

DIGIROCK PTY LTD A.C.N. 081 973 033
EXPLORATION-ON-LINE USER TERMS AND CONDITIONS

Interpretation

1. In these conditions:

'Confidential Information' means all information or knowledge of Digirock in whatever form (whether oral, written or embodied or residing in any document, equipment or any other medium whether in documentary, visual, machine readable or other form) which is:

- (a) by its nature confidential;
- (b) designated by Digirock as confidential; or
- (c) the Customer knows or ought to know is confidential.

'Customer' means you the person (whether a company or individual) who purchased and uses EOL.

'Digirock' means Digirock Pty Ltd A.C.N. 081 973 033 which is the owner and licensor of EOL.

'Documentation' means any instruction manuals, user guides and other documentation and technical information with respect to EOL Software made available from time to time by Digirock in either printed or machine readable form.

'Electronic Device or System' means a computer or computer system or network or comparable electronic devices, systems or networks capable of reading and operating the Software.

'EOL' means the product known as Exploration-On-Line provided as both a Hard Copy Product and/or EOL Software consisting of manuals, guidelines and forms covering exploration based procedures, OH&S, field operations and practical scenarios relating to resource exploration.

'Fees' means the Purchase Price, Subscription Purchase Price or other fees payable by the Customer from time to time for EOL.

'Hard Copy Products' means a paper copy of EOL and textual and/or graphic information produced through the use of EOL;

'Intellectual Property Rights' means all intellectual property rights (registered and unregistered) including rights of any kind in:

- (a) any trademarks, logos, trade names, domain names or get-up;
- (b) patents, inventions, discoveries and novel designs (whether or not registrable as patents or designs);
- (c) copyright (including future copyright) in all literary works, artistic works, computer software and other work or subject matter in which copyright subsists or may in the future subsist;
- (d) any database protection rights whether arising under statute or otherwise; and
- (e) trade secrets or know how.

'Licence' means the licence granted to the Customer to use EOL contained in clause 2.

'Permitted Use' means using EOL strictly for the Customer's personal use or internal use in carrying on the Customer's business.

'Purchase Price' means the initial fee paid by the Customer to purchase EOL.

'Software' means the electronic version of EOL, which may contain instructions or statements in machine readable medium, being a collection of digitised documents capable of being opened, read, interpreted and manipulated by word processing programmes. .

'Subscription Update Fee' means the fee payable by the Customer in order to receive updates of EOL.

'Terms' means these terms and conditions as amended from time to time.

'Updates' means updates and new versions of EOL.

Licence

- 2.1 Subject to clause 2.5, any termination rights in these Terms and the payment of the required Fees, Digirock grants to the Customer a personal (with no right to sub-licence), perpetual, royalty free, non-exclusive and non-transferable licence to use EOL strictly on these Terms.
- 2.2 On payment of the required Subscription Update Fee the licence granted in clause 2.1 will extend to any Updates.
- 2.3 Where EOL is supplied as Software it can only be copied or installed on an Electronic Device or System controlled by the Customer.
- 2.4 By copying, installing, accessing or using EOL the Customer is deemed to have accepted and be bound by these Terms.
- 2.5 There are no additional user licences for EOL Software and it may be used by any number of the Customer's personnel on an Electronic Device or System controlled by it. For clarity this does not permit a Customer, to share or allow the use of EOL by any of their Related Bodies Corporate as that term is defined in the Corporations Act 2001 (Cth)) or their personnel or any other person.

Fitness for Purpose

- 3.1 The Customer is fully responsible for determining the suitability and fitness for purpose of EOL and Digirock to the extent allowable at law, makes no warranties as to the suitability, fitness for purpose, accuracy or completeness of EOL unless specifically warranted in writing.
- 3.2 The Customer must conduct and rely on its own investigations as to whether its equipment, software and other systems are compatible for use with EOL Software.
- 3.3 Any descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter of Digirock do not form part of these Terms or the Licence.

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Customer Obligations

4. The Customer must:
- 4.1 use EOL in good faith in accordance with these Terms;
 - 4.2 comply with the laws of the Commonwealth of Australia, including not using EOL in a manner that infringes upon the privacy of a person;
 - 4.3 not use EOL to train Customer's clients without Digirock's prior written consent;
 - 4.4 at all times protect any of Digirock's Confidential Information it may have received from unauthorised disclosure;
 - 4.5 ensure its use and the storage (whether in any hard copy form or on any Electronic Device or System or media) of EOL and any associated Confidential Information is secure, protected from any damage and not accessible by any unauthorised third parties.

Prohibited Use and Warranties

5. The Customer warrants that it will only use EOL for the Permitted Use and will not:
- 5.1 reproduce any part of EOL; except:
 - (a) with respect to the EOL Software:
 - (i) for temporary reproduction in RAM (random access memory);
 - (ii) where automatically reproduced by an internet browser;
 - (iii) for making one back-up copy to protect against loss of the original;
 - (iv) alter or attempt to combine it, in whatsoever manner, with other materials, software or components of any kind; or
 - (b) Customer may reproduce precedent documents and extracts and alter forms and content which are clearly indicated as being able to be completed, modified or adapted in order to fit with the Customer's internal processes and procedures;
 - 5.2 on-license, lease, lend, sell, distribute or otherwise make available (to include but not limited to by way of hard copy or by means of any electronic device or format) EOL whether for reward or otherwise to any third party;
 - 5.3 produce Hard Copy Products except in relation to the Permitted Use;
 - 5.4 reverse engineer, decompile, or disassemble EOL Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
 - 5.5 remove or alter any of Digirock's trademarks, logos or trade names, markings or information whatsoever which may be attached to or form part of EOL, including but not limited to any disclaimer or notice identifying Digirock and/or its related entities as the owner of copyright in EOL; and
 - 5.6 not display or distribute (whether for consideration or not) EOL over an open electronic network (including but not limited to the internet).

Intellectual Property

- 6.1 The Customer agrees in relation to EOL and any copies, updates, new releases, modifications and alterations of EOL, whether made by Digirock or the Customer that:
- (a) Digirock holds, or will hold, any and all Intellectual Property Rights;
 - (b) there is no transfer of title or ownership to the Customer; and
 - (c) no Intellectual Property Rights are held or will be held by the Customer.
- 6.2 The Customer agrees:
- (a) that no new Intellectual Property Rights will arise in relation to any permitted manipulation or alteration of EOL to suit the Customer's business practices and requirements and the Customer warrants that it will not assert any such rights.
 - (b) to use it's best endeavours to preserve the goodwill that subsists in the Intellectual Property Rights of EOL;
 - (c) notify Digirock immediately if the Customer becomes aware of any potential or actual infringement of any Intellectual Property Rights in relation to EOL.

Limited Warranty and Limitation of Liability

- 7.1 Digirock warrants to the Customer that for a period of thirty (30) days after delivery of the EOL Software to the Customer, it will be free of material defects and will, when used in accordance with the Documentation and for the Permitted Use, perform materially in accordance with the Documentation.
- 7.2 Except as provided in these conditions and the extent allowable by law, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of EOL for any purpose or otherwise are expressly excluded. Digirock is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, installation or operation of EOL or arising out of Digirock's negligence or in any way whatsoever.
- 7.3 Digirock's liability for a breach of a condition or guarantee implied by Schedule 2, section 64A of the Competition and Consumer Act 2010 is limited to:
- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the 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; or
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

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- 7.4 If, despite clauses 7.2 and 7.3, Digirock incurs any liability to the Customer in addition to that contemplated by clause 7.3 then Digirock's maximum aggregate liability to the Customer will be limited to an amount equal to any Fees paid by the Customer to Digirock.
- 7.5 Nothing in these Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (Cth)) and which by law cannot be excluded, restricted or modified.

Disclaimer

8. EOL is provided to the Customer subject to the following disclaimers:
- 8.1 no person should rely on the contents of EOL without first obtaining advice from a qualified professional person;
- 8.2 EOL is licensed on the understanding that:
- (a) the authors, consultants, editors and programmers are not responsible for the results of any actions taken on the basis of information contained in EOL, nor for any error in or omission from EOL;
 - (b) Digirock is not engaged in rendering legal or other professional services;
 - (c) Digirock and the authors, consultants, editors and programmers expressly disclaim all and any liability (including indirect or consequential damages and costs) to any person, whether or not a purchaser, reader or user of EOL, in respect of anything, and of the consequences of anything, done or omitted to be done by any person in reliance, whether wholly or partially, on the whole or any part of the contents of EOL; and
 - (d) responsibility for any decision made in altering, amending or modifying EOL lies with the Customer and not Digirock, and Digirock takes no responsibility for any change or amendment made to EOL.

Updates and new releases.

- 9.1 Digirock may release Updates from time to time.
- 9.2 For 12 months from the date of purchase of EOL, the Customer is entitled to receive any Updates issued by Digirock, thereafter unless the Customer has paid the Subscription Update Fee nothing in the Licence entitles the Customer to receive or have access to any Updates.

Indemnity

10. The Customer indemnifies Digirock against loss or damage and any consequential loss or damage of any kind suffered by Digirock arising out of the Customer breaching any of its warranties or any of its obligations contained in these Terms.

Termination.

11. Without prejudice to any other rights:
- 11.1 Digirock may terminate the Licence if the Customer fails to comply with these Terms or has failed to comply with the terms of any other agreement between Digirock and the Customer to which these Terms apply; and
- 11.2 in the event of the termination of the Licence, the Customer must destroy all copies of Hard Copy Products and EOL and its entire component parts, whether located in hard copy form, on any Electronic Device or System or media or in any other form whatsoever.

Place of contract

12. The Licence and the Customer's use of EOL are exclusively governed by the laws in force in the State of Western Australia, Australia irrespective of where the Customer accepts these Terms or uses EOL the Customer agrees to submit to the exclusive jurisdiction of the courts of that jurisdiction

Waiver

13. If Digirock grants to the Customer any extension of time or other indulgence, the same shall not in any way affect or prejudice the rights of Digirock under the Licence except to the extent of the specific extension or indulgence.

Severability

14. If any provision of these Terms are deemed by a court of law to be void, invalid or unenforceable then such provision will be severed from these Terms & the remaining provisions shall remain in full force and effect.

Force Majeure

15. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Digirock or the Customer either is unable to perform in whole or in part any obligation in relation to any contract made for the supply of Data to which these Terms apply, that party is relieved of their obligations to the extent and for the period that it is so unable to perform and is not liable to the other party in respect of such inability except that an obligation to pay money is never excused by such circumstances.

Entire Agreement

16. These Terms represent the entire agreement between the parties and no other contractual terms whatever, whether communicated to Digirock before, at the time of, or after submitting any order for EOL to Digirock will form part of the contract between Digirock and the Customer unless agreed by Digirock in writing. If for any reason other contractual terms do form part of the contract then, to the extent of any inconsistency the Customer agrees that these terms and conditions will prevail.