



Financier Software Pty Ltd

Castaway Forecasting Software Order Form

Trading / Business name:

Postal address:

Street / Physical address:

ABN: Phone:

Contact name: Title:

Email address for Castaway invoices:

Email address for regular Castaway correspondence:

Total number of individuals who will use Castaway (all names and e-mail addresses to be advised):

.....
.....
.....

Quantity	Licence Type Pick either Annual or Monthly option	Price AUD (excl. GST)	GST (Australia Only)	Total
	Standard Licence (1 user) - Annual	\$1,400		\$
	Standard Licence (1 user) - Monthly	\$140		\$
	ADD Consolidation Module - Annual	\$400		\$
	ADD Consolidation Module - Monthly	\$40		\$
	ADD Integrations Module - Annual	\$400		\$
	ADD Integrations Module - Monthly	\$40		\$
	ADD Named Users (each) – Annual	\$400		\$
	ADD Named Users (each) – Monthly	\$40		\$
TOTAL AMOUNT (includes: unlimited forecasts; software maintenance; upgrades & support) Please see the next page to indicate your payment details.				\$

By signing below we acknowledge we have read and accept the attached Castaway EULA:

Authorised User signature:

Date/...../..... Name & Title:

Financier Software Pty Ltd Castaway Software End User Licence Agreement ("EULA")

Thank you for purchasing one or more Castaway software products ("Castaway Software") from Financier Software Pty Ltd A.B.N. 20 140 224 102 ("Financier"). Use of the Castaway Software is provided strictly subject to this EULA.

1. Use of the Castaway Software

1.1 Subject to this EULA, Financier grants you a non-transferable and non-exclusive right for each of your specified or named users ("Licensed Users") to access and use the Castaway Software specified on your User Agreement Form on any computer, server, or network environment that you own or control, or any computer that is owned or controlled by your employees ("Licence"), solely for use in performing business financial calculations and forecasting ("Purpose"). The Licence applies only during the Initial Licence Period and any Renewal Licence Period as set out in clause 12.2 (together, "Licence Period"). The grant of the Licence is subject to and conditional upon you purchasing and paying the applicable licence fees for sufficient Castaway Software Licences for each of your Licensed Users for the Licence Period ("Licence Fee").

1.2 Financier grants you the right to create copies of the Castaway Software to the extent reasonably necessary to install and operate the Castaway Software for use in accordance with this EULA. Financier also grants you the right to create backup and archival copies to the extent reasonably required in the normal operation of your systems. All such copies must include a reproduction of all copyright, trade marks or other proprietary notices contained in the original copy of the Castaway Software.

1.3 You must take reasonable steps to ensure only your Licensed Users may access and use the Castaway Software. You must ensure that any and all Licensed Users of your Castaway Software comply with this EULA. You will be responsible and liable for all acts and omissions of any and all users of your Castaway Software as if these acts and omissions were your own.

2. Restrictions on use

2.1 You may only use the Castaway Software for the Purpose. You must not distribute, publish, transmit, modify, display or create derivative works from or exploit the contents of the Castaway Software, including its user interfaces, in any way. You must not rent, lease, lend, sublicense or otherwise transfer the Castaway Software (or use of it) to any third party. You must not use the Castaway Software in a commercial data processing bureau unless agreed in writing by Financier.

2.2 Except to the extent that applicable laws (including the Copyright Act 1968 (Cth)) prevent Financier from restraining you from doing so, you must not reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the Castaway Software. The source and object code of the Castaway Software must not be accessed, examined or shared except as permitted by law.

3. Documentation

3.1 Financier will provide you with details of how to use the Castaway Software via the Help function in the Castaway Software ("Documentation"). You must only use the Documentation for the Purpose.

4. Delivery and installation

4.1 Financier will provide you with a URL at which you may download the Castaway Software and instructions regarding how to install and uninstall the Castaway Software. You must install and uninstall the Castaway Software yourself in accordance with the instructions.

5. Support and Updates

5.1 Subject to payment of the applicable Licence Fees, Financier will use reasonable endeavours to provide support as outlined in the remainder of this clause for the Castaway Software for the Licence Period.

5.2 Financier will provide support for Licensed Users only. Support may be accessed by contacting Financier's Castaway Software support helpline ("Helpline") via email (support@castawayforecasting.com) or telephone (+61 2 9569 7144 or 1300 227 829) during the hours and dates set out at castawayforecasting.zendesk.com/hc/en-us.

5.3 Financier reserves the right to recommend suitable training instead of providing support to Licensed Users who, in the reasonable opinion of Financier, have not received sufficient training to operate the Castaway Software correctly.

5.4 Financier's support for the Castaway Software does not include technical support for any hardware or installation issues (including, without limitation, in relation to cables, monitor displays or downloads).

5.5 If Financier issues a Castaway Software update which corrects faults, adds functionality or otherwise amends or upgrades the Castaway Software, including a new version of the Castaway Software, ("Updated Castaway Software"), and you install and use the Updated Castaway Software, unless you and Financier agree otherwise, this EULA will continue to apply to the Updated Castaway Software, and the Updated Castaway Software will form part of the Castaway Software for the purpose of this EULA. However, Financier is not obliged to notify you of, or provide you with any Updated Castaway Software.

5.6 You must provide an up-to-date email address to allow Financier (at its discretion) to contact you with notice of updates, pre-release information and support newsletters.

5.7 From time to time, Financier may notify you that you must download Updated Castaway Software and install it if you wish to continue to receive support for the Castaway Software pursuant to this clause 5.

5.8 Any support, maintenance or updates not listed above is not included in the Licence Fees and Financier is not obliged to provide it.

6. Licence Fees and payment

6.1 The Licence is granted on a per Licensed User, per terminal server or remote environment (each being deemed a separate "Computer") basis, not per server / concurrent user.

6.2 Licence Fees are payable per Licensed User, for each Computer on which that Licensed User uses the Castaway Software at any time.

For example:

- (a) if one Licensed User uses two different Computers to access the Castaway Software, Licence Fees are payable as if there were two (2) Licensed Users using the Castaway Software;
- (b) if two Licensed Users access the Castaway Software at different times, using the same Computer, Licence Fees are

payable for both Licensed Users using the Castaway Software; and

(c) if two Licensed Users access the Castaway Software at different times, each using two different Computers, Licence Fees are payable as if there were four (4) Licensed Users using the Castaway Software.

6.3 You are liable for the applicable Licence Fees for the Initial Licence Period and each Renewal Licence Period annually in advance. Financier will specify, or may allow you to select, annual or monthly billing on your User Agreement Form ("Billing Type"). You must pay your Licence Fees to Financier in advance in accordance with your Billing Type. Financier will not activate your Licence until it has received payment of the first instalment of your Licence Fees due according to your Billing Type. You acknowledge that the Licence Fees for each Billing Type may differ to account for the different administrative costs of monthly billing. Additional Licence Fees are payable where you wish to use the Castaway Software in a commercial data processing bureau or otherwise for processing third party data. The current applicable Licence Fees are listed on the Castaway Forecasting website.

6.4 You may order extra Licensed Users, functions, modules, products or services listed at www.castawayforecasting.com/pricing at any time by requesting these from Financier and paying additional charges or Licence Fees at Financier's then current prices. Where additional Licensed Users, functions, products or services are ordered during a Licence Period, the applicable Licence Fee shall be payable in advance pro-rata for the remainder of the then-current Licence Period. The full amount of the Licence Fees in respect of such additional Licensed Users shall be payable for subsequent Renewal Licence Periods.

6.5 The Licence excludes installation, data conversion, on-site help & training and any other services not listed in this EULA. However, Financier may agree to provide certain additional services for additional cost. Please enquire of your Supporting Castaway Consultant for details.

6.6 Financier will accept payment by electronic transfer or credit card (all Billing Types). You are liable for the full amount of the Licence Fees for your current Licence Period, even if you have selected a monthly Billing Type. Subject to the remainder of this EULA, once paid, Licence Fees are not refundable except where refunds are mandatory under applicable law.

6.7 Financier will deliver a tax invoice to the email address stated on your Castaway User Agreement Form.

6.8 By signing the Castaway User Agreement Form, you authorise Financier to charge you the current applicable Licence Fees for the Initial Licence Period and any Renewal Licence Period for the number of Licensed Users and products specified on that Form and any additional Licensed Users or products added by you at a later date.

6.9 Licence Fees may be subject to change from time to time. If Financier changes the applicable Licence Fees during your current Licence Period, these changes will not apply to your existing Licences until the start of the next Renewal Licence Period. However, any additional products, services or rights for Licensed Users in respect of the Castaway Software purchased by you during your current Licence Period will be charged at Financier's currently applicable prices specified at the time of purchase. The current applicable Licence Fees are listed on the Castaway Forecasting website.

6.10 You must notify Financier in writing immediately if there are any changes to the name, contact details and/or installed Computer for each Licensed User of the Castaway Software.

6.11 Without notice, Financier may conduct an audit of your use of the Castaway Software. You agree to cooperate with Financier in the conduct of such an audit and provide reasonable assistance and access to information relevant to your use of the Castaway Software. You agree that Financier shall not be responsible for any of your costs incurred in co-operating with such audit.

6.12 If at any time you exceed the number of Licensed Users for which you have paid Licence Fees, you must immediately notify Financier and must pay Financier within 30 days the pro-rata amount of the applicable Licence Fees for each additional user for the then-current Licence Period from the date that user began using the Castaway Software. Failure to do so shall be a material breach of this EULA.

6.13 You acknowledge and agree that Financier may pay commissions and/or fees to any party who introduces or refers you to Financier or the Castaway Software, or who supports the Castaway Software.

7. Intellectual Property Rights

7.1 In this EULA, "Intellectual Property Rights" means all rights in or to any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

7.2 You agree that:

(a) any and all Intellectual Property Rights and other proprietary rights which subsist in or arise in connection with the Castaway Software or the Documentation, and any modifications or updates to either, anywhere in the world belong to Financier or its licensor and you will not challenge those rights; and

(b) you have no right or title in or to the Castaway Software or the Documentation including any and all Intellectual Property Rights or other proprietary rights apart from the rights expressly granted by this EULA, and any rights granted by law which cannot be excluded by contract with you.

7.3 This clause 7 will survive the termination of the EULA for any reason.

8. Confidentiality

8.1 Confidential information means any information about a party's business, operations or customers received by the other party under or in connection with this EULA or your use of the Castaway Software, but excluding any information which is publicly known, which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party, or which is developed independently by the other party without reliance on any of the disclosing party's confidential information, ("Confidential Information").

8.2 Each party must:

(a) not disclose, and must use reasonable endeavours to ensure that its personnel do not disclose, the other party's Confidential Information to any third party without the written consent of the other party; and

(b) not use the other party's Confidential Information otherwise than in connection with this EULA.

8.3 Notwithstanding clause 8.2(a), a party may disclose Confidential Information:

(a) to its employees, agents, sub-contractors or advisors who require the information for the purposes of this EULA; or
(b) to the extent required by law, judicial authority or a stock exchange, or in connection with legal proceedings relating to this EULA.

8.4 This clause 8 will survive the termination of the EULA for any reason.

9. Warranties

9.1 The Castaway Software is provided on an "as available", "as is" basis. Except as expressly provided by this EULA and to the extent permitted by law, Financier excludes all warranties or conditions (whether implied by statute, general law, custom or otherwise) or representations and, in particular, excludes any warranty, condition or representation that the operation of the Castaway Software will be uninterrupted or error free or that the Castaway Software will be suitable for any particular purpose.

9.2 You acknowledge and agree that the Castaway Software has not been developed to meet your individual requirements and you have relied on your own judgement in determining whether the Castaway Software is suitable for the purposes for which you intend to use the Castaway Software. It is your responsibility to ensure that the facilities and functions of the Castaway Software as described in the Documentation meet your requirements. Financier makes no warranty or representation that use of the Castaway Software or any forecasts or reports created with it will be sufficient to meet any particular accounting or financial reporting requirements. You must rely on your own professional accounting and financial advice services. Financier is not responsible for business decisions taken based on any output of or use of the Castaway Software.

9.3 It is your responsibility to keep your Castaway Software up to date. You acknowledge that if you do not upgrade your Castaway Software to the latest version, or accept updates and support offered by Financier, the functionality of and your use of the Castaway Software may be affected.

9.4 Nothing in this EULA excludes, restricts, or modifies any guarantee, condition, warranty, right, obligation or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified. The Australian Consumer Law and other statutes in force from time to time in Australia may restrict any exclusion or limitation on liability or may imply warranties, representations or conditions, or impose remedies or obligations, upon Financier which cannot be excluded or limited (or modified) except to a limited extent. This EULA must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then, to the extent to which Financier is entitled to do so, Financier limits Financier's liability pursuant to such provisions (at Financier's option) to:

(a) in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and
(b) in the case of services: (i) the supplying of the services; or (ii) the payment of the cost of having the services supplied again.

10. Liability

10.1 To the extent permitted by law, Financier is not liable to you (or any party claiming through you), in tort, contract or otherwise for any:

(a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment (other than cost of repair) or expectation loss; or
(b) any indirect, consequential, special, punitive or exemplary loss or damage, even if such loss or damage was reasonably foreseeable, arose naturally or was in the contemplation of the parties, resulting from use or installation of the Castaway Software.

10.2 To the extent permitted by law, Financier is not liable to you as a result of:

(a) any alteration or modifications made to the Castaway Software and/or Documentation by any person other than Financier or its contractors;
(b) use of the Castaway Software and/or Documentation in combination with any software, equipment, products, processes or materials not permitted by this EULA;
(c) use of the Castaway Software and/or Documentation other than as directed or approved by Financier in writing or otherwise in any manner not contemplated by this EULA; or
(d) any breach of any of the terms of this EULA or any negligence, wilful misconduct or fraudulent act or omission by you or your personnel.

10.3 To the extent permitted by law, Financier's cumulative liability to you in respect of all claims made by you (or any party claiming through you) under or in connection with this EULA, whether arising out of breach of contract, negligence or any other tort, misrepresentation, under statute or otherwise, will not exceed in the aggregate:

(a) for liability arising during the Initial Licence Period, the amount of the Licence Fees paid in respect of the Initial Licence Period; and
(b) for liability arising during a Renewal Licence Period, the amount of the Licence Fees paid in respect of that Renewal Licence Period.

11. Indemnity

11.1 You agree to be liable to and hold harmless Financier, its partners, officers, employees, agents, licensors, suppliers, attorneys and all other persons from and against all liability, damage, loss, costs, fees (including reasonable legal fees) arising out of or in connection with any breach by you of this EULA and any and all unauthorised use you may make of any materials on the Castaway Software.

12. Term and Termination

12.1 This EULA is effective from the date it is executed by both parties ("Effective Date").

12.2 Your rights to use the Castaway Software apply during the Licence Period. The Initial Licence Period and any Renewal Licence Period together constitute the Licence Period. The "Initial Licence Period" commences when we activate your account after we have received (a) your signed User Agreement Form and (b) payment of the applicable Licence Fees, and continues for twelve months, unless and until terminated earlier by you or Financier in accordance with this EULA. Each "Renewal Licence Period", if any, commences on the date following the last day of your then-current Licence Period and also continues for twelve months, unless and until terminated earlier by you or Financier in accordance with this EULA.

12.3 If you wish to renew your Licence, you must pay the applicable Licence Fees for the Renewal Licence Period. You agree that payment of your Licence Fees for a

Renewal Licence Period shall be treated as acceptance of Financier's then-current EULA terms and prices.

12.4 If you do not agree to renew your Licence and pay the applicable Licence Fee for the Renewal Licence Period before the end of your current Licence Period, your Licence will expire and your Licensed Users will no longer be able to use the full functionality of the Castaway Software. All renewals will be on Financier's then current EULA terms.

12.5 Without limiting any other remedy provided by law or this EULA, Financier may terminate this EULA (including your Licences) at any time immediately, or at such later date as it elects, by written notice to you if:

- (a) you fail to pay all or part of the applicable Licence Fees for your current Licence Period by the due date(s);
- (b) you materially breach this EULA and fail to remedy such breach within 14 days after receipt of notice from Financier specifying the breach and requiring it to be remedied; or
- (c) you materially breach this EULA or infringe the Intellectual Property Rights of Financier and the breach or infringement is incapable of remedy; or
- (d) you become insolvent, have an administrator, liquidator, statutory manager or receiver appointed over all or any part of your assets or cease, or threaten to cease, to carry on your business.

12.6 Financier may terminate this EULA without cause by giving you 30 days' written notice at any time. Such termination will be effective from the last day of the current Licence Period.

12.7 You may cease using the Castaway Software at any time during your Licence Period for any reason. However, you will not be entitled to a refund of any Licence Fees paid or payable in respect of that Licence Period.

12.8 On the earlier of the expiry or termination of the Licence Period and/or this EULA, the Castaway Software will revert to a read-only version and you will no longer be able to use its full functionality.

13. Notices

13.1 You agree to advise Financier, in writing, if you change your location, email, fax, postal address, payment details or if there is any information that we should know about your ability to comply with this EULA.

13.2 Without limiting any other means by which Financier may give you notice, Financier may give notice by delivering it to the last-known location where the Castaway Software was used or your most recently notified email, fax or postal address.

14. Assignment and sublicensing

14.1 You must not assign, sub-license, sub-contract, mortgage or otherwise transfer or dispose of this EULA or any of its rights or obligations under it (including, without limitation, for facilities management or outsourcing purposes) without the prior written consent of Financier.

14.2 Financier is entitled to assign its rights under this EULA upon written notice to you.

15. Entire agreement

15.1 This EULA is the entire agreement of the parties about the subject matter of this EULA and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.

16. Amendment

16.1 Subject to clause 16.2 below, this EULA may be amended only by a document signed by both parties.

16.2 Financier may change the terms of this EULA or the Licence Fees for the Castaway Software at any time and such changes will take effect from the start of any subsequent Renewal Licence Period. Financier will give you notice prior to the start of any Renewal Licence Period of the current EULA terms or the price of the Castaway Software for your selected number of Licensed Users, which may be by email referring you to Financier's website. If you do not agree to these changes, you may elect not to renew your Licence from the end of your current Licence Period. All renewals will be on Financier's current EULA terms as at the date the new Renewal Licence Period commences.

17. Governing law

17.1 This EULA shall be governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia