END-USER SOFTWARE LICENSE AGREEMENT

This Click Studios Customer Agreement (the "Agreement") is between you and Click Studios (SA) Pty Ltd (ABN 68 552 128 552) ("Click Studios"). If you are agreeing to this Agreement not as an individual but on behalf of your company, then "Customer" or "you" means your company, and you are binding your company to this Agreement. Click Studios may modify this Agreement from time to time, subject to the terms in Section 15 (Changes to this Agreement) below.

By clicking on the "I agree" (or similar button) that is presented to you at the time of your Order, or by using or accessing Click Studios products, you indicate your assent to be bound by this Agreement.

This End-User Software License Agreement (the "Agreement") is made and effective,

BETWEEN: **[Click Studios]** (the "Licensor")

AND: **[You]** (the "Licensee")

RECITALS

WHEREAS, Licensor has developed certain computer programs and related documentation and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1.   DEFINITIONS

"Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

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9. SOFTWARE INSTALLATION AND ACCEPTANCE

Licensor shall use reasonable efforts to deliver the Licensed Copies of the Software and Documentation to the Licensee in reasonable time. Licensee shall have 90 days from the Delivery Date to perform acceptance testing. Licensee's Acceptance of the Software shall occur at the earlier of Licensee's operational use of the Software, or the expiration of 90 days from the Delivery Date without the provision of notice by Licensee to Licensor of any Error(s). If Licensee provides notice to Licensor of any Error(s) and Licensor verifies the alleged Error(s), the Software shall be accepted upon Licensor's correction of such Error(s).

10. PUBLICITY

Licensor shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Licensee.

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12. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

13. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

14. RETURN POLICY

As part of our commitment to customer satisfaction, it is our customary business practice to provide reasonable support during the evaluation phase of Click Studios' software. If during this evaluation phase our software is deemed not suitable, it can be removed from your systems with no further commitment to purchase software from Click Studios. If after purchase a fault is found which cannot be adequately resolved by Click Studios within reasonable time frame, a full refund for amount purchased can be obtained. We will not accept returns after the 30-day return period. You understand that Click Studios may change this practice in the future in accordance with Section 15 (Changes to this Agreement).

15 CHANGES TO THIS AGREEMENT

We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, posting on our blog, or in the Product itself). If we modify the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the updated Agreement is required for you to continue using the No-Charge Products. You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes

effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

16. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.