c) *it has, and will continue to have, all the necessary consents, permissions, licences, and rights to enter into and perform its obligations under this Agreement; and*
  - (d) *once executed, this Agreement constitutes legal, valid, and binding obligations, and is enforceable in accordance with its terms.*

## 11. Shortcuts Warranties

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- 11.1. *The Parties agree it is the Customer's responsibility to determine whether the Software is suitable for their requirements.*
- 11.2. *For a period of 90 days after the Launch Date, provided the Software is used in accordance with this Agreement and the Documentation, Shortcuts warrants that the Software will operate substantially in accordance with the Documentation.*

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- 11.3. If the Software materially fails to conform to the specifications as set forth in the Documentation, the Customer must notify the Shortcuts in writing of the details of the nonconformities. Shortcuts has 30 Business Days to correct, modify, or improve the Software to cure such nonconformities, after which the Customer has 15 Business Days to re-test the Software. During this period, if the Customer determines that the Software remains nonconforming with respect to the earlier identified nonconformities, the Customer must notify Shortcuts in writing, and may, at its option, either:
- (a) permit Shortcuts to perform additional modifications or corrections to the Software; or
  - (b) terminate this Agreement pursuant to clause 15.1.
- 11.4. Pursuant to clause 11.3(b), the Customer will be entitled to a refund of the Software Fees (Refundable Fees). Fees paid to Shortcuts for Software Services are non-refundable. Refundable Fees are calculated as the Software Fees less any Software Services Fees as provided in the Order Form(s). The Customer must exercise its termination option under clause 11.3(b) within 90 days from the Launch Date or the Software will be deemed accepted as-is and clause 11.2 will no longer apply.
- 11.5. The Customer acknowledges and agrees that Shortcuts does not warrant or guarantee that:
- (a) the Software will be continuous or fault-free, and while Shortcuts will make reasonable commercial efforts to restore any disrupted Services, Shortcuts will not be liable to compensate the Customer for any disruption to the Customer's business;
  - (b) the Software will be free of viruses, errors, bugs, malware, adware, spyware, or other adverse material (**Adverse Material**), or that any such Adverse Material will be able to be corrected. The Customer is solely responsible for all costs and expenses associated with any rectification, repair, or damages caused by such Adverse Material;
  - (c) the Software Services will safeguard the Customer's privacy, security, authenticity, or non-corruption of data;
  - (d) the Customer's use of the Software or Hardware (where applicable) provided by Shortcuts will lead to savings or increased revenue for the Customer; and
  - (e) the accuracy or usefulness of any comparative or benchmarking information made available to the Customer and the Customer acknowledges that such information reflects:
    - (i) the inputs from other Customers which Shortcuts cannot control; and
    - (ii) the sample size which depends on the number of Customers providing the information.
- 11.6. Except for the warranties provided in this Agreement and to the maximum extent permitted at Law, Shortcuts does not make any representation or warranty, express or implied, statutory or otherwise, regarding the Software, products, or services, including merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement, or results to be derived from the use of or integration with any other products or services provided under this Agreement, or that the operation of any software, products, or services will be secure, uninterrupted, or error-free.
- 11.7. Nothing in this Agreement excludes, restricts, or modifies any right or remedy, any guarantee, representation, warranty, condition, or other term, implied or Shortcuts by any applicable law which cannot lawfully be excluded or limited (**Non-Excludable Provision**).
- 11.8. If the Customer's remedy for a breach of the Non-Excludable Provision can be limited at Law, the liability of Shortcuts for a breach of the Non-Excludable Provision is limited to one or more of the following, at Shortcuts' sole discretion:
- (a) regarding goods: the replacement of the goods; the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; or
  - (b) regarding services: the supplying of the services again; or the payment of the cost of having the services supplied again.
- 11.9. Subject to clause 11.6, the Customer's exclusive remedy and Shortcuts' sole liability for breach of the warranty provided under clause 11.2 will be for:
- (a) Shortcuts to use commercially reasonable efforts to modify the Software so that it conforms to the warranty; and
  - (b) if Shortcuts fails to modify the Software so that it conforms to the warranty, the Customer may terminate this Agreement within 3 months of Shortcuts' failure.
- 11.10. Without limitation, Shortcuts will have no liability to the Customer or any third-party arising out of the Customer's failure to back-up the Software and Customer Data.

## 12. Indemnity

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- 12.1. Shortcuts will indemnify the Customer from any direct loss suffered by the Customer as a direct result of a claim by a third-party based on the Customer's use of the Software, within the scope of this Agreement, that infringes the third-party's IP Rights (**Third-Party Claim**). In order for the Customer to claim on the indemnity, the Customer must notify Shortcuts within 10 Business Days of becoming aware of a Third-Party Claim.

## Shortcuts Software Licence Agreement

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- 12.2. *In the event of a Third-Party Claim, or if Shortcuts believes that a Third-Party Claim is likely to be made, then Shortcuts will at its expense:*
- (a) *procure the right for Customer to continue using the Software;*
  - (b) *replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or*
  - (c) *if neither of the above are commercially practical, either Party may terminate this Agreement upon 5 Business Days written notice to the other.*
- 12.3. *If the Agreement is terminated under clause 12.2, Shortcuts' sole and exclusive liability and the sole and exclusive remedy of the Customer will be for Shortcuts to refund the Fees for the current Subscription Term, less an appropriately prorated amount for use, reflecting the number of months during which Customer enjoyed uninterrupted use of the Software.*
- 12.4. *Shortcuts has no obligation to defend the Customer or to pay any costs or legal fees for any action, Claim, or settlement that arises from:*
- (a) *the Customer's use of a version of the Software that was not, at the time the Claim arose, the current, unaltered version of the Software as provided by Shortcuts, including if Customer had failed to install Updates containing modifications which would make the Software non-infringing;*
  - (b) *Customer's combination, operation, integration, or interfacing of the Software with Third-Party Materials, other than Third-Party Materials with which the Software was intended to operate as specified in the Documentation, if such Claim would not have arisen but for such combination, operation, integration or interfacing (regardless of whether or not Shortcuts has advised the Customer that such use would likely result in a Third-Party Claim);*
  - (c) *the Customer's use of the Software in a manner other than as authorised by this Agreement, the Order Form, or the Documentation;*
  - (d) *Shortcuts' compliance with the designs, plans, or specifications furnished by or on behalf of the Customer;*
  - (e) *modifications to the Software by any person other than Shortcuts' Representatives; or*
  - (f) *the Customer's failure to accept any procured right to continue using the Software.*
- 12.5. *The Customer indemnifies Shortcuts from any loss, cost, liability or expense (including third-party claims) arising out of the Customer's use of the Payment Processor, including:*
- (a) *chargebacks, payment reversals, shortfalls, fines or penalties levied under the Stripe Agreement or by Financial Partners;*
  - (b) *any breach of the Stripe Agreement;*
  - (c) *any failure to observe PCI, AML or KYC requirements;*
  - (d) *and any privacy breach arising from the disclosure of Personal Information to Stripe.*

### 13. Limitation of liability

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- 13.1. *Subject to clause 11.8, 12.3 and clause 13.2, and except for liability which cannot be limited at Law, Shortcuts' entire liability under this Agreement or in any way related to this Agreement (including under an indemnity) will be limited to direct damages in an amount equal to the Fees paid by the Customer to Shortcuts during the 12-month period immediately preceding the first event giving rise to the Claim;*
- 13.2. *Neither Party will be liable for:*
- (a) *any special, punitive, indirect, incidental, or consequential damages arising from or related to this Agreement or in any way related to the Software and/or Software Services, or Hardware and/or Hardware Services (where applicable); or*
  - (b) *any loss of revenue, profits, goodwill or data, or data use (including as a result of Adverse Material), business interruption, failure to realise an expected saving, corruption of data, or Claims against them by any third-party;*
  - (c) *even if the Parties are advised, or may reasonably supposed to have been aware, of the possibility of such damages in advance.*
- 13.3. *Such limitations will apply regardless of whether the Claim arises based on contract, tort, negligence, or otherwise, and will apply to all relevant Order Forms and Documentation.*
- 13.4. *The Customer acknowledges that Shortcuts has relied on the Customer's representation that there is a valid and enforceable limit of liability.*

### 14. Term

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- 14.1. *This Agreement will commence on execution of this Agreement (**Commencement Date**) and will continue until:*
- (a) *all Licence Terms in the Order Forms have not been renewed; or*
  - (b) *the Agreement is terminated in accordance with clause 15,*

**(Term).**

- 14.2. The Term will automatically renew for the period of time titled "Renewal Term" as outlined in the latest valid Order Form (**Renewal Term**), unless either Party provides the other Party with a number of days' written notice equal to the Opt-Out Period, prior to the conclusion of the Licence Term. If the Renewal Term is not specified in the Order Form, the period of time is 1 year.
- 14.3. The Agreement will remain in effect during any Renewal Term, except as the Parties otherwise expressly agree to in writing.

## 15. Termination

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### 15.1. Termination for Cause

- (a) Subject to clause 11.9 or 12.2, this Agreement may be terminated:
- (i) immediately by notice if Party breaches a Material Term;
  - (ii) within 15 Business Days after written notice by a Party of a breach of any other term, provided the other Party fails to cure it;
  - (iii) immediately by notice if a Party becomes insolvent, a receiver, administrator, controller, or a liquidator is appointed, a Party assigns any of its property for the benefit of creditors or any class of them, or any proceedings have been commenced by or against a Party under any bankruptcy, insolvency, or similar laws; or
  - (iv) by Shortcuts if the Customer has not signed the Direct Debit Form in accordance with clause 7.1(b)(i);
  - (v) immediately by notice if a Party ostensibly ceases to carry on business; or
  - (vi) immediately where **the Customer's** Stripe Connected Account is terminated by Stripe due to fraud or non-compliance, constituting a breach of a Material Term.
- (b) If the Agreement is terminated under clause 15.1:
- (i) by the Customer, Shortcuts will be entitled to all Fees up to the date of the termination; or
  - (ii) by Shortcuts, Shortcuts will be entitled to all Fees up to the date of the termination as well as the Cancellation Fee, in recognition of Shortcuts' lost investments.
- (c) **Material Term** means clause 5, 7.1, 7.3, 7.4, 7.6, 10, 11.2, 16, or 17.

### 15.2. Termination for Convenience

- (a) After the initial term, either Party may terminate this Agreement for convenience by giving a number of days' written notice equal to the Opt-Out Period.
- (b) If Shortcuts terminates for convenience, Shortcuts will refund to Customer any pre-paid Fees that are for the remaining portion of the Licence Term from the date of termination.
- (c) The Customer acknowledges that the Software is sold on the basis that a portion of the cost of Implementation Activities and Training Activities is spread over the Term and therefore, if the Customer terminates for convenience Shortcuts will incur material expenses. As such, any pre-paid Fees will be refunded less the Cancellation Fee, which the Customer acknowledges constitutes a fair and reasonable recoupment of the discount offered to the Customer for the pre-payment. Shortcuts will not otherwise be liable for any loss or damage whatsoever arising from the termination.

### 15.3. Effect of Termination

- (a) Upon Termination:
- (i) any and all amounts owed to Shortcuts pursuant to this Agreement will be immediately due and payable;
  - (ii) all Licence Allocation license rights granted to the Customer will be immediately revoked and terminated;
  - (iii) Clauses 3, 5.2, 5.3, 11, 12, 13, 16, 18, and 19 will survive termination and continue in full force and effect in accordance with their terms; and
  - (iv) within 10 days following termination, the Customer will:
    - A cease using and will securely return to Shortcuts all copies of the Software and Documentation and confirm as such to Shortcuts in writing by the Implementation Contact or another duly authorised officer as agreed to in writing by Shortcuts;
    - B where applicable, cease using any Hardware in accordance with the Hardware Addendum; and
    - C remove any logos or trademarks of Shortcuts from the Customer's promotional or marketing material.

## 16. Confidentiality

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### 16.1. Confidential Information:

- (a) means information that is disclosed:
    - (i) by a Party to this agreement (the **Discloser**) or on the Discloser's behalf by its Representatives;
    - (ii) to the other Party to this Agreement (the **Receiver**) or its Representatives; and
    - (iii) in connection with the Purpose.
  - (b) includes (but is not limited to) the Software and Software Services, and Hardware and Hardware Services (if applicable).
  - (c) is not information that:
    - (i) is or becomes generally available to the public other than through the fault of the Receiver;
    - (ii) was within the Receiver's possession prior to its being furnished to the Receiver by or on behalf of the Discloser;
    - (iii) is independently developed by the Receiver or its Representatives without the use of any Confidential Information; or
    - (iv) is disclosed with the prior written consent of the Discloser.
- 16.2. The Parties will hold each other's Confidential Information in confidence and will not make each other's Confidential Information available in any form to any third-party for any purpose other than to the extent necessary to exercise its rights under this Agreement. Each Party must treat the Confidential Information of the other Party with the same degree of care as it would treat its own confidential information of a like nature, and in no case less than a commercially reasonable degree of care.
- 16.3. The Customer may only disclose the Confidential Information to its Permitted Users, and Shortcuts may only disclose the Confidential Information to its Representatives.
- 16.4. It is not a breach if Confidential Information is disclosed as a result of a judicial or administrative process, provided that the Party served with such process promptly notifies, to the extent legally permissible, the other Party and provides reasonable assistance so that the other Party may seek, at its own cost and expense, a protective order against public disclosure.
- 16.5. The Parties must each implement and enforce policies and contractual obligations with its Representatives to ensure its Representatives protect the Confidential Information.
- 16.6. The Parties recognise and agree that monetary damages are an inadequate remedy for breach of the obligations in this clause 16, and that any breach would result in irreparable harm to the non-breaching Party. In the event of such a breach, the non-breaching Party may seek injunctive relief from a court of competent jurisdiction to pursue those remedies available to it.

## 17. Privacy

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- 17.1. To the extent that the provisions of any privacy laws relevant to the Jurisdiction (**Privacy Laws**) apply to Personal Information handled in accordance with this Agreement, then the provisions of this Agreement are subject to the provisions of the Privacy Laws.
- 17.2. Personal Information means information which can reasonably identify an individual, or any other definition as given at Law.
- 17.3. Each Party represents and warrants that:
- (a) it will do all that is necessary in order to fully comply with all applicable Privacy Laws in relation to this Agreement including providing relevant notices to its customers and obtaining necessary rights and consents for use of Personal Information from its customers;
  - (b) it has taken reasonable steps to ensure that the Personal Information it uses or discloses to the other Party under this Agreement is up-to-date, complete and relevant having regard to the nature of the services; and
  - (c) any and all data communicated to the other Party in relation to performance of this Agreement has been collected or obtained in full compliance with this Agreement and the Privacy Laws in relation to the collection, storage, and use of Personal Information.
- 17.4. The Customer will assist Shortcuts as reasonably required to resolve any allegation or claim brought by a customer involving a breach of the Privacy Laws or otherwise an interference with the privacy of an individual.
- 17.5. The Customer authorises Shortcuts and its Representatives:
- (a) to collect, retain, and use any information about the Customer, whether collected by Shortcuts from the Customer directly (including through the Customer's use of Software) or obtained by Shortcuts from any other source for the purposes of:
    - (i) assessing the Customer's creditworthiness;
    - (ii) maintaining a database containing Customer's Inputs to the Software, which may be accessed by Customer in using the Software;

- (iii) making improvements to the Software;
  - (iv) marketing products and services to Customer; and
  - (v) collating it with other information to enable Shortcuts to provide, at its discretion, industry comparative and benchmarking information to any of its customers (including the Customer);
- (b) to disclose information about the Customer, whether collected by Shortcuts from the Customer directly (including through the Customer's use of Software) or obtained by Shortcuts from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a Default by the Customer.
- 17.6. Where the Customer elects to use the Payment Processor, the Customer expressly authorises Shortcuts to disclose Personal Information (including identity, payment card and bank account details) to Stripe for the purposes of establishing and maintaining the Connected Account, processing payments, performing KYC/AML checks and collecting Fees and shortfalls. The Customer represents that it has obtained all necessary consents from its own customers to permit those disclosures.

### 18. Dispute Resolution

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- 18.1. A Party claiming that a dispute or disagreement has arisen out of, or in connection with, this Agreement (a **Dispute**) will give written notice to the other Party providing particulars of the Dispute and designating which of its authorised officers has authority to settle the Dispute (the **Dispute Notice**).
- 18.2. The Parties will meet at a location or arrange a telephone conference as agreed between the Parties in writing within 10 Business Days of receipt of the Dispute Notice in good faith to seek to resolve the dispute amicably.
- 18.3. If the Dispute has not been resolved within 20 Business Days of receipt of the Dispute Notice, either Party may refer the dispute to mediation by way of notice to the other Party. A mediation will be administered by a mediator agreed between the Parties or if not agreed, recommended and accredited by Resolution Institute in accordance with Resolution Institute's professional mediation rules or an equivalent professional mediator in any jurisdiction outside of Australia (Mediator). The Parties must jointly pay the costs of the Mediator.
- 18.4. If the Dispute has not been resolved within 30 of the exhaustion of the dispute resolution process set out in Clause 18.3 and one or more Parties have made best reasonable efforts to resolve the Dispute, either Party may commence litigation.
- 18.5. Notwithstanding clause 16.6, if the process in this clause 18 is not followed, a Party may use this clause as evidence of a bar to litigation.

### 19. General

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- 19.1. **Assignment.** Neither Party may novate or assign the Agreement (or any of its rights or obligations), whether by operation of Law or otherwise, without the other Party's prior written consent (which is not to be unreasonably withheld). The Customer agrees to sign any transfer documentation required by Shortcuts as a condition of any change in ownership of the business where the Software is utilised. Any purported assignment in violation of this clause 19.1 will be void and of no effect.
- 19.2. **Export Compliance.** The Software, Hardware (if applicable), and related Services may be subject to export laws and regulations. Each Party represents that it is not named on any United States (US), European Union (EU), United Nations (UN), or Australian (AU) government-issued denied-party list. The Customer must not permit access or use of the Software or Hardware (if applicable) in a US-embargoed country, EU-embargoed country, or UN-embargoed country, AU-embargoed country, or in violation of any other applicable embargo, export law, or regulation.
- 19.3. **Anti-Corruption.** The Customer warrants it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Shortcuts' employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If the Customer learns of any violation of the above restriction, the Customer will use reasonable efforts to promptly notify Shortcuts.
- 19.4. **Modern Slavery.** Both Parties will comply with all applicable laws, statutes, regulations legally binding codes and sanctions relating to any modern slavery in the Jurisdiction (**Modern Slavery Laws**) and comply with any reasonable written request received from the other Party for the purposes of any annual reporting requirements under the Modern Slavery Laws.
- 19.5. **Bullying & Harassment.** Shortcuts supports the rights of all people to work in an environment free from bullying. The Parties are expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- 19.6. **Severability.** If any provision of this Agreement is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, all remaining provisions of the Agreement will be and remain in full force and effect.
- 19.7. **Waiver.** No delay by either Party in enforcing any of the terms or conditions of this Agreement will affect or restrict such Party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.
- 19.8. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the Parties and

*their representatives with respect to the subject matter of this Agreement. This Agreement will prevail over terms of any Customer-issued purchase order, request for tender, technical specification, or other design requirements, which will have no force or effect, even if Shortcuts accepts or does not otherwise reject them. Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement.*

- 19.9. **Counterparts.** *This Agreement may be executed in counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.*
- 19.10. **Digital Signatures.** *If any signature is delivered by email delivery of a Portable Document Format (PDF), or by using a web-based e-signature platform such as DocuSign (**E-Signature**), such signature will create a valid and binding obligation on the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such PDF signature page or E-Signature was an original signed document in hard-copy.*
- 19.11. **Non-Solicitation.** *During the Subscription Term and for a period of 1 year following the termination of this Agreement, each Party agrees not to solicit, recruit, or employ any employee of the other Party without the prior written consent of the Chief Executive Officer, President or Director of the other Party. For the purposes of this clause the term "employee," includes any person with such status at any time during the 6 months preceding any solicitation in question. This clause does not apply to the following forms of solicitation:*
- (a) *a Party using general bona fide solicitations directed at the public or industry participation in publications or internet resources not specifically targeted at employees of the other Party, or employing any person who responds to such solicitations;*
  - (b) *using search firms, or hiring any persons solicited by such search firms, so long as such firms are not advised by a Party to solicit employees of the other Party; or*
  - (c) *soliciting any person who has left the employment of the other Party prior to the date of this Agreement.*
- 19.12. **Subcontractors.** *Shortcuts may license or subcontract all or any part of its rights and obligations without the Customer's consent. Shortcuts will continue to remain liable for the performance of its rights and obligations by any licensee or subcontractor.*
- 19.13. **Independent Contractor.** *The relationship of the Parties established by this Agreement is that of independent contractors. This Agreement does not establish an employment, agency, joint venture or partnership relationship between the Parties. Nothing in this Agreement will be construed to permit either Party to bind the other or to enter into obligations on behalf of the other Party.*
- 19.14. **Notices.** *All notices under this Agreement must be in writing and will be deemed to have been given upon:*
- (a) *personal delivery;*
  - (b) *the third Business Day after being sent by pre-paid recorded post; or*
  - (c) *the next Business Day after being sent by email (as recorded on the device from which the email was sent) unless the sender receives an automated message that the email has not been delivered, in which case delivery will not have been effected.*
- Notices must be sent to the address of each Party as specified in the Order Form. Each Party may modify its elected recipient of notices by providing notice pursuant to this Agreement.*
- 19.15. **Force Majeure.** *Neither Party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control provided that the Party affected by such failure or delay gives the other Party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.*
- 19.16. **Modification.** *Shortcuts reserves the right to review this Agreement at any time. If, after such review, there is to be any change to this Agreement, then that change will take effect from the date on which Shortcuts notifies the Customer of such change by giving 30 days' prior written notice. If the Customer does not agree to any amendment or update of the new Agreement, Customer may terminate the Contract without further charge by giving Shortcuts at least 14 days written notice prior to the effective date of any amendment or update of the new Agreement.*
- 19.17. **Governing Law.** *This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed in the Jurisdiction. The parties submit to the exclusive jurisdiction of the Jurisdiction and any appellate Courts.*

# Shortcuts Software Licence Agreement

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## Schedule A. Fair Use Policy

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*This policy applies to the use of Shortcuts' Software. Any material or conduct that in Shortcuts' judgment violates this policy in any manner may result in suspension or termination of the Licence or removal of a Permitted User's account.*

1. *Permitted Users may not use the services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject Shortcuts to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this policy:*
  - a) *phishing or engaging in identity theft;*
  - b) *distributing computer viruses, worms, Trojan horses, or other malicious code;*
  - c) *distributing pornography or adult related content or offering any escort services;*
  - d) *promoting or facilitating violence or terrorist activities; and*
  - e) *infringing the intellectual property or other proprietary rights of others.*
2. *Customer will not and will ensure that Permitted Users do not directly or indirectly:*
  - a) *reproduce, modify, change the data structures, adapt or create derivative works of any part of the Software;*
  - b) *rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third-party;*
  - c) *provide the Software for the benefit of any third-party;*
  - d) *incorporate the Software into a product or service you provide to a third-party;*
  - e) *interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use;*
  - f) *reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to Resolve);*
  - g) *remove or obscure any proprietary or other notices contained in the Software;*
  - h) *use the Software for competitive analysis or to build competitive products;*
  - i) *publicly disseminate information regarding the performance of the Software; or*
  - j) *encourage or assist any third-party to do any of the foregoing.*
  - k) *make the Software available in any form to any person other than Customer's employees, agents and contractors whose job performance requires such access; and*
  - l) *allow access to the Software by any service bureau (subject to clause 16.4 of the Agreement), third-party outsourcer, a competitor of Shortcuts, or other similar third-party service provider unless Shortcuts consents to such access in writing.*
3. *Customer must use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Software.*
4. *All legends, trademarks, trade names, copyright marks and other proprietary notices included in the original copies of the Software must be maintained as part of all testing, archival, back-up or other copies of the Software made by Customer.*
5. *The Customer may make a reasonable number of copies of the Software for testing, archival and/or back-up purposes, to be used only when the primary copies of the Software are not operational. All legends, trademarks, trade names, copyright marks and other proprietary notices included in the original copies of the Software must be maintained as part of all testing, archival, back-up or other copies of the Software made by the Customer.*
6. *If applicable. If the Customer's use of text messages or emails exceeds Shortcuts' estimated averages in any month (with Shortcuts acting reasonably), then Shortcuts may ask the Customer to moderate its usage. Shortcuts reserves the right, on 5 days further notice, to charge for excessive use according to the current price list or to remove the service from the Customer's account.*

# Shortcuts Software Licence Agreement

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## Schedule B. Payment Processing Terms

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### Option A – Credit Card Payment

1. *In respect of the payment obligations under this Agreement, if the Customer uses a credit card to pay the Fees or any other amounts, the Customer:*
  1. *warrants that it is authorised to use the credit card to meet its payment obligations;*
  2. *authorises Shortcuts to debit amounts against the credit card in respect of the Price and other amounts payable; and*
  3. *acknowledges that a credit card surcharge will apply (as set out in the Order Form, or otherwise 1.2% of the total transaction).*
  4. *the Customer acknowledges that, where it provides credit card information online, Shortcuts does not collect payment information itself. Instead, the Customer will be redirected to the Customer's payment processor's website, which collects the payment information directly.*
2. *Payment will be processed by credit card unless the Customer and Shortcuts agree to process the payment by or another payment method.*
3. *Where the Customer provides credit card details over the phone, Shortcuts will collect the payment information directly from the person providing the details and will transfer those details to the Customer's payment processor. After receiving confirmation of the payment from the payment processor, Shortcuts may retain this payment information in a secure location in accordance with Shortcuts' internal record retention policies.*
4. *Shortcuts may debit the Fees or any other amount under this Agreement against the credit card on or after the date that is stated on the invoice. If no time is stated, then the credit card will be debited on or after the date of the invoice.*
5. *Where a credit card transaction is declined for any reason (for example, because there are insufficient funds or the credit card has been suspended or cancelled) or the Customer withdraws Shortcuts' authorisation to use a particular credit card, then the Customer must immediately provide Shortcuts with details of an alternative credit card which can be used to meet the Customer's obligations under this Agreement.*
6. *Where the Customer does not have an alternative credit card, the Customer must immediately pay the relevant amount using direct debit or an alternative method of payment agreed by Shortcuts.*

### Option B – Direct Debit

7. *Payment will be processed by direct debit unless the Customer and Shortcuts agree to process the payment by another payment method.*
8. *Customer's bank account details will be provided to the Customer's payment processor. After receiving confirmation of the payment from the payment processor, Shortcuts will retain this payment information in a secure location in accordance with Shortcuts' internal record retention policies.*
9. *Shortcuts may debit the Fees or any other amount under this Agreement on or after the date that is stated on the invoice. If no time is stated, then the Fees will be debited on or after the date of the invoice.*
10. *Where a direct debit transaction is declined for any reason (for example, because there are insufficient funds or the bank account has been suspended or cancelled) or the Customer withdraws Shortcuts' authorisation to use a particular bank account, then the Customer must immediately provide Shortcuts with details of an alternative bank account which can be used to meet the Customer's obligations under this Agreement.*
11. *Where the Customer does not have an alternative bank account, the Customer must immediately pay the relevant amount using an alternative method of payment agreed by Shortcuts.*
12. *The Customer may defer or alter a debit payment by giving Shortcuts at least fourteen days written notice before the next debit day.*
13. *The Customer may stop a debit payment, or cancel a direct debit request, by giving Shortcuts at least fourteen days written notice before the next debit day. The Customer can also cancel a direct debit request by contacting the Customer's own financial institution directly.*
14. *Shortcuts may vary the terms of the direct debit request by giving the Customer at least fourteen days written notice.*
15. *It is the Customer's responsibility to ensure there are sufficient cleared funds available in my/our account so that the debit payment can be processed in accordance with the direct debit request. If there aren't sufficient clear funds available in the Customer account, the Customer:*
  1. *may be charged a fee and/or interest by the Customer's financial institution;*
  2. *may also incur fees that are payable to Shortcuts; and*
  3. *must arrange for the payment to be made by another method.*
16. *If the debit day falls on a day that isn't a business day, Shortcuts may debit the Customer's account on the following business day. (The Customer can ask their financial institution if they're unsure which day their account will be debited.)*

17. *If the Customer believes there's been an error in debiting their account, the Customer should notify Shortcuts in writing as soon as possible. The Customer can also contact their financial institution. If Shortcuts concludes that there's been an error, it will let the Customer know and arrange for the Customer's financial institution to adjust their account (including interest and charges) accordingly. If Shortcuts concludes that there hasn't been an error, it will let the Customer know the reasons and any evidence for this finding.*

# Shortcuts Software Licence Agreement

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## Schedule C. Hardware Addendum

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*If the Customer is purchasing, leasing, or financing Hardware from Shortcuts, the following clauses apply:*

### 1. Defects

- 1.1. *The Customer will, within 7 days after Hardware Supply, notify Shortcuts of any alleged defect, shortage in quantity, damage, or failure of the Hardware to comply with the Documentation. The Customer will afford Shortcuts the opportunity to inspect the Hardware within a reasonable time following Hardware Supply if the Customer believes the Hardware is defective in any way.*
- 1.2. *If the Customer fails to comply with these provisions, the Hardware will be presumed to be free from any defect or damage.*
- 1.3. *For defective Hardware, which Shortcuts has agreed in writing that the Customer is entitled to reject, Shortcuts' liability is limited to either replacing the Hardware or repairing the Hardware, at Shortcuts' discretion.*

### 2. Returns

- 2.1. *Except to the extent where required at Law, returns will only be accepted provided that:*
  - 2.1.1. *the Client has complied with the provisions of this schedule;*
  - 2.1.2. *the Seller has agreed in writing to accept the return of the Hardware;*
  - 2.1.3. *the Hardware is returned at the Customer's cost within 7 days of the date of Hardware Supply;*
  - 2.1.4. *the Seller will not be obligated to accept back Hardware which has not been stored or used in a proper manner; and*
  - 2.1.5. *the Hardware is returned in the condition in which it was delivered and with all Documentation, packaging material, brochures, and instruction material, in as new condition as is reasonably possible in the circumstances.*
- 2.2. *Shortcuts may (in its discretion, to the extent that such a discretion is permissible at Law) accept the return of Hardware for credit, but this may incur a handling charge of up to 5% of the value of the returned Hardware plus any freight charges.*

### 3. Security Interests

- 3.1. *Until such time as payment of all Fees payable under this Agreement are received in full (whether by lease or sale) the Customer grants to Shortcuts a security interest in all Hardware.*
- 3.2. *A copy of this Agreement may be filed, or Shortcuts may apply for any registration, or give any notification, in connection with the security interest, with, to, or on appropriate authorities or registers in the Jurisdiction at any time before or after execution by the Customer, including a financing statement in order to perfect and/or register Shortcuts' security interest in the Hardware. The Customer agrees to execute and deliver any additional document or instrument and provide all other assistance as Shortcuts may reasonably request from time to time to establish, perfect, register, give effect to and/or enforce Shortcuts' security interest in the Hardware applicable in Customer's place of business.*
- 3.3. *Shortcuts will not, unless any requirement or obligation cannot be lawfully excluded, be obliged to comply with any requirement or obligation of any law in connection with the security interest, including, without limitation, giving to Customer any notice of any form or making any disclosure.*
- 3.4. *Customer acknowledges and agrees that this Agreement constitutes a security agreement for the purposes of the Law. The Customer will:*
  - 3.4.1. *sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Shortcuts may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;*
  - 3.4.2. *indemnify, and upon demand reimburse, Shortcuts for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Hardware charged thereby;*
  - 3.4.3. *not register a financing change statement or a change demand without the prior written consent of Shortcuts; and*
  - 3.4.4. *immediately advise Shortcuts of any material change in its business practices of selling the Hardware which would result in a change in the nature of proceeds derived from such sales.*
- 3.5. *If the Jurisdiction is New Zealand:*
  - 3.5.1. *Shortcuts and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the Personal Properties Securities Act 1999 (NZ) (PPSA) will apply to these Terms.*
    - 3.5.1.1. *The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.*

3.5.1.2. Unless otherwise agreed to in writing by Shortcuts, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

#### 4. Not Covered by Hardware Maintenance

- 4.1. Shortcuts is under no obligation to provide Hardware Services in respect of any Hardware modified by the Customer or some other third Party without Shortcuts' express prior written approval.
- 4.2. Shortcuts will not be responsible for and the Hardware Services will not cover the repair of damage resulting from, or furnishing parts required as a result of, causes other than ordinary wear and tear, including:
  - 4.2.1. neglect;
  - 4.2.2. misuse (including faulty repair or maintenance by unauthorized Parties);
  - 4.2.3. accidents;
  - 4.2.4. vandalism;
  - 4.2.5. failure of electrical power;
  - 4.2.6. air conditioning;
  - 4.2.7. humidity control;
  - 4.2.8. or acts of force majeure.
- 4.3. The Customer agrees that Shortcuts will not be responsible for the installation specifications (including cabling, power, space, etc.), or the installation, operation, maintenance, or technical support of the Hardware unless expressly agreed in writing between Shortcuts and the Customer.

#### 5. Option A – Hardware Lease

- 5.1. The Customer acknowledges and agrees that the Hardware remains the property of Shortcuts at all times and is returnable on demand by Shortcuts. If the Hardware is not returned to Shortcuts in the condition it was delivered, Shortcuts retains the right to charge the price for repair or replacement of the Hardware.
- 5.2. The Customer agrees to:
  - 5.2.1. keep the Hardware in the Customer's own possession and control and will not assign the benefit of the Hardware nor be entitled to a lien over the Hardware;
  - 5.2.2. not alter or make any additions to the Hardware, including defacing or erasing any identifying mark, plate or number on or in the Hardware, or in any other manner interfere with the Hardware;
  - 5.2.3. keep the Hardware, complete with all parts and accessories, clean and in good order as delivered, and to comply with any maintenance schedule as advised by Shortcuts;
  - 5.2.4. accept full responsibility for the safekeeping of the Hardware;
  - 5.2.5. insure or self-insure Shortcuts' interest in the Hardware;
  - 5.2.6. indemnify Shortcuts against physical loss or damage including the perils of accident, fire, theft and burglary and all other usual risks; and
  - 5.2.7. effect adequate insurance covering any loss, damage or injury to property or persons arising out of the use of the Hardware. Further, the Customer will not use the Hardware nor permit it to be used in such a manner as would permit an insurer to decline any claim.

#### 6. Option B – Hardware Sale

- 6.1. The Customer may purchase Hardware at the Fees indicated in the Order Form (the **Hardware Order**).
- 6.2. The Customer will be responsible for all delivery costs associated with the Hardware Order. Payment by the Customer of delivery costs will be due and payable upon its receipt of Shortcuts' invoice.
- 6.3. Supply of the Hardware to the Customer (**Hardware Supply**) occurs when the Customer takes possession of the Goods at the Customer's address, unless Shortcuts informs the Customer, whether verbally or in writing, that the Customer takes possession of the Hardware at Shortcuts' address.
- 6.4. Delivery of the Hardware to a third-party nominated by the Customer is deemed to be Hardware Supply for the purposes of this Agreement.
- 6.5. Upon Hardware Supply, all risk for the Hardware will pass to the Customer.

### Title to the Products

6.6. *The Customer and Shortcuts agree that:*

6.6.1. *ownership of the Hardware will not pass until:*

A *the Customer has paid the Fees for the Hardware; and*

B *the Customer has met all other obligations due by the Customer to Shortcuts in respect of the Agreement;*

6.6.2. *receipt by Shortcuts of any form of payment other than cash will not be deemed to be payment until that form of payment has been honoured, cleared, or recognised and until then Shortcuts' ownership or rights in respect of the Hardware will continue;*

6.6.3. *until such time as ownership of the Hardware passes from Shortcuts to the Customer, Shortcuts may give notice in writing to the Customer to return the Hardware or copies of it to Shortcuts. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Hardware will cease; and*

6.6.4. *if the Customer fails to return the Goods to Shortcuts, then Shortcuts or Shortcuts' Representatives may, on reasonable notice, enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Hardware is situated, and take possession of the Hardware and/or any copies of the Hardware.*

## Schedule D. Merchant (Stripe) Payment Processing Terms

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### 1. Definitions

1.1. Capitalised terms not defined in the body of this Schedule have the meaning given them in the Agreement or in the Stripe Agreement.

In addition:

1.1.1. Eligible Fees, Net Monthly Card Volume, Pricing Page, Financial Partner, Connected Account and related terms have the meanings given in the attached Stripe Fee Schedule;

1.1.2. Stripe has the meaning given in the Agreement; and

1.1.3. Stripe Agreement means the applicable version of Stripe's standard form Services Agreement located at <https://stripe.com/au/legal/ssa> as updated from time to time, and the Stripe Services Fee Schedule attached to this Agreement.

### 2. Appointment & Operation

2.1. Where the Customer elects the Stripe option (by ticking the box in the Order Form), Shortcuts will onboard the Customer as a Connected Account on Shortcuts' Stripe Platform.

2.2. The Customer authorises Shortcuts to act as its agent for the sole purpose of establishing and maintaining the Customer's Connected Account, subject to the terms of the Stripe Agreement.

2.3. The Customer agrees to provide all information and documentation required by Stripe for KYC, AML and PCI purposes and to keep that information current.

2.4. If Stripe refuses to onboard the Customer or later terminates the Customer's Connected Account because of fraud, non-compliance or otherwise, the Customer remains liable to Shortcuts for any uncollected Fees and may have its right to use the Software terminated for cause.

### 3. Fees

3.1. The Customer will pay all Fees due for use of the Software to Shortcuts.

3.2. Where the Stripe option applies, the Customer acknowledges that Stripe will impose its own fees in addition to the Fees payable under the Agreement, including;

3.2.1. per-transaction percentage and fixed amounts;

3.2.2. foreign exchange fees;

3.2.3. optional payment method fees;

3.2.4. Managed Risk/ Radar fees;

3.2.5. Faster Payout fees;

3.2.6. Minimum Fee Commitments; and

3.2.7. Shortfall mechanics.

3.3. The fees listed above in 3.2 will be deducted from the receipts credited to the Customer's Connected Account or invoiced directly to the Customer per Stripe's mechanics, as Shortcuts does not markup Stripe's fees.

3.4. The Customer acknowledges that Shortcuts' own obligation to pay Stripe arises from Shortcuts' User relationship under the Stripe Agreement and that the Customer's obligations to pay its own Share of those costs flow through by operation of this Schedule.

### 4. Payment & Collection Mechanics

4.1. Stripe will settle funds to the Customer's nominated bank account in accordance with the Payout Schedule selected by the Customer (e.g. daily automatic for Faster Payouts) provided the Customer complies with the conditions in Section 5 of the Stripe Fee Schedule.

- 4.2. If there is a failure of settlement (e.g. due to an overdrawn Customer bank account, chargeback, reversal, network failure or any other cause attributable to the Customer), the Customer's obligation to pay continues unaffected – for the purposes of the Agreement the amount remains unpaid, and the Customer is in Default.*
- 5. Compliance & Conduct*
  - 5.1. The Customer must comply at all times with:*
    - 5.1.1. the Stripe Agreement;*
    - 5.1.2. the Stripe Fee Schedule;*
    - 5.1.3. applicable PCI, AML, and KYC standards;*
    - 5.1.4. fraud prevention best practice; and*
    - 5.1.5. all other Payment Processor rules of Stripe, its Financial Partners, scheme providers, and applicable law.*
  - 5.2. the Customer warrants that it will not use Stripe to process unlawful transactions and that all payments processed through Stripe relate solely to the lawful provision of the Software and any ancillary services which the Customer is authorized to resell or receive.*
- 6. Termination & Consequences*
  - 6.1. To the extent the termination mechanics set out in Section 4.4 of the Stripe Fee Schedule apply, they flow through:*
    - 6.1.1. if the Customer terminates its Stripe relationship because of a material breach by Stripe or insolvency, commitments are prorated and no future commitment terms apply; and*
    - 6.1.2. if Stripe terminates because of the Customer's material breach, all future Minimum Fee Commitments come due immediately.*
  - 6.2. In all other respects the Agreement's termination provisions apply, whereby an event of Default arising out of an unresolved Stripe dispute or failure will entitle Shortcuts to suspend or terminate the Agreement for cause.*
- 7. Indemnity & Release*
  - 7.1. The Customer indemnifies and releases Shortcuts from any loss, cost, liability or expense arising out of the Customer's relationship with Stripe, including (without limitation);*
    - 7.1.1. failed or reversed payments;*
    - 7.1.2. improper or fraudulent card processing;*
    - 7.1.3. Network Cost adjustments;*
    - 7.1.4. shortfalls arising under the Minimum Fee Commitments;*
    - 7.1.5. fines and penalties levied against Shortcuts due to the Customer's acts or omissions;*
    - 7.1.6. data breaches arising from the transfer of Personal Information to Stripe; and*
    - 7.1.7. the Customer's own breach of the Stripe Agreement or of applicable law.*
- 8. Privacy*
  - 8.1. The Customer consents to Shortcuts sharing Personal Information with Stripe for the purposes of establishing and maintaining the Customer's Connected Account, processing payments, performing KYC/AML checks and enforcing the Stripe Agreement.*
  - 8.2. The Customer represents that it has obtained all necessary consents from its end-users or customers to permit those disclosures and recognises that Stripe's own privacy practices (as described in the Stripe Agreement) apply to the information once disclosed.*
- 9. Miscellaneous*
  - 9.1. The terms of Schedule D may not be amended except in writing signed by the parties.*

- 9.2. *To the extent the terms of Schedule D conflict with the rest of the Agreement, Schedule D governs in respect of the subject matter of payment processing via Stripe.*
- 9.3. *. The Customer acknowledges that by ticking the Stripe box on the Order Form, it has read, understood and accepted the terms of Schedule DC and the incorporated Stripe Agreement.*