BETTER CODING TOOLS END USER AGREEMENT

IMPORTANT – PLEASE READ THIS AGREEMENT

This End User Agreement ("Agreement") is a binding legal document between Better Coding Tools and you, which explains your rights and obligations as an End User of Better Coding Tools (BCT) products. "End User" means either (a) you as an individual or (b) your company, if you are using Better Coding Tools products in your capacity as an employee or agent of a company. You identify the specific "End User" during the registration process. "BCT" means Better Coding Tools (ABN 54235841309) of 144 Langtree Crescent, Crace ACT 2911, Australia.

By installing or using any BCT products, End User agrees to be bound by this Agreement. If you do not agree to this Agreement, then do not install or use BCT products.

From time to time, BCT may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, please bookmark this Agreement and read it periodically. By using any Product after any modifications, End User agrees to all of the modifications.

1. Introduction to BCT's Products and License Terms.

1.1 What's Included in "Software". BCT offers a number of different software products for download and sale, including MB-Precise, S-Precise and SI-Precise as well as others. "Software" means any BCT product that End User orders from BCT (or a BCT reseller, as described below) and downloads or is sent from BCT. The term also includes (a) related documentation, (b) any Updates (defined below) to the Software provided by BCT (but not third parties) ("Supplementary Software"), and (d) any third party software embedded in or provided with BCT's software ("Embedded Software"). End User's detailed rights to use Software are in Section

2 below.

1.2 Amendments and special conditions affecting the agreement. This agreement may be augmented and supplemented by any additional terms or changes to term as described in the "terms and conditions" section of the End User purchase order.

1.3 The "Products". This Agreement uses "Products" to refer to the Software.

1.4 Maintenance. As part of the license fee, BCT offers "Basic maintenance" to End Users.

Basic maintenance includes (1) any generally released updates, upgrades, patches, and bug fixes for the Software ("Updates") when and if generally released at BCT's sole discretion, (2) web-based support (email, Video conferencing, Webinars) and phone support, depending on End User's support level as per the purchasing order or as agreed in other communication from BCT. .

1.4.1 BCT's Additional Maintenance Offerings. As part of an additional maintenance fee, BCT offers "Enhanced maintenance" to End Users.

Enhanced maintenance includes additional support above "Basic Maintenance" in the form of web-based support (email, Video conferencing , Webinars), phone support and additional specific feature development. Purchased Enhanced maintenance is not time limited. It is up to BCT's discretion of what will be provided as "Basic Maintenance" and what will be charged as "Enhanced Maintenance".

To clarify, Enhanced maintenance is not time limited and can be used by any Authorised User of the End User. The onus is on the End User to ensure their own policies allow only Authorised Users to use Enhanced maintenance. Documentation in the form of email is available from BCT on the time and usage of Enhanced maintenance.

1.5 Limits on Authorized Users. When buying a license to the Software End User pays fees for a specific period of time (as per the purchasing order), for the End User organisation.

The allowed usage by the End User can be either where:

The End User is using BCT Products to analyse any source code owned by the organisation, or any source code owned by the organisation that also includes work derived from open source, then a single license is required to analyse the organisations code.

or

Where the End User is using BCT Products to analyse source code owned by 3rd party whether End User is remunerated or not, then a single license is required to analyse a single 3rd party code. A licence for analysing 3rd party code is not transferable during the licence period.

To clarify, if the End User is developing software for 3 customers, then 3 licences will be required.

Authorized Users may include End User's employees, representatives, consultants, contractors and agents.

1.6 Purchase through "Resellers". If End User ordered Products from an authorised reseller, then the sections of this Agreement referring to orders with BCT or payments to BCT do not apply for those Products. Instead, End User agrees to pay the reseller the fees separately agreed with the reseller. No reseller may change the terms of this Agreement (but they may impose additional restrictions on use of the Products). No promises, warranties or agreements by resellers are binding on BCT.

2. License to Use BCT Software.

2.1 Software, Generally. BCT grants End User a worldwide, non-exclusive, non-transferable, non-sublicenseable right to use the Software, subject to the terms and conditions of this Agreement. Software licenses are for the term outlined in the purchase order. Only Authorized Users may use the Software, and only according to the license usage, either as the owner of the software to be analysed or on behalf of a 3rd party, as per section 1.5 above.

All use of Software must be in accordance with the relevant BCT documentation and policies. End User may make a limited number of copies of the Software as is strictly necessary for purposes of data protection, redundancy (or disaster recovery), archiving, backup, and acceptance testing of trial versions or maintenance releases. This also includes the allowance to install the software on Authorised Users individual computers according the allowed licence period and as long as the code to be analysed falls is owned the End User organisation or the allowed 3rd as per section 1.5 above.

Unless BCT agrees otherwise in writing, End User may only install, use or make available the Software on End User's hardware systems, whether owned, leased or controlled. End User will be responsible for any use of the Software on any hardware systems not owned, leased or controlled by End User ("Uncontrolled Systems").

For clarity, End User's employees and contractors may use the Software for these Non-Production Purposes, and End User will be responsible for their compliance with this Agreement on all the same terms as for Authorized Users. End users may install the software on Controlled systems such as laptops as long as the licences per organisation code is honoured.

2.2 Updates and Supplementary Software. The terms for Software in this Agreement apply to any Updates and Supplementary Software, unless BCT provides different terms. BCT may cease making available Supplementary Software and Internet-based services used with the Software at any time.

2.3 Open Source Software. The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including any provisions governing access to source code, modification or reverse engineering.

2.4 Evaluation/Trial Software. This paragraph applies to any Software that BCT makes available on an evaluation or trial basis ("Evaluation Software"). End User may only use the Evaluation Software for internal evaluation purposes for the period specified by BCT (or, if not specified, for 60 days), and may only allow the software to be used against source code owned by the End User or a designated 3rd Party as agreed to by BCT.

For clarity, in the case where the Evaluation Software is to be used by the End User against software owned by a 3rd party, prior consent needs to secured from BCT before the software can be Evaluated.

End User acknowledges that Evaluation Software may not be fully functional. Notwithstanding anything else in this Agreement, BCT does not offer any warranty, indemnity or support for any Evaluation Software.

2.5 Source Code. BCT may provide some elements of Software in source code form ("Source Code"). Unless otherwise specified, End User may modify Source Code solely to develop bug fixes, customizations, and additional features ("End User Modifications") and, notwithstanding anything else in this Agreement, may only use End User Modifications internally for purposes of using the Software licensed from BCT. BCT will have no support, warranty, indemnity or other obligations relating to, and assumes no liability for, any End User Modifications or any effect they may have on the operation of the Products.

2.6 IP Protection Mechanisms. The Software has license protection mechanisms designed to

manage and protect BCT's and its suppliers' and licensors' intellectual property rights. Whether using Source Code or not, End User must not modify or alter these mechanisms or try to circumvent them or the usage rules they are designed to enforce.

3. Important Customer Obligations

3.1 Accounts. End User will provide accurate, current and complete information when registering with BCT and ordering Products and agrees to update its information if it changes. This is important, because BCT may send notices, statements and other information to End User by email.

3.2 Use by End User's Customers. End User's customers ("Customers") may be Authorized Users. End User will be responsible for Customers the same as any other Authorized User and must enter into valid, binding agreements with Customers consistent with this Agreement, including the additional conditions below. A Customer's permitted use of Products under this Agreement is called "Customer Use".

In addition to all other terms in this Agreement, the following conditions apply to Customer Use:

(a) End User may not distribute or make available any Product on a standalone basis outside what has been licensed by End User. Instead, End User may only make available the Product to Customers in order to support Customers' use of content and features that are part of End User's own existing offerings and consistent with the End User license and ownership of analysed source code.

(b) End User may not resell or OEM the Product or otherwise charge Customers for use of the Product itself, but may charge End Users as part of an overall program that includes access to End User content or features as supported by the Product.

(c) In making available Products to Customers, End User may not violate any other term or condition in this Agreement, such as reverse engineering and anti-circumvention restrictions.

BCT will not have any direct or indirect liability or obligation to any Customers, and Customers do not acquire any rights under this Agreement.

BCT understands that Product usage may be flexible and that End Users may identify new proposed uses for the Products. If End User has questions about whether a proposed use complies with these rules, please contact BCT at support@bettercodingtools.com.

3.3 Conditions on Use of Products. End User will not, and will not allow any Authorized User or other third party to:

(a) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any Product to any third party (for use in its business operations or otherwise) or anyone else besides Authorized Users (including Customers) in accordance with this express terms of this Agreement, or permit anyone besides Authorized Users to use any data or information not owned by End User that is generated by the Products

(b) use any Product to provide, or incorporate any Product into any product or service provided to, a third party, except as expressly permitted above for Customer Use;

(c) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to Products (including any data structure or similar materials produced by the Products), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to BCT);

(d) modify, adapt or create derivative works of a Product (excluding End User Modifications);

(e) remove or obscure any proprietary or other notices of BCT or any third party contained in any Product (including any information or data generated by the Products);

(f) publicly disseminate information regarding the performance of Products with out prior consent of BCT

(g) use the BCT name or any BCT trademarks or logos except with prior consent from BCT

or (i) commit any act or omission that could result in damage to BCT's or its suppliers' or licensors' reputations. End User will not attempt to do any of the foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions in this Agreement.

3.4 Export Control. If a Product is acquired in Australia by End User, End User must comply with all applicable Australian export control laws and regulations, including the laws and regulations administered by the Australian Department of Foreign Affairs and Trade (or any replacement department or authority). If a Product is acquired by End User in the United States (via a reseller), End User acknowledges that the Product is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. In any case, the import and export of any Product may be subject to control or restriction by applicable local law. End User is solely responsible for determining the existence and application of any such law to any proposed import and export and for obtaining any needed authorization. End User agrees not to export, directly or indirectly, any Product (or any direct product thereof) from any country in violation of applicable laws.

3.5 Indemnification. End User will indemnify, defend and hold harmless BCT from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable

attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by End User (including any Authorized Users) of this Agreement, (b) any End User Data, (c) any Uncontrolled Systems, or (d) any representations or warranties made by End User (including any Authorized User) regarding a Product to third parties. This indemnification obligation is subject to End User receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for End User to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim, provided that BCT may participate in the claim at its own expense and End User may not settle any claim without BCT's prior written consent; and (iii) all reasonable necessary cooperation of BCT at End User's expense.

4. Infringement Indemnity

To the best of BCT's knowledge and belief, no Product, Support or Services infringes, misappropriates or violates any Intellectual Property rights of any third party. In the unlikely event of such a claim ever being alleged against Client, which is based on the use of any software provided by BCT, BCT will use its reasonable best efforts within ninety (90) days, to replace or modify at its option the Software so that it is no longer allegedly infringing any third party's copyrights, patents or trade secrets. Should such a solution not be found, End User shall be free to terminate this Agreement and request a refund for the most recent Licence period for the relevant Product

5. Fees and Payment

5.1 General. End User must pay all fees by their due date specified at the time of order or otherwise within 30 days of BCT's invoice or notice. In the case of licence lapse and where the Product stops working outside of the End User licence period, BCT will not be held accountable for any loss or cost to the End User or Customer.

5.2 Taxes. Payments made by End User under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by BCT, End User must pay to BCT the amount of such taxes or duties in addition to any fees owed under this Agreement or according to the purchase order at time of purchase. Notwithstanding the foregoing, End User may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, End User will have the right to provide to BCT with any such exemption information and BCT will use reasonable efforts to provide such invoicing documents as may enable End User to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

6. License Certifications and Audits

Upon BCT's written request, End User will provide BCT with a signed certification certifying that all Products are being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice of at least ten (10) business days, BCT (or its authorized agent) may audit the use of the Products by End User and its Authorized Users and any Customers, provided such audit is during regular business hours.

Audits will be limited to systems relating to the operation of Sonarqube (the SonarQube database) and End User source code. BCT will take all steps neccessary to protect intellectual property of the End User and to adhere to End User policies and related laws and regulations relating to privacy and the protection of customer data.

End User will provide reasonable assistance and access to information in the course of any audit. End User is responsible for such audit costs only in the event the audit reveals that End User's use of the Products is not in accordance with the permitted scope of use. In the event that any certification or audit reveals that End User has used Product against source code not owned by End User in accordance with End User licensing, BCT may invoice End User for any past or ongoing excessive use and End User will pay the invoice in accordance with Section 4 (Fees and Payment). This remedy is without prejudice to any other remedies available to BCT at law or equity or under this Agreement.

7. BCT's Ownership Rights; Feedback

BCT reserve all rights not expressly granted to End User in this Agreement. The Products (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. BCT own the title, copyright, and other intellectual property rights in the Products and all copies, modifications and derivative works of the Products and underlying software, and End User does not acquire any ownership rights in BCT Technology. All Products are licensed, not sold.

"Feedback" means any feedback, comments, suggestions or materials (including, to the extent disclosed to BCT, any End User Modifications) that End User may provide to BCT about or in connection with the Products, including any ideas, concepts, know-how or techniques contained therein. End User may provide Feedback in connection with Maintenance and otherwise. End User hereby grants BCT a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including

incorporating or implementing the Feedback in the Products. End User agrees that BCT may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed End User's Confidential Information, and nothing in this Agreement (including Section 7 Confidentiality) limits BCT's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

8. Confidentiality

Except as otherwise set forth in Section 6 (BCT's Ownership Rights; Feedback) above, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any BCT Technology, performance information relating to the Products, and the terms and conditions of this Agreement shall be deemed Confidential Information of BCT without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Termination

This Agreement will continue so long as End User has a license to the Software , unless earlier terminated. BCT may suspend or terminate this Agreement, with respect to one or more of the Products, if End User fails to comply with the terms and conditions of this Agreement, including any failure to pay fees when due. BCT may terminate any evaluation usage at any time in its sole discretion.

End User may terminate this Agreement at any time with notice to BCT.

Immediately upon termination of any license right granted under this Agreement, End User's license to Software will cease, and End User must at its own cost: cease using (and require all Authorized Users, and anyone else to cease using) all the terminated Products. Upon termination of this Agreement for whatever reason, End User may be entitled to full, partial credits or refunds for any unused portion of this Agreement, including but not limited to unused maintenance and support at the sole discretion of BCT.

All payment and other obligations accrued as of the date of any expiration or termination of this Agreement, and Sections 3.3 (Conditions on Use of Products), 3.4 (Export Control), 3.5 (Indemnification), 4 (Infringement Indemnity), 5 (Fees and Payment), 6 (License Certifications and Audit), 7 (BCT's Ownership Rights; Feedback); 8 (Confidentiality), 9 (Termination), 10 (Warranties; Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Publicity Rights) 13 (Assignment), 14 (Governing Law and Arbitration), 15 (Government End Users) and 16 (General) will survive expiration or termination.

9. Warranties; Disclaimers of Warranties

9.1 General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if End User is an entity, this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

9.2 DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, BCT AND ITS THIRD PARTY SUPPLIERS/LICENSORS PROVIDE THE PRODUCTS (INCLUDING SOFTWARE AND ANY MAINTENANCE) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, BCT AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY (1) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, (2) THAT (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED, (D) THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY END USER THROUGH THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGIONG, TO THE MAXIMUM EXTENT PERMITTED BY APPLICBLE LAW, BCT AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO, AND ASSUME NO LIABILITY FOR, ANY PRODUCTS PROVIDED ON AN EVALUATION OR TRIAL BASIS. IN ADDITION, BCT AND ITS THIRD PARTY LICENSOR/SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BCT.

END USER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

10. Limitation of Liability

10.1 MAXIMUM LIABILITY. EXCEPT WITH RESPECT TO AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS IN SECTION 3.5 OR END USER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO THE PRODUCTS, NOTWITHSTANDING ANY DAMAGES EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF EITHER PARTY TO THIS AGREEMENT UNDER ANY PROVISION OF THIS AGREEMENT AND THE OTHER PARTY'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE ACTUAL DAMAGES SUCH PARTY INCURS, UP TO THE AMOUNT ACTUALLY PAID BY END USER FOR SUCH SOFTWARE AND MAINTENANCE, DEPRECIATED ON A THREE-YEAR STRAIGHT LINE BASIS.

10.2 OTHER DISCLAIMERS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR END USER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO PRODUCTS, IN NO EVENT SHALL EITHER PARTY (OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS/LICENSORS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. END USER SPECIFICALLY UNDERSTANDS AND AGREES THAT BCT (ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS/LICENSORS) DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO LOSS, LOSS OF USE OR CORRUPTION OF ANY END USER DATA (OR OTHER DATA END USER MAY PROVIDE) AND THE COSTS OF PROCUREMENT OF ANY SUBSTITUTE GOODS.

10.3 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4 Force Majeure. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

11. Publicity Rights

BCT may request to identify End User as a customer in Product promotional material. Where End User has previously provided consent to allow End User as a customer to be used in promotional material, End User may request that BCT cease identifying End User at any time by submitting an email to support@bettercodingtools.com

12. Assignment

End User may not assign this Agreement without the prior written consent of BCT (which consent will not be unreasonably withheld), provided that the assignee agrees to be bound by the terms and conditions contained in this Agreement. BCT may assign its rights and obligations under this Agreement in whole or in part without consent of End User. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

13. Governing Law and Arbitration

13.1 Applicable Law; Venue. This Agreement is governed by the laws of New South Wales (Australia) (with regard to conflict of law principles), and, subject to Section 13.2, the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Sydney, New South Wales, Australia.

13.2 Arbitration. Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any disputes arise under this Agreement the parties will

negotiate in good faith to resolve the dispute and if the dispute has not been resolved within sixty (60) calendar days by the relevant parties using their best efforts to resolve the dispute, the dispute will be referred to arbitration and determined under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules with any hearings to be held at the International Commercial Arbitration Center in Sydney (Australia).

13.3 Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

14. Government End Users

The Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

15. General

This Agreement is the entire agreement between End User and BCT relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended except as described on the first page of this Agreement or otherwise with the written agreement of BCT (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Agreement breaches any provision of this Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Agreement. No failure or delay by the injured party to this

Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

Should you have any questions concerning this Agreement, or if you desire to contact BCT for any reason, please contact us at support@bettercodingtools.com