

## Bridge Subscription Agreement

### Your Subscription may include:

1. access to the employment services and NDIS administration software ('**Bridge**') of Bridge SaaS Ltd ABN 14 130 148 560 ('**us**', '**we**', '**our**');
2. use of Bridge; and
3. a period of Subscription,

as specified for the Subscription Options selected by you ('**Subscriber**', '**your**') and approved by us.

### Obtaining Subscriptions

4. We may elect whether to accept Subscriptions from a Subscriber. If we reject a Subscription, we will refund in full any Subscription Fees paid in advance to us for the Subscription.
5. A Subscription is subject to and governed by this Agreement.
6. Each further Subscription constitutes a new independent agreement between the Parties on the same terms and conditions of this Agreement.

### Period of Subscription

7. The period of Subscription starts from the first day after payment for the Subscription is received by us.
8. The Parties may agree in writing to a different length and starting date for a period of Subscription.
9. If payment for an additional Subscription is received by us from the Subscriber during a period of Subscription, the additional Subscription commences from expiration of the current Subscription.
10. A Subscription automatically terminates upon expiration of the period of Subscription.

### Our Services

11. During the period of Subscription, subject to the terms and conditions of this Agreement:  
we will:
  - a. provide Bridge as a cloud based service
  - b. maintain Bridge as accredited for use with the Employment Programs
  - c. maintain Bridge as an NDIS approved software platform connected to the APIs of the NDIS
  - d. host Bridge on the cloud infrastructure of a suitably accredited and qualified cloud infrastructure provider
  - e. provide access to and use of Bridge via <https://fsa.jsbridge.com.au> or such other IP address as we may designate
  - f. make Bridge reasonably available for your use during normal business hours
  - g. provide software development, maintenance and support services for the proper operation of Bridge
  - h. provide user documentation and training for Bridge as we may provide or give access to
  - i. comply with our obligations under the Privacy Act 1988 (Cth) and equivalent state and territory enactments  
we may:
  - j. request your compliance with our policies and procedures that govern your, including any of your users', access to and use of Bridge, including without limitation, our security policies, privacy policy and acceptable use policy ('**Policies and Procedures**')
  - k. notify you of Policies and Procedures by publishing them on our website
  - l. temporarily restrict access to and use of Bridge for reasonable security and legal compliance purposes
  - m. temporarily restrict access to and use of Bridge (i) for operational purposes for reasons outside our control; and (ii) using reasonable endeavours to not affect the availability of Bridge during normal business hours, to perform scheduled or emergency maintenance
  - n. although not obligated to, develop and deploy changes to or new versions of Bridge
  - o. decommission Bridge, provided that if we do so we will provide a pro rated refund to you of the Subscription Fees
  - p. disclose or release data (including Confidential Information) stored in Bridge if legally obligated to do so
  - q. adopt amended provisions for this Agreement (including by publishing them on our website), which will apply when you purchase the next Subscription

### Your access to and use of Bridge

12. During the period of Subscription, subject to the terms and conditions of this Agreement:
  - a. access and make reasonable use of Bridge in accordance with your Subscription Options, our Policies and Procedures and otherwise in accordance with this Agreement
  - b. request user training and software support services from us regarding your access to and use of Bridge as we may make available to you from time to time for your selected Subscription Options
  - c. allow others, using your Subscriber Facilities, to access and use Bridge in accordance with your Subscription Options, our Policies and Procedures and otherwise in accordance with this Agreement
  - d. request copies of your data against payment of our applicable fees
 you must:
  - e. ensure you establish and maintain adequate and secure Subscriber Facilities
  - f. ensure that you are duly licensed, approved, accredited and qualified to provide your services that make use of Bridge
  - g. comply with our Policies and Procedures regarding your access to and use of Bridge
  - h. only use Bridge for lawful purposes and the purposes for which it is intended
  - i. ensure that you have all required consents, permissions and authorisations regarding any personal information (as defined by applicable law) that you supply to us, or enter into Bridge, commensurate with your intended use of Bridge, our processing and storage of such Personal Information on your behalf, and otherwise with the purposes of this Agreement
  - j. not introduce or insert any computer code, malware, computer virus or other malicious code into Bridge (unless we have given express prior written permission for you to do so)
  - k. not decompile, reverse engineer or unlawfully copy Bridge
  - l. ensure that you maintain adequate and sufficient backups of any data that you enter into or store on Bridge (we are not responsible for such backups but will provide you with what backup data we may have at the prices indicated to you)
  - m. not rebrand, resell, sublet, sublicense, assign or otherwise transfer, or grant any interest, right or title in, your rights of access to and use of Bridge without our express prior written agreement, which we may grant or withhold in our sole discretion on such terms and conditions as we may decide
  - n. immediately stop accessing and using Bridge if you no longer have a Subscription
  - o. ensure that your users do not breach any of your obligations under this Agreement
 we and a Subscriber may:
  - p. agree to different Subscription Options for a further period of Subscription
  - q. ensure that only appropriate authorised users have access to Bridge
  - r. ensure that all authorised users have been trained in the proper use of Bridge, and
  - s. ensure proper usage of passwords and access procedures with respect to Bridge.

### **How we invoice**

13. All amounts are in AUD and exclude GST unless indicated otherwise.
14. Subscription Fees tax invoices will be issued to the Subscriber for the Subscription.
15. The fixed portion of a Subscription Fee together with any applicable GST is payable prior to the start of the period of Subscription. The fixed portion of a Subscription Fee remains payable irrespective of non-usage by the Subscriber of a Subscription during its period of Subscription. Unused periods of a Subscription are forfeited and cannot be added to a further Subscription.
16. Subscription Fee components that are determined based on prior usage or requests of the Subscriber ('**Variable Fees**') are invoiced in arrears, and also may be invoiced by us following expiration of a period of Subscription. The Subscriber must pay any Variable Fees within 14 days of receipt of the invoice without deduction, withholding or set off for any reason. Should a credit card be on file it will be billed upon invoice generation.

### **How to pay**

17. Disputed invoice items must be notified within 7 business days of receipt of an invoice.
18. All Subscriber payments must be made by electronic funds transfer to our nominated bank account (the Subscriber may elect to pay the Subscription Fees by direct debit in accordance with our direct debit authorisation terms and conditions).
19. Late payment by the Subscriber of any Subscription Fees may incur any of (a) arrear interest at the RBA's Target Cash Rate + 4% calculated daily and capitalised monthly, and (b) immediate suspension or

termination of a Subscription (including any additional Subscription) after we have notified you of the late payment.

20. Credit Card payments are automatically deducted inline with subscription chosen on a monthly basis.

### **Our and your IP**

21. As between the Parties, any IP in respect of Bridge, including without limitation any created or developed by the Subscriber or any of its users for Bridge, is and will be our sole and exclusive property.
22. Subject to 20, a Party will retain any of its pre-existing IP and any modifications or derivatives thereof.
23. Only to the extent and for the period required by the Subscriber to access and use Bridge in accordance with this Agreement, we grant the Subscriber a revocable, non-exclusive, royalty free, non-transferable and non-sublicensable licence in our IP. The Subscriber receives no other right, title or interest in our IP other than set out in this Agreement.

### **What may be disclosed and said**

24. A Party must secure and keep confidential any Confidential Information of the other Party in its possession or control, and may only (i) disclose it to those members of its personnel with a need to know, and (ii) use it in order to fulfil its obligations under this Agreement.
25. A Party must not make any public announcement or media release regarding this Agreement or the other Party without the prior consent of the other Party.

### **What warranties and guarantees are available to you**

26. Certain consumer rights and guarantees may be available to you under Australian and New South Wales legislation regarding our supply and your use of Bridge, for example, under the Australian Consumer Law, and nothing in this Agreement is intended to unlawfully limit or exclude such rights or guarantees.
27. To the maximum extent lawful, we do not covenant, guarantee or provide warranties that Bridge will be (i) completely free from errors and defects; (ii) always available; (iii) always accessible at a minimum download or upload speed; or (iv) always fit for your purposes in its quality and scope of functionality and operation.

### **Your third party claims**

28. Other than to the extent arising from our negligent or illegal acts, you indemnify and keep us harmless against any third party claims, costs, and expenses (including the costs of defending or settling any action, a claim or demand, on a full indemnity basis), arising out of or in connection with (i) your access to and use of Bridge; (ii) any breach of this Agreement by you or any of your users; (iii) any loss, damage or injury suffered by a third party, caused by your negligence or deliberate act; and (iv) any breach of law including but not limited to any privacy law by you.

### **Limitations and exclusions of our liability**

29. To the maximum extent lawful, our liability in respect of any goods or services which do not conform with their specifications or fitness for purpose, or any breach of or failure to comply with any consumer right or guarantee, or for any other loss, damage or claim in connection with this Agreement, however arising, is limited, at our option, as set out in 29 and 30 below.
30. If the breach or failure relates to goods:
- the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired.
31. If the breach or failure relates to services:
- the supplying of the services again; or
  - the payment of the cost of having the services supplied again.
32. To the maximum extent lawful, we will not be liable to the Subscriber for any indirect or consequential damages, or any loss of data, profits, revenue, opportunity, increased expense, customers, goodwill, or reputation, resulting from or in connection with any defect, failure or delay in the provisioning of Bridge.
33. If our liability is not excluded, then to the maximum extent lawful, our liability for all claims, losses, or damages resulting from or in connection with this Agreement, however arising and from whatever cause, will be limited to and not exceed in the aggregate an amount equal to the Subscription Fees.

### **How do we deal with disputes?**

34. Other than for urgent injunctive relief, a Party may not institute formal dispute resolution procedures or

legal action to resolve any dispute unless it has notified the other Party of the dispute. The Parties must use all reasonable endeavours to in good faith settle the dispute within 60 days of the notification.

### **Suspension and termination**

35. We may suspend your access to and use of Bridge if we have reason to believe that you have breached an obligation under this Agreement until you have remedied the breach to our reasonable satisfaction.
36. A Party may immediately terminate a Subscription upon notice if the other Party (i) commits a material breach of this Agreement, and fails to remedy the breach within a reasonable time; or (ii) in the reasonable opinion of the Party has damaged the reputation and good standing of the Party.
37. A Party may immediately terminate this Agreement upon notice if the other Party is placed under administration, commits an act of insolvency or is provisionally or finally declared insolvent.
38. The accrued rights and obligations of a Party under this Agreement will survive termination.

### **We and you are independent contractors**

39. The Parties are independent contractors and nothing in this Agreement is intended to constitute a relationship of employer:employee, principal:agent, trustee:beneficiary, or partnership or joint venture.
40. The Subscriber is not authorised and may not act as our representative or agent and may not incur any liability on our behalf.

### **General terms and conditions**

41. Subject to the non-excludable provisions of the Australian Consumer Law and similar laws, (i) the Subscriber does not rely on any prior representations or agreements for entering into this Agreement, and (ii) this is the full agreement between the Parties replacing any prior representations or agreements relating to its subject matter.
42. No amendment of this Agreement is effective unless made in writing. No waiver of a Party's rights in respect of this Agreement is effective unless expressly made in writing signed by the Party.
43. To the extent of any conflict or inconsistency, these provisions take precedence over the provisions of any other provisions incorporated by reference, unless expressly indicated otherwise.
44. This Agreement may be signed electronically and exchanged by email in any number of counterparts, which together constitute one and the same instrument.
45. This Agreement is governed by the laws of the State of New South Wales and the Parties consent to the jurisdiction of the Courts of that state.

### **Defined terms**

46. In addition to the meanings given to capitalised terms in other sections of this Agreement, the following capitalised terms where used have the meanings indicated below:
  - 'Agreement'** means this Subscription Agreement and any terms and conditions referred to such as those pertaining to Subscription Options and Fees, and our Policies and Procedures including without limitation our privacy policy and acceptable use policy.
  - 'Confidential Information'** means any oral, written or visual information about a Party including without limitation regarding any of the Party's facilities, infrastructure, systems, operations, policies, procedures, transactions, financials, pricing, products, services, trade secrets, know-how, intellectual property, licences, registrations, directors, officers, employees, contractors, subcontractors, suppliers, service providers and customers, that was disclosed to or obtained by the other Party as a result of the Subscription, and which is not (i) publicly available, or (ii) lawfully known to the other Party without obligation of confidentiality.
  - 'Employment Programs'** means employment services software such as used by Workforce Australia, Disability Employment Services, ParentsNext, New Enterprise Incentive Scheme, Stronger Transitions, Career Transition Assistance, Empowering YOUth Initiatives, Youth Jobs PaTH, Transition to Work, Time to Work, Harvest Labour Service, Launch into Work, National Work, Experience Programme, Work for the Dole or others, which have been included in your Subscription Options.
  - 'Intellectual Property' or 'IP'** means any copyright, trademark, patent, design, layout, method or other intellectual property, whether registered or not, throughout the world in existence, protected or granted under common law or statute.
  - 'NDIS'** means the National Disability Insurance Scheme established under the National Disability Insurance Scheme Act 2013 (Cth).
  - 'Parties'** mean the parties to this Agreement being us and the Subscriber, and **'Party'** means any of them.
  - 'Subscriber'** means the legal or natural person purchasing a Subscription.

**'Subscriber Facilities'** mean the facilities and ICT equipment and infrastructure that the Subscriber requires and uses, to access and use Bridge.

**'Subscription'** means the rights and obligations of access to and use of Bridge in accordance with the selected Subscription Options purchased by the Subscriber.

**'Subscription Fees'** means the prices specified by us for Subscription Options.

**'Subscription Options'** means the specific access and usage rights and pricing for a Subscription as selected and paid for by you.