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2. Usage Restrictions. The licence granted under this Agreement is for the number of single log-in access rights purchased. You must not use the Products on a virtual machine or terminal server except as expressly agreed with RPM. Any use of the Product inconsistent with those usage restrictions is a material breach of this Agreement. You may access the Product through the use of the log-in details provided by RPM. This license does not permit you to re-license, sub-license, rent, lease, sell, assign or lend the Product, or use the Product for the benefit of anyone other than yourself.
3. Delivery. RPM will deliver the Products by way of providing you access to the Product online on RPM's website. Where access to the Product is made available to you via the Internet, delivery will be deemed to have occurred on RPM providing you with the necessary access rights (irrespective of the date on which you elect to access the Product).
4. Use and Eligibility. The Product is only intended for individuals or individuals from organisations who have paid the License Fee and been provided with user details and passwords by RPM and who can form legally binding contracts. By using the Product you are representing and warranting that you are over 18 years of age and able to enter into contracts. Do not use the Product if you do not qualify. You must protect your user details and password and must not provide these details to any other person or allow any other person to access the Product using your user details and password. You must not use the Product to:
 - a. interfere with or disrupt the Product website or servers or networks connected to the website, or disobey any requirements, procedures, policies, or regulations of networks connected to the website;
 - b. attempt to gain unauthorised access to the Product, website or computer systems or networks connected to the website through any means;
 - c. breach any provision of the RPM Terms of Use for the website or the National Privacy Principles as set out by the Privacy Act 1988 (Cth);
 - d. collect or store data about other users, including e-mail addresses; or
 - e. violate any applicable state, Commonwealth or international law, convention or regulation.
5. Access. RPM reserves the right to deny you access to, or use of, all or part of the Product, without prior notice, if you engage in any conduct that RPM believes, in its sole discretion:
 - a. violates any term or provision of this Agreement
 - b. violates the rights of RPM or third parties; or
 - c. is otherwise inappropriate for continued access and use of the Product.You acknowledge that RPM has no obligation to monitor your access to or use of the Product, but has the right to do so for the purpose of operating the Product, or to ensure compliance with this Agreement, or to comply with any law or order of a court.
6. Errors or problems with the Product. If you have any problems using the Product, or experience any error messages you must report all problems and errors to support@rpmglobal.com during RPM's normal business hours of 8:00am to 5:00pm AEST, Monday through Friday but excluding public holidays. You must include with each such error report sufficient information to enable RPM to reproduce and verify the error. RPM will acknowledge each error report and will use commercially reasonable efforts to provide error corrections. RPM has no obligation to provide any support, training, maintenance, error correction, updates, upgrades, modifications or new releases of any Product under this Agreement.
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9. Documentation. RPM grants you a non-exclusive, non-sublicensable, non-transferable license to use any Documentation available for download on the Product website, solely in support of your, use of the Product. You may not copy the Documentation.

10. Equipment. You will be solely responsible for providing all hardware, software and internet connectivity necessary to access the Product.

11. Other Restrictions. Except to the extent expressly agreed with RPM, you must not, and you must not permit any other party under your control to: a. relicense, sublicense, rent, lease, sell, assign, lend or otherwise transfer the Products, or use the Products for the benefit of anyone other than yourself; b. separate the component parts of any Product for use on more than one computer system; or c. copy the Products; d. Use the Products to provide any application service provider (ASP), hosted or bureau services; or e. Use the Product to develop a product or provide a service that is competitive with the Product or any service provided by RPM.

12. No Modifications. Except to the extent permitted under applicable law, you shall not modify the Products or merge all or any part of the Products with any other software without RPM's express written permission. This Agreement applies to the Products as modified.

13. No Reverse Engineering. You shall not reverse assemble or reverse compile, or otherwise attempt to determine Source Code, protocols or trade secrets of any part of the Products, or directly or indirectly allow or cause a third person to do any of the foregoing. You may not attempt to circumvent any security measures incorporated in the Product. All works created in violation of this clause are derivative works of the Products, and you assign all right, title and interest in and to those derivative works to RPM.

14. Security. You shall be solely responsible for the use, supervision, management and control of the Products and any Documentation. You shall ensure that the Products and any Documentation are protected at all times from misuse or unauthorised use.

15. Fees and charges. You must pay RPM the License Fee prior to being granted access to the Product. You will bear all taxes and duties attributable to the licensing of the Product (other than taxes based on RPM's income). The licenses granted under this Agreement will automatically be revoked in the event that you fail to pay RPM the License Fee. In the event that withholding tax is payable in relation to any supply of the Product, you shall increase the amount of any payment to RPM so that the amount actually received by RPM is no less than the invoiced License Fee. Unpaid License Fee will be considered delinquent if not received by RPM on the date of access to the Product. Interest will be added to delinquent amounts at the rate of 1.5% per month (being 18% per annum) or the maximum amount allowed by law, whichever is less. Failure to make payment within the time limits set out in this clause is a material breach and excuses RPM from any performance under this Agreement. RPM may suspend or terminate the licence granted under this Agreement or for your failure to make timely payments after tendering 7 days written notice to you.

16. Confidential Information. The Product and documentation constitute confidential information of RPM and its licensors. You must not disclose or make available the Product or the documentation to any

third party, except as otherwise expressly permitted in writing by RPM. 17. Warranty Disclaimer. RPM does not warrant that the Product will be free from defects or errors. The Product is provided "as is" and RPM gives no warranty as to its use, fitness for purpose, accuracy or performance nor as to the results generated by the Product. The warranty in this clause is, to the extent permitted by law, in lieu of all other warranties, express, implied, or statutory, regarding the Product, including any warranties of merchantability, fitness for a particular purpose, title, and subject to clause 18 third party infringement claims. 18. Third Party infringement claims. RPM agrees to defend you from any claims from any successful third party claims that your use of the Product infringes the copyright of that third party, provided that you promptly notify RPM of any such claim, give RPM the right to control the defence of such claim and (at RPM's cost) fully cooperate with RPM in the defence and settlement of such claim. The foregoing obligation does not apply to any claim arising out of or relating to: a. use of other than the then-current, unaltered version of the Product; b. any use other than in accordance with this Agreement or the documentation; c. any use or combination of a Product with any non-RPM software, equipment or material, if such infringement would have been avoided but for such use or combination; d. any third party software or hardware; e. any modification or alteration to a Product not made by RPM; or f. any use of the allegedly infringing Product after RPM has supplied you non-infringing alternative. You acknowledge and agree that the foregoing obligation constitutes RPM's sole and exclusive obligation and your sole and exclusive remedy in respect of any claims of infringement of third party rights. 19. Indemnity. You agree to indemnify RPM against any loss RPM may suffer or incur in respect of any claim or action by a third party that arises as a result of: a. any use of any modifications made by you; b. use of the Product in combination with other goods or software not specifically approved by RPM; c. use of the Product in a manner or for a purpose not reasonably contemplated or authorised by RPM; or d. any transaction entered into by you relating to the Product without RPM's consent. 20. Liability. To the extent permitted by law, RPM's total liability to you in connection with the Product or the use of the Product for any direct damages or loss is limited to an amount equivalent to the total License Fee paid by you for access to the Product. RPM's liability to you and any third party for any lost profits, revenues, savings, data or goodwill, or for any indirect, consequential, special, exemplary or incidental damages, is expressly excluded. The provisions of this clause apply to any cause of action in respect of such liability including breach of contract, tort (including negligence) or otherwise. 21. Representations. You warrant that you have not relied on any representation made by RPM which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by RPM. You acknowledge that to the extent RPM has made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation. 22. Termination. RPM may terminate the license and your access to the Product under this Agreement immediately by written notice if you use the Product in breach of this Agreement. Upon such termination, you must cease to access the Product. 23. Implied terms. RPM expressly excludes any implied terms in respect of the Product or documentation, including without limitation any implied term or warranty as to fitness for purpose. Where legislation implies into this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, RPM's liability for any breach of such condition or warranty shall be limited, at RPM's option, to one or more of the following: a. if the breach relates to goods, the replacement or repair of the goods, the supply of equivalent goods or the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; or b. if the breach relates to services, the supplying or cost of having supplied the services again. 24. Dispute resolution. In the event of any dispute, claim, cause of action, disagreement or "pass-through" claim for indemnification and/or contribution arising from or relating to this Agreement, the parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach a resolution of the matter within 30 days, then the parties agree to submit the matter to mediation in Brisbane, Australia in accordance with The Institute of Arbitrators & Mediators Australia Mediation Rules. If the dispute has not been settled pursuant to those Rules within 45 days following the filing of a "notice of dispute" or within such other period as the parties may agree, then to the fullest extent permitted by law: a. the claim will be brought and tried in the judicial jurisdiction of the courts of Queensland Australia; and b. the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, lawyers' fees and other claim-related expenses. Any action, claim, lien, or legal dispute that RPM initiates relating to delinquent payments is not subject to the requirements set out in this clause 24. This clause 24 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been

discharged from the obligation to further perform this Agreement for any reason. 25. Delays. RPM is not responsible to you or anyone else for any failure to provide the Products if the failure is due to a cause outside RPM's control. RPM will tell you if there is a delay that will affect the Products and the cause of the delay. 26. Governing law. This Agreement is governed by the laws of the State of Queensland, Australia. The parties submit to the jurisdiction of the courts of that place. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. 27. Notices. Notices under this Agreement must be in writing. 28. Assignment. You may not assign, novate or sublicense the license or your rights or obligations under this Agreement. RPM may assign this Agreement and any of its rights and obligations under this Agreement. 29. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. You agree that any terms and conditions attached to, contained within or referenced in any purchase order you may issue, regardless of when such purchase order may be issued, do not and will not apply to the subject matter of this Agreement. 30. Severability. If any provision of this Agreement is held to be illegal or unenforceable, then the remainder of this Agreement shall have full force and effect and the parties will in good faith negotiate to replace the illegal or unenforceable term with a term which carries out the parties' intentions to the greatest lawful extent. 31. Amendment. This Agreement may not be modified or amended except in writing and signed by both parties. 32. No Waiver. A provision of this Agreement or a right created under it may not be waived except in writing, signed by the party to be bound. No waiver of any breach will be construed to be a waiver of any subsequent breach of the same or any other provision. 33. Publicity. You consent to RPM naming your organisation (if any) and using your organisation's logo, and providing a general description of the Products used by you in any marketing material issued by RPM. 34. Export Control. Without limiting any other clause of this Agreement, RPM may refuse to allow access to the Product, and may immediately terminate this Agreement if the Product is used or proposed to be used at any site that is illegal, sanctioned or otherwise restricted, by any regulations administered by the Commonwealth of Australia, US Department of Treasury's Office of Foreign Assets Control (OFAC), the export administration regulations (EAR) administered by the US Department of Commerce's Bureau of Industry and Security (BIS) or similar or you or any of your agents, officers, directors, or employees are identified as being engaged in proliferation or as a restricted party on any of the lists maintained by the Australian or US Government including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List, Non-proliferation Sanctions and General Order 3 to Part 736. You will defend, indemnify, and hold harmless RPM from and against any violation of such laws or regulations or breach of this condition by you, your officers, directors, or employees. 35. Open Source. The Products may include or incorporate third party source code or software which is licensed under the Mozilla Public License, Common Public License, GNU Lesser General Public License (LGPL), Netscape Public License or similar royalty-free/open source license (collectively, the Open Source Licenses and Open Source Software). Wherever Open Source Software is provided RPM shall use reasonable endeavours to identify the Open Source Software and applicable Open Source License that applies in the Documentation provided with the Product. This Agreement does not modify or abridge any rights or obligations you may have in Open Source Software under applicable Open Source Licenses. Any use of Open Source Software outside of your licensed use of applicable Product is subject to the rights and obligations under such third party technology's Open Source License. Open Source Software programs that are separate from RPM Products are provided as a courtesy to you and are licensed solely under the relevant Open Source License 36. Language. Unless otherwise stated at the time of purchase, reference to any Product or Documentation refers to the non-localised English language version of that Product or Documentation. 37. Definitions. The following terms when used in this Agreement have the following definitions: "Documentation" means the user guides and manuals for installation and use of the Products that RPM provides to you. "Licence Fee" means the licence fee for the Products, as agreed at the time of purchase. "Product" means the object code versions of RPM's online training courses via the RPM Online Training Platform <www.rpmglobal.litmos.com>. "Source Code" means the human-readable version of a software Product that can be compiled into executable code. "Tax" means any tax, levy, impost, deduction, charge, rate, duty or withholding which is levied or imposed by a government authority (local, State, Federal or otherwise) from time to time, including any stamp, value added, goods and services or transaction tax, duty or charge, excluding taxes on profit or capital gains. 38. Interpretation. Reference to: a. one gender includes the others; b. the singular includes the plural and the plural includes the singular; c. a person includes a body corporate; d. a party includes the party's executors, administrators, successors and permitted assigns; e. a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes: i. that Statutory Provision as amended or re-enacted from time to time; and ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and f. money is to Australian dollars, unless otherwise stated.

“Including” and similar expressions are not words of limitation. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning. Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation. A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement. If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly. An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly. A party which is a trustee is bound both personally and in its capacity as a trustee.