

END-USER LICENSE AGREEMENT

FOUR QUADRANT LEARNING PTY LTD. TERMS AND CONDITIONS OF ACCESS AND USE

These terms form part of the agreement between Four Quadrant Learning Pty Ltd, trading as Four Quadrant Project Finance ("Four Quadrant Project Finance") and the client ("Client") in relation to educational courses and associated content made available to Client (together the "Licensed Materials") on the Site (defined below) and/or otherwise provided to Client by Four Quadrant Project Finance or any third party licensors or service providers of Four Quadrant Project Finance. These terms refer to capitalised words defined herein and in the Order Form(s) (as described below).

1. Definitions

- 1.1 Access Date shall mean, in respect of each course purchased, the date the Client (or where applicable an Authorised User nominated by Client) is granted access to a course, as recorded in the e-mail sent to Client / Authorised User with his/her login details.
- 1.2 Agreement shall mean these terms (Terms and Conditions of Access and Use) together with any invoice to which these terms are appended or incorporated by reference.
- 1.3 Authorized User(s) shall mean the following as applicable:
 - 1.3.1. For "Enterprise Clients": the employees of Client who are authorized to access and use the Licensed Materials under this Agreement;
 - 1.3.2. For "Educational Clients": the staff and/or students of Client who are authorized to access and use the Licensed Materials under this Agreement;
 - 1.3.3. For "Individual Clients": each individual who is authorized to access and use the Licensed Materials under this Agreement; or
 - 1.3.4. Any user who is given trial or complimentary access to the Licensed Materials.
- 1.4 Client shall mean the client specified in the invoice.
- 1.5 Commencement Date shall mean the date a Client purchases access to the Licensed Materials by confirming an order for a specified number of licenses in writing.
- 1.6 Learning Management System (LMS) shall mean a software application for the delivery and administration of the Licensed Materials.
- 1.7 License Fee shall mean the fee payable by Client for a single license to access and use the Licensed Materials as set out in the invoice.
- 1.8 Licensed Materials shall mean the educational materials (each a "Course") to which access is granted under this Agreement along with any associated content made available to Client on the Site. For the avoidance of doubt, the Licensed Materials do not include software of any kind.
- 1.9 Permitted Purpose shall mean the purpose of training and/or education of the Authorized User(s).
- 1.10 Site shall mean <http://fourquadrant.articulate-online.com> and any other site where, or means by which, Client may access the Licensed Materials.

2. Scope of License

- 2.1. Four Quadrant Project Finance, as Licensor of the Licensed Materials, grants to Client and each Authorised User a non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to access and use the Licensed Materials through the applicable Site, solely for the Permitted Purpose and in accordance with this Agreement. Each Client or Authorised User shall have a period of six months to complete each Course, starting from the Access Date for such Course.
- 2.2. License Restrictions. Client shall not: (a) share or make the Licensed Materials available to any third party (including without limitation using them for a service bureau), nor rent, lease, assign, resell, distribute or sublicense the Licensed Materials or any software used in connection with the Licensed Materials ("Software") to any third party; (b) modify, disassemble, translate, abridge, or otherwise create derivative work based on, decompile, reverse engineer or otherwise determine or attempt to determine or have or attempt to obtain access to, the source code or internal design of the Licensed Materials, Software, Site or any other text, multimedia images (graphics, audio and video), data and other information provided by Four Quadrant Project Finance or its third party service providers to Client or its Authorized User(s); (c) remove, alter or otherwise modify any copyright or other legal notices contained in the Licensed Materials, Software or Site; (d) knowingly transmit or distribute the Licensed Materials, nor permit the Licensed Materials to be downloaded for use other than as specified herein; (e) purport to grant or permit access to the Licensed Materials by anyone other than an Authorized User(s); or (f) permit the sharing of user names and/or passwords.

3. Modification of the Licensed Materials

- 3.1. Four Quadrant Project Finance reserves the right, at its sole discretion, at any time to: (i) change the Licensed Materials, Software, Site or any other material associated therewith; and/or (ii) cease publication of the Licensed Materials. Four Quadrant Project Finance will strive, where reasonable, to notify Client of fundamental modifications to, or the complete cessation of, the Licensed Materials. If Four Quadrant Project Finance ceases publication of the Licensed Materials, it may, in its discretion, provide a prorated refund for the unused portion of any Licensed Materials or substitute the Licensed Materials with other similar materials.

4. Payment Terms

- 4.1. Payment is due at the time of purchase. Access is granted once payment is received. License Fees are exclusive of sales tax, GST, value added tax, or any other taxes and duties which, if applicable, will be charged to Client in addition to the License Fee. For

the avoidance of doubt, any withholding taxes that may be payable are not included in the License Fee and would be payable by Client in addition to the License Fee to the appropriate tax authority. License Fees are non-refundable (except as otherwise specified herein).

4.2. Four Quadrant Project Finance may at its discretion defer or suspend access to a course until full payment is received.

5. Term, Termination and Course Availability Period

5.1. Term. The term of this Agreement shall begin on the Commencement Date and will terminate twelve months after the relevant Access Date. Where there are multiple Access Dates applying to multiple courses, each Course will terminate on a separate date after its respective twelve months.

5.2. Each Client/Authorised User shall have a period of twelve months from the applicable Access Date to make use of each Course. No access will be permitted after the end of such twelve month period regardless of the extent to which Client/Authorised User has made use of Licensed Materials.

5.3. Termination. Either party may terminate this Agreement with respect to any Licensed Materials upon thirty (30) days' written notice to the other party for material breach by the other party if such breach is not cured within such thirty (30) day period. Four Quadrant Project Finance may terminate this Agreement immediately by providing a notice if Client breaches Clause 2.2. No expiration or termination due to Client's breach of this Agreement shall affect Client's obligation to pay to Four Quadrant Project Finance the total amount of the License Fee. 5.4. Upon termination, Client shall not retain any rights in or to Licensed Materials, shall immediately cease all access to the Site and use of Licensed Materials and any related content (including the Software) and shall delete or destroy any Licensed Materials in its possession or control.

5.5. The following sections of these terms shall survive termination of this Agreement: License Restrictions; Intellectual Property; Warranties and Limitation of Liability; Confidentiality, Jurisdiction and Governing Law.

6. Intellectual Property

6.1. All intellectual property rights in and to the Licensed Materials, Software, Site, and any and all materials related thereto or appearing thereon are owned by Four Quadrant Project Finance. Client is not permitted to use or reproduce or allow anyone to use or reproduce any copyright, trade marks or other trade names appearing on the Site or in the Licensed Materials or Software for any reason. For the avoidance of doubt, save as expressly set out in the Agreement, Four Quadrant Project Finance does not grant Client any rights in intellectual property or other rights in the Licensed Materials, Software or Site or any materials related thereto or appearing thereon.

7. Warranties and Limitation of Liability

7.1. FOUR QUADRANT PROJECT FINANCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE LICENSED MATERIALS, TYPE OF ACCESS, SOFTWARE AND/OR SITE, WHICH ARE PROVIDED "ASIS".

7.2. FOUR QUADRANT PROJECT FINANCE EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT POSSIBLE UNDER LAW, ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND TITLE.

7.3. FOUR QUADRANT PROJECT FINANCE DOES NOT GUARANTEE THE ACCURACY, CONTENT, OR TIMELINESS OF THE LICENSED MATERIALS, SOFTWARE OR SITE.

7.4. IN NO EVENT WILL FOUR QUADRANT PROJECT FINANCE, ITS AGENTS, LICENSORS OR AFFILIATES BE LIABLE FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE ACCESS TO, USE OF (OR FAILURE TO USE) OR RELIANCE ON THE LICENSED MATERIALS, TYPE OF ACCESS, SOFTWARE OR SITE, EVEN IF FOUR QUADRANT PROJECT FINANCE HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE.

7.5. IF FOUR QUADRANT PROJECT FINANCE IS HELD LIABLE TO THE CLIENT FOR ANY REASON, IN NO EVENT SHALL ANY LIABILITY OF FOUR QUADRANT PROJECT FINANCE, ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM OR CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IN ANY WAY CONNECTED WITH THE LICENSED MATERIALS, SOFTWARE, SITE OR THIS AGREEMENT

EXCEED, IN AGGREGATE, 50% OF THE AMOUNT THE CLIENT PAID TO ACCESS THE LICENSED MATERIALS UNDER THIS AGREEMENT.

7.6. If all or any part of Licensed Materials becomes, or in Four Quadrant Project Finance's opinion is likely to become, the subject of a claim relating to intellectual property infringement, Four Quadrant Project Finance shall have the right, at its option, either: (a) to procure for Client the right to continue using Licensed Materials, or (b) replace or modify Licensed Materials so that it becomes non-infringing or (c) if, after good faith efforts to achieve (a) and (b) above, such remedies are not reasonably available, terminate Client's license with respect to infringing materials, and promptly give Client a pro rata refund of the funds paid for the affected portion of Licensed Materials. The remedies set out in this Clause 7.6 shall be the Client's sole remedies in the circumstances described in this Clause 7.6.

7.7. Neither Four Quadrant Project Finance nor its affiliates can accept any responsibility or liability for reliance by any person on Licensed Materials.

8. Confidentiality

8.1. The Agreement, including without limitation the License Fee, shall be treated as confidential by Client and shall not be disclosed to any third party without the prior written agreement of Four Quadrant Project Finance unless disclosure is required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto.

9. Security

9.1. Client will be solely responsible for the confidentiality of, and solely liable for the use by any person of, Licensed Materials, Software and Site using Client's account. Client agrees to notify Four Quadrant Project Finance immediately if it becomes aware of any loss, theft or unauthorized use of any password, username or Internet Protocol (IP) address, or any other means of accessing the Site and/or Licensed Materials.

10. Force Majeure

10.1. Neither Four Quadrant Project Finance nor its affiliates shall be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of Licensed Materials resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of any Software, Site, FTP, electronic delivery system (if applicable) or any electronic or mechanical equipment or communication lines, telephone or other interconnect problems, supplier problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labour problems, wars or governmental restrictions.

11. Jurisdiction and Governing Law

11.1. This Agreement shall be governed by the laws of New South Wales, Australia, as if the Agreement were a contract wholly entered into and wholly performed within New South Wales. Both parties irrevocably agree to submit to the exclusive personal jurisdiction and venue of the federal and state courts presiding in Sydney, New South Wales, Australia; provided however that either party may pursue injunctive relief in any court having jurisdiction for such actions.

12. Miscellaneous

12.1. Modification. This Agreement may only be amended or modified by express written consent of both parties hereto.

12.2. Assignment of Agreement. This Agreement is personal to Client and the rights and obligations of Client may not be assigned or otherwise transferred. Four Quadrant Project Finance shall be free to assign this Agreement to its successors, affiliates or to a third party.

12.3. Non-Waiver. No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

12.4. Notices. Notices shall be given in writing by letter or, in the case of notices to Client, by e-mail, and shall be sent to the intended recipient's last known place of business (i) for Four Quadrant Project Finance, in Sydney (for the attention of Contracts Manager) and (ii) for Client, at Client address. Such letters shall be deemed received on the date of dispatch if sent by fax or e-mail (or on the following business day, if sent after the recipient's normal business hours) or on the expiry of two (2) business days from the date of posting if sent by overnight post.

12.5. No Joint Venture. No joint venture, partnership, employment, or agency relationship exists between Client and Four Quadrant Project Finance as a result of this Agreement or Client's use of Licensed Materials, Software or Site.

12.6. Severability/Survival/Statute of Limitations. If any provision of this Agreement shall be invalid or unenforceable, such shall not render the entire Agreement unenforceable or invalid but rather this Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly. Client must file any cause of action it may have with respect to this Agreement in a court of competent

jurisdiction in Sydney, New South Wales, Australia, within one (1) year after the cause of action has arisen, or such cause shall be barred, invalid, and void.

12.7. Entire Agreement. This Agreement constitutes the entire agreement between Four Quadrant Project Finance and Client and any terms implied by law which may be excluded by contract are excluded.

12.8. Authority. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement (and, in the case of Client, to bind its Authorized User(s)), and that the persons entering into this Agreement on behalf of each party have been properly authorized and empowered to enter into this Agreement.
