

Interlate Software General Terms and Conditions

1. Definitions

The following definitions apply to these General Terms and Conditions:

Access Credentials	means username and password pair(s) or such other access credentials to use the Software Subscription Services assigned to the Customer.
Agreement	means the agreement that arises between the Company and the Customer on the acceptance by the Company of an Order Form completed and signed by the Customer for the supply of the Software and Software Subscription Services by the Company to the Customer the basis of the terms and conditions set out in this document.
Business Day	means Monday to Friday, excluding Australian national public holidays.
Business Hours	means the hours between 9.00am and 5.00 pm Australian Eastern Standard Time (AEST) in a Business Day.
Cloud Platform	means the website or electronic platform on which the Software is hosted, including any website or electronic platform controlled or operated by a third party.
Company	means Mining Excellence Alliance (Processing) Pty. Limited (ABN 97 612 631 599, with offices at Level 1, 143 Coronation Drive, Milton 4064, Queensland, Australia.
Confidential Information	means all confidential, non-public or proprietary information (including a party's Intellectual Property Rights or the terms and conditions of each Order Form), regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of each Order Form, relating to the business, technology or other affairs of the party disclosing the information, but does not include information: <ul style="list-style-type: none"> (a) which is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence; (b) which the party receiving the information can provide by contemporaneous written documentation was already known to it at the time of disclosure by the other party or independently developed by the party receiving the information without reference to the Confidential Information of the party disclosing the information; or (c) which the party receiving the information acquires from a source other than the other party or any of its Representatives, where such source is entitled to disclose it on a non-confidential basis.
Contract End Date	means the final date of availability of the Customer's Software Subscription Services as specified in an Order Form.
Contract Start Date	means the commencement date of Software Subscription Services as specified in an Order Form.
Customer	means the entity specified as the customer in each Order Form as "Customer" entered into or accepted by the Company.
Deliverables	means the granting of access by way of a licence to use the Software together with all related user manuals and documentation.
Existing Materials	means all documents, data, design, software systems, processes, inventions, reports, databases, computer software, hardware and other information and intellectual property belonging to the Company which the Company makes available to the Customer or otherwise employs for the purposes of using the Software.

Fees	means all of the fees payable by the Customer under this Agreement and each Order Form.
Intellectual Property Rights	means all copyright, trademark, patent, design, semiconductor, confidential information, moral, trade secret, circuit layout rights or any like rights to the foregoing, whether arising by common law or by statute or any right to apply for registration under a statute in respect of such rights.
Law	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
Loss	means direct disbursements, losses, liabilities, damages, charges, costs and expenses (including legal costs and expenses on a solicitor/Customer basis), claims, demands, actions or proceedings (each a Loss) and for the purposes of clarity does not mean or include indirect, economic, special or consequential loss, or in any event for any loss of revenue, loss of production, loss of profit or loss of data.
Milestone	means any fixed date to be met by the Company in performing any of its obligations under this Agreement.
Order Form	means the order form in an online format as specified by Company from time to time, agreed by the parties for the supply of the Software and Software Subscription Services by the Company to the Customer.
Operator	means the third-party operator of the Cloud Platform.
Personnel	means in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party and, in the case of the Company, includes a subcontractor.
Related Body Corporate	has the same meaning as attributed under the Corporations Act 2001 (Cth).
Software	means the Software application.
Software Annual Contract Value	means the total value as specified in the Order Form for 12 calendar months of Fees for the Company's Software.
Software Subscription Services	means the Company's provision of access to the Software under an Order Form.
Subscription Fee	means the subscription fee payable by the Customer, as set out in an Order Form.
Subscription Limitations	means the subscription limitations set out in an Order Form (if any).
Subscription Term	means the term of the Software Subscription Services as set out in an Order Form.
Term	has the meaning as defined in clause 12.1 of this Agreement.
User	means one individual who is authorised by the Customer to use the Software Subscription Services, for whom the subscription to the Software Subscription Service has been ordered, and who has been supplied with Access Credentials.

2. Order Forms and Software Subscription Services

- 2.1. During the term of this Agreement, Customer shall purchase a Software Subscription Service from the Company by completing the Company's online Order Form and providing it to the Company.

- 2.2. Upon the Company's acceptance of the Order Form, the Order Form will be incorporated into this Agreement.
- 2.3. The Company grants the Customer a limited, non-exclusive and non-transferable licence to use and access the Software on the terms and conditions of this Agreement (**Licence**).
- 2.4. The Licence is subject to the Customer complying with the terms of this Agreement and using the Software within the Subscription Limitations.
- 2.5. The Company shall deliver the Software in accordance with any relevant Milestone date.
- 2.6. Unless otherwise specific in the applicable Order Form:
 - (a) Software Subscription Services are purchased as User subscriptions and may be accessed by no more than one User;
 - (b) additional User subscriptions may be added during the applicable Subscription Term, which will be charged at the same Subscription Fee, proportional to the increase. Company will not unreasonably agree to the request to increase the number of Users; and
 - (c) the added User subscriptions will terminate on the same date as the pre-existing subscriptions.
- 2.7. User subscriptions are for a designated User only and cannot be shared or used by more than one User, but may be reassigned to a new User(s) replacing a former User(s) who no longer requires ongoing use of the Software.
- 2.8. If Company accepts the request to increase the User subscriptions under clause 2.5(c), the Subscription Fee will be increased from the date the additional User subscriptions are increased (pro-rata for the first year on a monthly basis for the balance of the year), and the Customer must immediately pay the increase.
- 2.9. For the avoidance of doubt, Company may refuse to accept any request made within the Term to decrease the User Subscriptions.

3. Access to and use of the Software

- 3.1. The Customer must use the Software in accordance with the documentation relevant to the Software and any directions given by Company from time to time, and only for its internal business purposes.
- 3.2. The Customer is responsible for the supervision, management and control of all Access Credentials and use of the Software via the Access Credentials.
- 3.3. Except for any unauthorised use by Company's own staff, the Customer acknowledges and agrees that any access to or use of the Software via the Access Credentials is deemed to be access or use by the Customer.
- 3.4. The Customer agrees to keep all usual and proper records relating to authorised Users and Access Credentials. The Company may request that the Customer conduct an internal audit of all Software in use throughout the Customer organization, comparing the number of User(s) to the number of Software Subscription Services purchased, at any time up to one year after the Licence expires. Following any audit, the Customer agree to deliver to the Company a written statement signed by an authorized representative, certifying that either (i) the Customer has purchased sufficient Software Subscription Services to permit all Users disclosed by the audit or (ii) the Customer has ordered sufficient Software Subscription Services to permit all Users disclosed by the audit. By requesting an audit, the Company does not waive its rights to enforce this Agreement or to protect its Intellectual Property Rights by any other means permitted by law.
- 3.5. The Software Subscription Services commences on the Contract Start Date for the Software set out in the Order Form and continues for the initial Subscription Term.
- 3.6. Customer acknowledges that the Software Subscription Services will automatically renew for the same period as the initial Subscription Term upon the expiry of the then current Subscription Term unless the Customer provides written notice to the Company that it does not wish to renew the Software Subscription Services at least 30 days' prior to the expiry of the then current Subscription Term

4. Cloud Platform and Upgrades

- 4.1. The Customer acknowledges that the Software is hosted on the Cloud Platform, and in order to exercise its rights under this Agreement to use the Software, the Customer must accept and comply with the terms of use of the Cloud Platform as annexed to or provided as a link in the Order Form, as may be amended from time to time. If the Customer fails to do so, Company is not liable for any failure of the Customer to access or use the Software.

- 4.2. The Customer acknowledges that use of the Software may from time to time be subject to certain technical limitations. The Customer is responsible for ensuring that its use of the Software complies with the technical limitations.
- 4.3. The Customer accepts the terms of use of the Cloud Platform at its sole risk. The Customer releases Company from all Loss of any kind (including loss of profits and consequential loss) arising from or in connection with:
- (a) the acceptance and compliance (or otherwise) by the Customer of the terms of use of the Cloud Platform referred to in clause 4.1;
 - (b) any changes to the Cloud Platform;
 - (c) any defect, interruptions or unavailability of, or changes to, the Cloud Platform; or
 - (d) any claims or proceedings brought by the Operator against the Customer arising from or in connection with the Customer's use of the Cloud Platform.
- 4.4. The Customer indemnifies Company from and against all claims and proceedings brought by the Operator against Company arising from or in connection with the Customer's use of the Cloud Platform.
- 4.5. Company may from time to time upgrade the Software via the Cloud Platform. All such upgrades will form part of the Software and the Software Subscriptions Services provided under this Agreement.
- 4.6. The Cloud Platform may be amended from time to time by the Operator. The Customer acknowledges that such amendments are outside of the control of Company. To the extent that any amendments to the Cloud Platform affect the functionality or performance of the Software, Company will use commercially reasonable endeavours to amend the Software to restore its functionality and performance. Company warrants that it is a member of all applicable Operator partner programs that relate to the Customer's use of the Software per the Order Form.

5. Availability and Suspension

- 5.1. The Customer acknowledges and agrees in accordance with clause 4.1 that the availability of the Software via the Cloud Platform may not be free from interruptions, and Company does not warrant access to the Software will be uninterrupted or available when required.
- 5.2. Company may acting reasonably suspend or withdraw the availability of the Software Subscription Services if:
- (a) Company reasonably suspects that the Software or Software Subscription Services has been misused by the Customer or that the Access Credentials have been compromised;
 - (b) the Cloud Platform is unavailable for any reason;
 - (c) the Subscription Limitations have been exceeded; or
 - (d) any significant adverse effect on the Software Subscription Services or its operation or security occurs which, in the reasonable opinion of Company, is due to the use of the Software Subscription Services by the Customer
- 5.3. The Customer releases Company from all Loss of any kind arising from or in connection with any suspension or withdrawal under clause 5.2.

6. Fees

- 6.1. The Company may invoice the Customer, and the Customer must pay all relevant Fees, in accordance with the Order Form.
- 6.2. Unless expressly stated otherwise in an Order Form, the Customer shall pay all invoices issued by the Company on the earlier of due date for payment specified on the Order Form and thirty (30) days of the invoice date.
- 6.3. If the Customer fails to pay an amount on the due date for payment, the Customer must pay to the Company interest at the rate of 9% per annum on that amount, calculated and payable daily, computed from the due date until the amount is paid in full.
- 6.4. Without limiting any rights the Company may have, the Company may suspend the provision of any Software and the Software Subscription Services if any amount remains unpaid for a period of longer than sixty (60) days.

- 6.5. Other than taxes on the Company's net income, all amounts invoiced by the Company shall be exclusive of foreign, federal, state or local taxes (including GST), and the Customer must pay an additional amount on account of any such taxes (which will be calculated by the Company and set out in the invoice).

7. Intellectual Property Rights and Data Collection

- 7.1. The Customer acknowledges and agrees that all Intellectual Property Rights in and relating to the Software are and remain the property of Company or its licensors (as applicable).
- 7.2. Nothing in this Agreement transfers any right, title to or interest in the Software or the Cloud Platform to the Customer. The Software is subject to copyright. The Customer must not copy or reproduce the Software by any means or in any form, or directly or indirectly allow or cause a third party to do so, without Company's prior written consent. The Customer must notify Company immediately on becoming aware of any unauthorised use or copying of the Software.
- 7.3. Subject to clause 7.1, all Intellectual Property Rights subsisting in the Existing Material will remain the exclusive property of the Company.
- 7.4. To the extent that any Deliverable incorporates any Existing Materials, the Company grants to the Customer a perpetual, royalty-free, non-exclusive licence to use and reproduce the Existing Materials, but solely for the purpose of, and only to the extent required, to enjoy the benefits of the Deliverable.
- 7.5. To the maximum extent permitted by law, the Customer must not:
- (a) reverse engineer, decompile or disassemble the whole or any part of the Software, or create derivative works based on the Software;
 - (b) permit or enable unauthorised access or use of the Software or accompanying written materials by third parties; or
 - (c) directly or indirectly allow or cause a third party to do any of those things, without Company's prior written consent.
- 7.6. All Intellectual Property Rights in the Customer's data stored or processed during the Customer's use of the Software Subscription Services remain the property of the Customer or its licensors (as applicable).

8. Privacy Policy

- 8.1. The Company is committed to protecting the privacy of Personal Information related to the provision of Software by the Company to the Customer in each Order Form. The Company agrees to abide by the Company's privacy policy which is available at: <https://www.interlate.com/privacy>

9. Data Breach Response Policy

- 9.1. The Company warrants it has a Data Breach Response Policy in place for the Term of every Order Form. The objective of the Company's Data Breach Response Policy is to contain, assess and respond to any reported data breaches in a timely fashion and help mitigate potential harm to affected parties.
- 9.2. The Customer may request the Company to provide a copy of its Data Breach Response Policy.

10. Marketing

- 10.1. The Customer grants the Company permission to use any name or logo of the Customer or its affiliates in any of the Customer's marketing materials. The Company shall include a trademark attribution notice giving notice of the Customer's ownership of its trademarks in any marketing materials in which the Customer's name and logo appear.

11. Confidentiality

- 11.1. Each party may use the other party's Confidential Information solely for the purposes of this Agreement, must keep confidential all Confidential Information of the other party and may disclose the other party's Confidential Information only to its representatives if the person to whom disclosure is made has undertaken to keep confidential any information so disclosed.
- 11.2. The obligation of confidentiality does not extend to (i) Confidential Information which a party can prove is in, or comes into, the public domain other than by breach of this Agreement, (ii) was lawfully in its possession prior to disclosure to it, (iii) was received from a third party who is not under an obligation to the disclosing party to maintain the Confidential Information in confidence and who legitimately obtained the Confidential Information or (iv) which a party is required to disclose to the extent necessary to enforce this

Agreement or comply with any applicable law, any court proceedings, the requirements of any regulatory body or the rules of any stock exchange on which the shares of that party or any Related Body Corporate of that party are listed or are proposed to be listed.

12. Term and Termination

- 12.1. **Term.** This Agreement will commence on the applicable Contract Start Date in each Order Form and will remain in full force and effect in respect of each Order Form until the expiry of the Order Form or termination of this Agreement as set out below (**Term**).
- 12.2. **Termination due to Breach.** In the event either party materially breaches this Agreement, the innocent party may, without prejudice to its other rights and remedies, terminate this Agreement by giving prior written notice of thirty (30) days, provided that the breach remains uncured at the end of such notice period.
- 12.3. **Termination for Insolvency.** Either party may terminate this Agreement upon written notice to the other party (**Defaulting Party**) in the event: (i) the Defaulting Party suspends payment of its debts; (ii) the Defaulting Party becomes an externally-administered body corporate under the Corporations Act 2001; (iii) steps are taken by any person towards making the Defaulting Party an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days); (iv) a controller (as defined in section 9 of the Corporations Act 2001) is appointed of any of the property of the Defaulting Party or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days); (v) the Defaulting Party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001; or (vi) an event happens analogous to an event specified in paragraphs (i) to (v) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied.
- 12.4. **Consequences of Termination.** Upon termination of this Agreement by the Company, the Company may at its election, terminate in whole or in part, any Order Form attached hereto, or the Software Subscription Services provided hereunder. If the Customer terminates this Agreement it must nominate the applicable Order Form which is to be terminated and any other Order Form may continue unless expressly the subject of the termination notice. Upon termination of this Agreement (including any Order Form) for any reason, (i) the Company is released from all obligations to provide the Software Subscription Services, (ii) the recipient of any confidential information hereunder shall, at the disclosing party's direction, return or destroy it and certify in writing that this provision has been complied with, and (iii) all amounts due and payable, including any expenses, costs and investments made by Company specifically for the Customer as identified in the relevant Order Form(s), shall be paid by the Customer to the Company immediately.

13. Warranties and Disclaimer

- 13.1. **Mutual Warranties.** Each party represents and warrants to the other party that it:
- is duly organised and in good standing under the laws of the jurisdiction in which it is organised;
 - has the power and authority and the legal right to enter into this Agreement and to perform the obligations hereunder;
 - has taken all necessary action on its part to authorise execution and delivery of this Agreement and the performance of its obligations hereunder; and
 - has not relied on any representations made to it which are not expressly stated in this Agreement.
- 13.2. **Company Warranties.** The Company represents and warrants that:
- it has all rights, title, licences, interests and property in the Software;
 - the Software will be fit for the purpose;
 - the Software will be complete, accurate and free from material faults in design; and
 - the media on which the Software is furnished will be, under normal use, free from defects in materials, design and workmanship.
- 13.3. **No Warranty.** The Software is provided "as is" and the Company does not warrant:
- the results that may be obtained from the use of the Software; and
 - that the Software will be error free.
- 13.4. **IP Warranty.** The Company warrants that:
- the Software does not infringe the Intellectual Property Rights of any person; and



- (b) it has the necessary rights to vest the Intellectual Property Rights and authority to grant the licence referred to in this Agreement.
- 13.5. **Remedy for Breach of IP Warranty.** If a third party claims, or the Customer reasonably believes that a third party is likely to claim, that all or part of the Software infringe their Intellectual Property Rights, the Company must, in addition to the indemnity under clause 15.1 and to any other rights that the Customer may have against it, promptly, at the Company's expense:
- (a) use its best efforts to secure the rights for the Customer to continue to use the affected the Software free of any claim or liability for infringement; or
 - (b) replace or modify the affected Software so that the use of the Software does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the Software.

14. Limit of Liability

- 14.1. The Customer acknowledges that it is relying solely on its own skill and judgement in determining the suitability of the Software and the Software Subscription Services for its business or for any general or specific purposes.
- 14.2. Except as expressly set out in this Agreement, to the maximum extent permitted by law, and subject to clause 14.4, the Company excludes all representations, warranties, terms, conditions and undertakings in respect of the Deliverables, Software, and the Software Subscription Services, including any warranties regarding the merchantability or fitness for purpose.
- 14.3. To the maximum extent permitted by law, the Company is not liable to the Customer in any circumstances for any indirect, economic, special or consequential loss, or in any event for any loss of revenue, loss of production, loss of profit or loss of data.
- 14.4. In relation to any condition, warranty or representation implied by law that cannot be excluded, where permitted by law, Company' liability to the Customer on any basis and in any circumstances (including liability for negligence), at the sole discretion and option of Company is limited:
- (a) to the minimum obligations or liabilities permitted by law; and in any event
 - (b) will not exceed the amount equal to the Fees paid by the Customer in the first year of the Term.
- 14.5. **Liability - Relevant Law.** The liability of a party for breach of this Agreement, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Agreement, will be determined under the relevant law in Australia.

15. Indemnities

- 15.1. **Indemnity by the Company.** Notwithstanding any other provision of this Agreement, the Company indemnifies the Customer against Losses reasonably sustained or incurred by the Customer as a result of a claim made or threatened by a third party arising out of or in connection with an allegation that any Software infringes the Intellectual Property Rights of a third party.
- 15.2. **Customer's Obligations.** Where the Customer wishes to enforce an indemnity under clause 15.1 it must:
- (a) give written notice to the Company as soon as practicable;
 - (b) make reasonable efforts to mitigate the relevant Loss; and
 - (c) subject to the Company agreeing to comply at all times with clause 15.1, permit the Company, at the Company's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow.
- 15.3. **Company's Obligations.** In the event that the Company is permitted to handle negotiations or conduct litigation under clause 15.2(c), the Company must keep the Customer informed of any significant developments relating to the conduct of the defence or settlement of any claim.
- 15.4. **Customer Indemnity.** Except to the extent of any claims against Company by a third party alleging that the Software infringes the Intellectual Property Rights of that person, the Customer indemnifies Company against all Loss of any kind incurred or suffered by Company arising directly or indirectly as a result of or in connection with:
- (a) a breach or non-performance of any of the obligations of the Customer under this Agreement;
 - (b) the Customer's use of the Software, the Deliverables or the Software Subscription Services; or
 - (c) any claim or proceedings against Company arising out of or in connection with the Customer's use or access of the Software, the Deliverables or the Software Subscription Services.

15.5. **No Limitation of Liability.** Any limit on the liability of each party under clause 14 does not apply in relation to liability relating to a breach of any obligation of confidentiality, security requirement or privacy.

16. Protection of Personal Information

- 16.1. **Application of the Clause.** This clause applies only where the Company deals with personal information when, and for the purpose of, providing the Software under this Agreement, but does not derogate from any obligation the Company may have under the Law or under this Agreement in relation to the protection of security.
- 16.2. **Definitions.** In this clause unless repugnant to the sense or content, terms, words and expressions have the same meaning as is given to terms, words and expressions in the Privacy Act 1988 (Cth) (the **Privacy Act**).
- 16.3. **Obligations.** The Company agrees in respect of the provision of the Software under this Agreement:
- (a) not to use or disclose personal information obtained during the course of providing the Software under this Agreement, except for the purposes of this Agreement;
 - (b) not to do any act or engage in any practice that would breach an Australian Privacy Principles contained in the Privacy Act;
 - (c) to carry out and discharge the obligations contained in the Australian Privacy Principles;
 - (d) not to use or disclose personal information or engage in an act or practice that would breach the Privacy Act;
 - (e) to immediately notify the Customer if the Company becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 16, whether by the Company or any subcontractor;
 - (f) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause; and
 - (g) to ensure that any employee of the Company who is required to deal with personal information for the purposes of this Agreement is made aware of the obligations of the Company set out in this clause.
- 16.4. **Subcontracts.** The Company must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Company has under this clause, including the requirement in relation to subcontracts.
- 16.5. **Indemnity.** Notwithstanding clause 14, the Company agrees to indemnify the Customer in respect of any Loss suffered or incurred by the Customer which arises directly or indirectly from a breach of any of the obligations of the Company under this clause.

17. Governing Law and Dispute Resolution

- 17.1. This Agreement shall be governed by the laws of the State of Queensland, Australia.
- 17.2. Disputes under this Agreement, if not first resolved amicably between the parties within thirty (30) days from the written notification of the existence of such dispute by one party to another, shall be submitted for mediation.
- 17.3. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of Resolution Institute, or the Chair's designated representative.
- 17.4. The Resolution Institute Mediation Rules shall apply to the mediation.
- 17.5. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

18. General

- 18.1. **Assignments.** This Agreement (and each Order Form) may not be assigned by either party without the other party's prior written consent which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both parties, their successors and permitted assigns.
- 18.2. **Notices.** Communication of a routine nature may be transacted by email. Communication of a non-routine nature, including notices for termination shall be given in writing addressed to the address first written above and marked to the attention of the principal points of contact indicated in the applicable Order Form.
- 18.3. **Independent Contractor.** The relationship of the parties to each other shall be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture.



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- 18.4. **Non-Solicitation.** To the maximum extent enforceable by applicable law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, for itself or on behalf of any other person (i) hire or solicit for hire any employee of the other party except through a general advertisement; (ii) in any manner attempt to influence or induce any employee of the other party to leave the employment of such party; or (iii) disclose to any person or entity any information obtained while rendering services to or receiving services from the other party concerning the names and addresses of the other party's employees.
- 18.5. **Force Majeure.** Neither party shall be liable for any failure to perform its obligations (other than obligation to make payment) under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.
- 18.6. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the same shall not affect the remaining provisions hereof, which will remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 18.7. **Entire Agreement/Amendment.** This Agreement together with each accepted Order Form and any exhibits attached hereto shall form the entire agreement between the parties with respect to the subject matter hereof. The terms and conditions set out in this Agreement supersede all prior or contemporaneous negotiations, agreements and understandings, oral or written or implied, between them regarding the subject matter hereof. An amendment or variation to this Agreement or an Order Form is not effective unless it is in writing and signed by the parties.