

1. ACCOUNT REGISTRATION; BILLING INFORMATION; ACCOUNT ADMINISTRATOR.

1.1 Following your purchase of a tracTAG product, you will be permitted to establish an account through which to access the Services (an '**Account**'). tracTAG / Intrepid TAG Solutions will use commercially reasonable efforts to assign to you the name for the Account selected by you. To establish an Account, you must complete the Account registration process. During the Account registration and order submission process you will be required to provide certain Account registration information ('**Registration Information**') and billing information ('**Billing Information**') for your Account. You acknowledge and agree that all Registration Information and Billing Information you provide to Intrepid TAG Solutions will be accurate and complete. You agree to provide Intrepid TAG Solutions with prompt notice of any updates to the Registration Information and Billing Information so that it is maintained as accurate and complete throughout the term of this Agreement.

1.2 The initial '**Account Administrator**' for Your Account must be designated during the Account registration process. Following creation of the Account, the Account Administrator may be changed (1) within the Account settings available through the Services, by the then current Account Administrator, or (2) by written notice provided to Intrepid TAG Solutions.

1.3 The Account Administrator will have ultimate authority for all instructions provided to Intrepid TAG Solutions regarding the administration of your Account. For example, the Account Administrator will determine who can be a User of the Account, the level of privileges that each User will possess, and the privacy and security settings for the Account. The Account Administrator will also direct Intrepid TAG Solutions's actions should any dispute arise between or among Users of the Account. All notices from Intrepid TAG Solutions will be given to the current Account Administrator at the e-mail address appearing in the Account settings of the Account, and/or by a message placed inside the Account.

1.4 Notwithstanding the identity of the Account Administrator, Your Account, and all related data, information, and content provided through any use of the services through your Account ("**Your Data**") will be owned and controlled by the Customer. Upon any dispute regarding the identity of the Customer, Intrepid TAG Solutions may, in its sole discretion, determine the identity of the Customer based on the Registration Information, Billing Information, and Account usage; require that the Customer provide an order of a court of competent jurisdiction establishing its identity and rights to the Account; or suspend or terminate the associated Account.

2. PASSWORD, SECURITY.

Following completion of the Account registration process, the Account Administrator will be permitted to designate individual employees and contractors of Customer ("**Users**") to access the Services through Your Account. Once designated by the Account Administrator, Users will be permitted to select a user identification and password, or will have one assigned to them by Intrepid TAG Solutions (each such user identification and password, an "**User ID**"). Each User ID is personal in nature and may be used only by the applicable User to whom that User ID has been assigned. You are solely responsible for all use of the Services by each User and for compliance by each User with the applicable terms of this Agreement. You will ensure the security and confidentiality of each User ID and will notify Intrepid TAG Solutions immediately if any User ID is lost, stolen or otherwise compromised. You acknowledge that You are fully responsible for all costs, fees, liabilities or damages incurred through use of each User ID (whether lawful or unlawful), and that any Services ordered or transactions completed under any User ID will be deemed to have been lawfully completed by You.

THE SHARING OF USER ID'S BY MORE THAN ONE USER IS A VIOLATION OF THIS AGREEMENT.

3. OWNERSHIP OF YOUR DATA.

As between Intrepid TAG Solutions and You, You exclusively own all right, title and interest in and to Your Data and all IPR therein or related thereto. For purposes of this Agreement, "**IPR**" means any and all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights,

moral rights, sui generis rights in databases, and contract rights. Intrepid TAG Solutions will treat Your Data in accordance with the terms of this Agreement and the Privacy Policy. You grant to Intrepid TAG Solutions all rights and licenses in and to Your Data necessary for Intrepid TAG Solutions to provide the Services under this Agreement. As between You and Intrepid TAG Solutions, You retain all of Your rights in and to Your Data and do not convey any rights therein to Intrepid TAG Solutions other than the limited rights and licenses set forth herein. You represent and warrant that none of Your Data violates this Agreement, including the Acceptable Use Policy. You represent and warrant to Intrepid TAG Solutions that You have all necessary right, title, interest and consent necessary to allow Intrepid TAG Solutions to use Your Data for the purposes for which You provide Your Data to Intrepid TAG Solutions. You will defend, indemnify and hold harmless Intrepid TAG Solutions from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorney's fees) incurred or arising from any claim by a third party arising out of or relating to Your Data or the use thereof by Intrepid TAG Solutions in providing the Services.

4. ACCESS TO SERVICES.

During the term of this Agreement, and subject to Your compliance with the terms and conditions of this Agreement, Intrepid TAG Solutions grants You a non-exclusive, non-transferable, limited right to access and use the Services through Your Account solely for Your purposes. You may access the Services and Your Account only by means of the current interface or application programming interfaces (APIs) provided by Intrepid TAG Solutions. You are solely responsible for providing and operating all equipment and other services required to connect with Your Account.

5. DISPUTES

The tracTAG system provided by Intrepid TAG Solutions Pty facilitates direct contact between a registered Account Holder (You) and a finder or individual who contacts You via the website (Finder). All exchanges between You and a Finder are subject to relevant law.

You are solely responsible for Your communication and choice to share information with any Finder who contacts You via TAG Solutions Pty controlled sites. In the event of a dispute arising from such communication or exchange, You are responsible for taking all reasonable actions to resolve or remediate a situation in a lawful manner. TAG Solutions Pty does not act a mediator or conciliator in this communication.

6. FEES.

The fees for the Services will be set forth in the applicable Orders. Except as otherwise specified herein or in an Order, (1) fees are quoted and payable in Australian dollars (2) fees are based on Services purchased and not actual usage, and (3) payment obligations are cannot be cancelled and fees paid are non-refundable. You will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

You will provide Intrepid TAG Solutions with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Intrepid TAG Solutions. If You provide credit card information to Intrepid TAG Solutions, You authorize Intrepid TAG Solutions to charge such credit card for all Services listed in the Order for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order. If the Order specifies that payment will be by a method other than a credit card, Intrepid TAG Solutions will invoice You in advance and otherwise in accordance with the relevant Order. Unless otherwise stated in the Order, invoiced charges are due net 30 days from the invoice date.

If any charges are not received from You by the due date, then at Intrepid TAG Solutions's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) Intrepid TAG Solutions may condition future subscription renewals and Orders on payment terms shorter than those previously specified. If any amount owing by You under this or any other agreement for Intrepid TAG Solutions's services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Intrepid TAG Solutions to charge to Your credit card), Intrepid TAG Solutions may, without limiting Intrepid TAG Solutions's other rights and

remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Intrepid TAG Solutions's services to You until such amounts are paid in full.

7. TERM AND TERMINATION.

7.1 This Agreement will be effective upon the Effective Date. If You have ordered a trial subscription to the Services or a subscription to any free Services, as indicated in an applicable Order (a "**Trial/Free Subscription**"), then the term of this Agreement will continue for the period of the Trial/Free Subscription indicated in the applicable Order and will thereafter expire unless You place an Order for a non-trial subscription to the Services prior to the completion thereof. If You have ordered a subscription to the Services other than a Trial/Free Subscription, then the term of this Agreement will continue for the initial period stated in the applicable Order. Except as otherwise specified in the applicable Order, all User subscriptions shall automatically renew for additional 1 year renewal periods, unless either party gives the other notice of cancellation at least 30 days before the end of the then current period. The fees applicable to the Services during any such renewal period shall be the same as that during the prior period unless Intrepid TAG Solutions provides You with notice of a fee increase at least 30 days before the end of such prior period, in which case the fee increase shall be effective upon renewal. In no event shall any termination or suspension relieve You of the obligation to pay any fees payable to Intrepid TAG Solutions for the period prior to the effective date of suspension or termination. Only an Account Administrator may terminate an Account subscription. Termination may be made by the Account Administrator through an e-mail instruction from Account Administrator's e-mail account as contained in the Account.

7.2 You may terminate this Agreement at any time within 10 days of a change by Intrepid TAG Solutions to this Agreement that adversely impacts You. Intrepid TAG Solutions may terminate this Agreement, at any time, in Intrepid TAG Solutions's sole discretion: (a) upon any breach by You of this Agreement that remains uncured 10 days after Intrepid TAG Solutions delivers written notice to You of such breach; or (b) at any time during any Trial/Free Subscription, for any reason or no reason, upon notice to You. Intrepid TAG Solutions reserves the right to examine Your Data or any other data, information, or content contained within Your Account for the purpose of determining if a violation of this Agreement has occurred. Without limiting Intrepid TAG Solutions's right to terminate this Agreement, Intrepid TAG Solutions may also immediately and indefinitely suspend Your access to the Services, with or without notice to You, upon any actual, threatened, or suspected breach of this Agreement or of applicable law or upon any other conduct deemed inappropriate or detrimental to the Services or any other customer of the Services by Intrepid TAG Solutions in its sole discretion. Termination notices must be addressed to admin@tractag.com.

7.3 Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Services; and (c) all fees then owed by You will become immediately due and payable. Intrepid TAG Solutions will use commercially reasonable efforts to maintain any Customer Data for a period of 30 days following any termination of this Agreement. Provided that You have paid all fees payable to Intrepid TAG Solutions, Intrepid TAG Solutions will either (i) provide the Account Administrator with limited access to download Your Data from the Services, or (ii) at Your expense, download and provide Your Data to the Account Administrator in a mutually agreeable medium. Following such 30 day period, Intrepid TAG Solutions may remove and permanently delete Your Data and other data, information, or content on file with respect to Your Account. If Intrepid TAG Solutions has terminated this Agreement, You (and all Users) are prohibited from re-registering for or using the Services in the future. The provisions of Sections 5, 6.3, 8, 9, 10, 11, and 13 will survive any termination or expiration of this Agreement.

8. DATA PRIVACY.

Notwithstanding anything in the Privacy Policy, Intrepid TAG Solutions will have the right to collect, extract, compile, synthesize, and analyse non-identifying data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Services, which does not include any of Your Data. To the extent any such data or information is collected or generated by Intrepid TAG Solutions, the data and information will be solely owned by Intrepid TAG Solutions and may be used by Intrepid TAG Solutions for any lawful business purpose without any obligation to You or any Users, provided that the data and information is used

only in an aggregated form, without directly identifying You or any User as the source thereof.

9. WARRANTY, DISCLAIMERS, AND LIMITATIONS OF LIABILITY.

9.1 By Intrepid TAG Solutions. Except in the case of any Services provided during a Trial/Free Subscription, Intrepid TAG Solutions represents and warrants to You that Intrepid TAG Solutions will use commercially reasonable efforts to maintain and verify that the Services operate in accordance with this Agreement. Intrepid TAG Solutions's sole obligation and Your sole and exclusive remedy in the event of any failure by Intrepid TAG Solutions to comply with the foregoing sentence will be for Intrepid TAG Solutions to, at Intrepid TAG Solutions's option, re-perform the affected Services or refund to You the fees You have actually paid for the affected Services during the month in which the failure occurred. Notwithstanding the foregoing, You remain solely and entirely responsible for Your compliance with, and will defend, indemnify and hold harmless Intrepid TAG Solutions from and against any claims arising from any actual or alleged violation by You of any international, federal, state or local treaties, laws, rules, regulations or ordinances regarding Your use of or access to the Services or regarding your business, products or services, including, without limitation, regarding data and data privacy and the transmission of electronic mail messages, whether solicited or unsolicited.

9.2 By You. You hereby represent and warrant to Intrepid TAG Solutions that: (1) You are duly authorized by the Customer and have the authority and legal capacity to register and accept this Agreement on behalf of the Customer and to bind the Customer thereto; (2) all Users are at least 18 years of age, or are at least 13 years of age and have parental permission to establish a User ID and/or use and access the Services; (3) You and all Users are eligible to establish a User ID and to become Users, (4) You and all Users accept and agree to be bound by this Agreement, and will take all steps necessary to ensure that You and Your Users so accept and are bound by the same, without limitation or qualification, and (5) You and Your Users will regularly review this Agreement, and in the event of any change, any failure to terminate this Agreement as provided in Section 6 hereof will be deemed to indicate the agreement of the Customer, on its own behalf and on behalf of its Users, to accept and be bound by such changes.

9.3 DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". Intrepid TAG Solutions EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. Intrepid TAG Solutions MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, YOUR ACCOUNT, OR THAT THE SERVICES WILL MEET YOUR OR ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND THE ACCOUNT ARE AT YOUR AND YOUR USER'S SOLE RISK. YOU AND YOUR USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SERVICES OR YOUR ACCOUNT. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to either You or Your Users. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

9.4 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Intrepid TAG Solutions, ITS PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS), INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, YOUR ACCOUNT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF Intrepid TAG Solutions HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, Intrepid TAG Solutions'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SUBSCRIPTION SERVICES (EXCLUDING ANY PER USE OR PROFESSIONAL SERVICE FEES AS SET FOR THE APPLICABLE ORDER) IN THE PREVIOUS 3 MONTHS, EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to either You or Your Users.

10. INDEMNITY.

You and Your Users agree to defend, indemnify and hold harmless Intrepid TAG Solutions and its parents, subsidiaries, affiliates, officers, directors, employees, sponsors, and partners from any claim, liability, loss, cost, expense, demand, or damage (including reasonable attorneys' fees and court costs), arising out of or relating to: (1) Use of or connection to the Services by You or any User or otherwise through Your Account or using any User ID; (2) Registration Information, Billing Information, Your Data or other information transmitted or stored by You or Your Users through or on Your Account or otherwise through the Services, (3) any activities in connection therewith, or (4) Your or Your Users' breach of this Agreement or violation of the IPR or other rights of any third party.

11. PROPRIETARY RIGHTS.

You acknowledge that the Services and the databases, software, hardware and other technology used by or on behalf of Intrepid TAG Solutions to provide the Services (collectively, the "**Technology**") and their structure, organisation, and underlying data, information and source code constitute valuable trade secrets of Intrepid TAG Solutions. You will not, and will not permit any third party to: (1) access or use the Technology, in whole or in part, except as expressly provided in this Agreement; (2) use the Technology to harvest or collect e-mail addresses or other contact information of third parties by any means; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services; (4) use automated scripts to collect information from or otherwise interact with the Technology; (5) use the Technology to intimidate or harass any other people or entities; alter, modify, reproduce, create derivative works of the Technology; (6) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Technology, or access thereto, available to any third party; (7) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Technology; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; or (9) interfere in any manner with the operation or hosting of the Technology, or attempt to gain unauthorized access to the Technology. You will not allow any access to or use of the Services by anyone other than Your authorized Users, and any such use will be consistent with the terms, conditions and restrictions set forth in this Agreement. All trademarks, service marks and logos used in the Services are the property of their respective owners.

12. MISCELLANEOUS.

Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and Intrepid TAG Solutions may assign its rights and delegate its obligations in whole or in part to any affiliate. This Agreement will be governed by and construed in accordance with the laws of Australia and the state of Queensland as applied to agreements entered into and to be performed entirely within Queensland. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against state and federal courts in, Queensland in any litigation arising out of the Agreement. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party. Except for Your obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the internet or a portion thereof. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. You may terminate this license by notifying Intrepid TAG Solutions in writing.