



1. Parties

- 1.1 This Master Subscription Agreement (this “**Agreement**”) is made and entered into by and between:
 - 1.1.1 Wevr Pty Ltd (ACN 665 121 540) (“**Wevr**”); and
 - 1.1.2 the entity named as Customer in the applicable Order Form (“**Customer**”), each a “**Party**” and collectively, the “**Parties**”.
- 1.2 For the purposes herein, “**Order Form**” means an ordering document or online order in respect of one or more subscription plans (each, a “**Subscription Plan**”) and/or other services provided by Wevr that may be entered into between Customer and Wevr from time to time. By entering into an Order Form, Customer agrees to be bound by the terms of this Agreement which shall govern the provision of such Subscription Plan(s) and/or other services.
- 1.3 By entering into this Agreement, Customer represents that they are eighteen (18) years of age or older and have the legal capacity to enter into a legally binding agreement.

2 Effective Date and Term

- 2.1 This Agreement is effective between Customer and Wevr as of the date Customer executes the applicable Order Form between Wevr and Customer that references this Agreement. The term of this Agreement shall continue until all Subscription Plans to which the applicable Order Form relates have expired or terminated or this Agreement has been terminated in accordance with the terms hereof or as otherwise agreed between the Parties.
- 2.2 Wevr may from time to time amend or update the terms of this Agreement for the purposes of consistency with future developments, industry trends and/or any changes in legal or regulatory requirements as Wevr deems appropriate and will publish such amended or updated terms (“**Updated Terms**”) on its website together with the effective date of publication. Such Updated Terms will be effective and binding on the Parties upon publication or such other timing as Wevr may specify in connection with such Updated Terms. Customer agrees that any publication of Updated Terms in the manner as aforesaid shall constitute sufficient notice of the same to Customer, and Customer’s continued access and/or use of a Subscription Plan shall constitute an affirmative acknowledgement and acceptance by Customer of the Updated Terms.

3 Subscription Plan, Fees and Taxes

- 3.1 Wevr shall make available to Customer the number of seats in relation to each Subscription Plan as set forth in the applicable Order Form.



- 3.2 Customer shall pay Wevr fees calculated in accordance with the applicable Order Form as consideration for each Subscription Plan provided and licences granted to Customer under this Agreement (the “**Fees**”).
 - 3.3 Save as otherwise set forth in this Agreement, each Subscription Plan shall begin on the date specified as the Subscription Start Date and subsist for the duration of the period of the applicable Subscription Plan, in each case, as set forth in the applicable Order Form in respect of such Subscription Plan. Customer irrevocably commits to each Subscription Plan purchased for the entire duration of the period of the applicable Subscription Plan and will make prompt payment of the Fees whenever they fall due. Save as otherwise agreed herein, the Parties agree that all payment obligations are non-cancellable and all Fees paid are non-refundable, whether the Fees are paid upfront, on a periodic basis or otherwise.
 - 3.4 Except as otherwise specified in an Order Form, subscriptions will automatically renew for the same duration as the period specified in the Customers applicable immediately prior Subscription Plan, unless either Party gives the other Party written notice of its intent not to renew at least 30 days before the end of the period specified in the applicable immediately prior Subscription Plan. Except as expressly provided in the applicable Order Form, renewal of subscriptions will be at Wevr’s applicable list price as determined by Wevr in its sole discretion for the relevant Subscription Plan in effect at the time of the applicable renewal, without any discounts or pricing incentives, including Applied Discount(s), as may be specified in the applicable Order Form.
 - 3.5 The Fees are exclusive of all applicable consumption or transaction based taxes (such as Goods and Services Tax or Value Added Tax) that may be imposed by any government body or authority that has the jurisdiction to do so (collectively, **Taxes**). Customer shall pay and be responsible for all Taxes in relation to this Agreement. Customer agrees that Wevr may use the billing details provided by Customer in the Order Form to determine whether any Taxes are applicable. The Parties agree that each of them is responsible for any taxes imposed on the net income of the respective Party.
- 4 Proprietary Rights and Licences
- 4.1 Wevr shall make available to Customer such data as may be exported, downloaded or otherwise accessed by Customer via the respective Subscription Plan(s) subject to the terms and conditions of this Agreement (the “**Licensed Data**”).



- 4.2 Subject to the terms and conditions of this Agreement, Wevr grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable licence to access and use the Licensed Data (the “**Licence**”) made available by Wevr in relation to a Subscription Plan for the duration of such Subscription Plan as maintained by Customer (the “**Licence Term**”).
- 4.3 Customer acknowledges and agrees that all intellectual property rights, including any copyright or trade secret, in the Licensed Data shall remain the sole and exclusive property of Wevr. Customer has no right, title or interest in such intellectual property rights other than the limited right to use such Licensed Data as expressly set out in and subject to the terms of this Agreement.
- 4.4 Customer acknowledges that suggestions, enhancement requests, recommendations, corrections or other feedback relating to the Subscription Plan(s) or Licensed Data may be provided to Wevr by Customer or its Representatives from time to time (“**Feedback**”), and Customer agrees to grant all rights, title and ownership in and to all such Feedback to Wevr. To the extent ownership rights are not effectively transferred to Wevr above, Customer grants to Wevr a worldwide, perpetual, irrevocable, royalty-free licence to use, distribute, disclose, and make and incorporate any Feedback into Wevr’s services, and Wevr may use the Feedback for any and all commercial and non-commercial purposes with no obligation of any kind to Customer, provided that Wevr does not identify the Customer as the source of the Feedback (unless Customer consents to being so identified).

5 Licence Restrictions

- 5.1 Customer represents, warrants, and undertakes to Wevr that:
 - 5.1.1 The Licensed Data may only be used within Customer’s own organisation by Customer’s employees, contractors or agents acting for such purposes on Customer’s behalf (“**Representatives**”), in accordance with and subject to the terms of this Agreement. The Customer must ensure and procure that all Representatives comply with the Customer’s obligations under this Agreement. The Customer agrees to be responsible for the acts and omissions of all Representatives that use the Service.
 - 5.1.2 Customer shall not without Wevr’s written consent distribute, disclose or otherwise make available any Licensed Data to any third party, except to individual Representatives performing work for and on behalf of Customer to the extent that such Representatives need the Licensed Data to perform such work, and



provided that such Representatives (a) only use the Licensed Data strictly in such capacities and not for any other purposes, (b) do not retain the Licensed Data, (c) are bound by terms at least as protective of the Licensed Data as those set forth in this Agreement, and (d) any reproduction of the Licensed Data is without change and includes any Wevr logos or other branding including watermarks. Customer shall be and remain fully responsible to Wevr for any non-compliance by any of its Representatives of such terms and any other terms herein applicable to the use of or access to Licensed Data.

5.1.3 Without limiting the generality of the foregoing and notwithstanding any provision of this Agreement, Customer shall not (whether directly or indirectly), and shall procure that its Representatives do not, use or permit the use of any Licensed Data (a) to prepare an original database or a comparison to other databases that are sold, rented, published, or furnished in any manner to a third party; (b) for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any compilation of information that is sold, rented, published, or furnished in any manner to a third party; or (c) by voluntarily producing the Licensed Data in legal proceedings.

5.1.4 Customer undertakes not to, and shall procure that its Representatives and any other person who has access to any Licensed Data or any Subscription Plan will not, “crawl”, “scrape”, “spider” or otherwise copy, extract, store or reproduce any data or content from Wevr’s websites and subdomains in any manner that Wevr deems to be fraudulent, deceptive, threatening, harmful, illegal, or otherwise objectionable in Wevr’s sole discretion. Customer shall make every effort, in accordance with the best industry practices, to secure the Licensed Data and to prevent the unauthorised access to, and use or disclosure of, the Licensed Data.

6 Confidentiality

6.1 Customer may not use any Confidential Information for any purpose other than the performance of his obligations under this Agreement, and will not disclose such Confidential Information to any person except to its directors, officers, employees, agents or advisors with a need to know such information and who are bound by obligations of confidentiality



no less restrictive than those set forth in this Agreement.

Customer shall be and remain fully responsible to Wevr for any non-compliance by any of such persons of such terms.

6.2 Without limiting the obligations in Clause 6.1, Customer shall make every effort to prevent the unauthorised access to, and use or disclosure of, the Confidential Information.

6.3 “Confidential Information” means the terms and conditions of this Agreement and all Order Forms made between Wevr and Customer, and information (whether in tangible or intangible form) provided to Customer by Wevr, including but not limited to (a) all current and future information, know-how, processes, plans and intentions, transactions or transaction details, works in progress, software, data, algorithms, techniques, methods and/or trade secrets, (b) any data or information relating to Wevr’s business, development, systems, legal, design, marketing, pricing or sales operations, and (c) any other information which may reasonably be understood to be confidential in the circumstances. Confidential Information shall include all such information disclosed, whether in writing, orally, visually, or in the form of software, models, recordings, or other items which contain such information.

6.4 This clause shall survive the expiry or the termination of this Agreement.

7 Disclaimer

7.1 Customer agrees and acknowledges that all Subscription Plans and Licensed Data are provided by Wevr on an “as is” and “as available” basis, with no representations or warranties of any kind, express or implied. In particular, Wevr provides no representations or warranties about the accuracy, completeness, authenticity, usefulness, timeliness, reliability, availability, appropriateness, fitness for a particular purpose, merchantability, non-infringement, or sequencing of any Subscription Plan or Licensed Data, and assumes no responsibilities for the use of any Subscription Plan or Licensed Data by Customer.

7.2 All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and conditions and warranties which cannot be excluded, Wevr’s liability to Customer is limited, as far as law (including statute) permits, to resupplying the Licensed Data under the Subscription Plan or paying the cost of resupplying the Licensed Data under the Subscription Plan.



7A. No Financial Advice

7A.1 The Licensed Data under the Subscription Plan and any other material provided are for the Customers information purposes only. Customer should consult a financial advisor before making any financial decisions based upon the Licensed Data or any other material provided. The use by Customer of the Licensed Data and any other material provided is at Customers own risk, and Customer assumes all risks associated with such use. To the maximum extent permitted by law, Customer agrees that the Licensed Data and any other material provided does not constitute financial advice.

8 Indemnity

8.1 Customer shall indemnify and hold Wevr harmless from any and all liabilities, damages, claims, losses, costs and expenses (including legal fees) suffered or incurred by Wevr or any of its directors, officers, employees or agents arising from any claims, demands, proceedings, investigations or actions brought against Wevr or any such persons in relation to (i) a breach of Customer's warranties, representations and obligations under this Agreement, or (ii) the use or disclosure of the Licensed Data by Customer or any of its directors, officers, employees, contractors, or agents, including without limitation any allegation that any intellectual property rights of a third party have been infringed due to such use or disclosure.

9 Limitation of Liability

- 9.1 Wevr's total liability to Customer for all claims of any kind for any damages, claims, losses, costs and expenses of any kind arising out of or in relation to the performance or breach of this Agreement shall not exceed the Fees paid under this Agreement during the period of the applicable Subscription Plan immediately prior to the event giving rise to such liability.
- 9.2 Wevr shall not be liable to Customer or any other party in any event, including in relation to this Agreement or the use of any Subscription Plan or Licensed Data, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for any indirect, incidental or consequential losses or damages of any kind, including without limitation loss of use, revenue or profit arising from Customer's use of any Subscription Plan or Licensed Data, even if advised of the possibility of such losses or damages.
- 9.3 The Parties agree that the liability provisions set out in clauses 9.1 and 9.2 are an allocation of risk as between them, which is reflected in the pricing of the Subscription Plan.

10 Suspension and Termination



- 10.1 Wevr may suspend or terminate this Agreement, any Licence or any Subscription Plan with immediate effect should Customer fail to perform any of its obligations or breach any of the terms under this Agreement or breach or fail to comply with any applicable law or regulation (“Cause”), save that where the failure or breach is considered, at the sole discretion of Wevr, to be capable of remedy and Wevr provides notice of the same to Customer, Customer shall have a period of thirty (30) days to remedy such failure or breach before Wevr may exercise the foregoing right to such suspension or termination.
- 10.2 Without prejudice to the undertakings and obligations of Customer hereunder, Wevr may suspend or terminate this Agreement, any Licence or any Subscription Plan at any time without Cause with thirty (30) days’ notice, and in any such event, Wevr will refund any Fees already paid by Customer and/or release Customer from payments of further Fees, in each case, in respect of any unused period remaining of any relevant Subscription Plan(s) to which Customer has subscribed.
- 10.3 Upon any suspension, expiration or termination of a Subscription Plan for any reason, all rights and licences granted to Customer to access and use the Licensed Data supplied in relation to such Subscription Plan shall automatically cease and Customer shall immediately cease all use of such Licensed Data. Upon the suspension, expiration or termination of this Agreement for any reason, all rights and licences granted to Customer to access and use any and all Licensed Data shall automatically cease and Customer shall immediately cease all use of all such Licensed Data.
- 10.4 For the avoidance of doubt, the suspension, expiration or termination of any Subscription Plan or this Agreement shall not affect the continued operation of the provisions of this Agreement which by their nature are intended to survive such suspension, expiration or termination, including without limitation Clauses 4 to 15 of this Agreement.

11 Use of Name and Publicity

- 11.1 Customer agrees to grant Wevr a limited, non-exclusive right and licence to use the name and logo(s) of Customer (as may change from time to time) in Wevr’s marketing materials or other oral, electronic or written promotions, including but not limited to naming Customer as a customer of Wevr’s services on the home page of Wevr’s website. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including but not limited to press releases and case studies highlighting the relationship between the Parties.



12 Assignment

- 12.1 Customer shall not assign, delegate or otherwise transfer this Agreement or any right or obligation herein (including any licence) without the express prior written consent of Wevr. Wevr reserves the right to assign its rights and obligations under this Agreement.

13 Entire Agreement and Order of Precedence

- 13.1 This Agreement must be read in conjunction with the applicable Order Form and any Terms and Conditions of Use in effect from time to time that apply to users of the Service, which are hereby incorporated by reference as part of this Agreement (**Terms and Conditions of Use**). Together they constitute the entire agreement and understanding of the Parties. This Agreement supersedes all prior oral or written agreements, understandings or arrangements between the Parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) Terms and Conditions of Use. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14 Exclusion of Third Party Rights

- 14.1 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the Parties hereto) any right, benefit or remedy under this Agreement.

15 Governing law

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, and any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved in accordance with such laws.

16 Notices

- 16.1 All notices in relation to this Agreement may be given by email by a Party to the other Party. In the case of Customer, the email address to be used is as set out in the Order Form. In the case of Wevr, the email address to be used is support@wevr.ai