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Background

- A. The Parties wish to integrate their respective systems using the Model Context Protocol (MCP) so that Mutual Clients can order and receive InfoTrack Products through the Integrator Application and AI Agent, for the sole benefit of those Mutual Clients.
- B. The Parties agree to provide those things on the terms set out in this Agreement and each Order Form.

Operative Provisions

1. Framework & Statements of Work

- 1.1 **Framework** The Integrator's access to and use of the InfoTrack MCP Server and any InfoTrack Products ordered and accessed by a Mutual Client through the Integrator Application and AI Agent, is subject to:
 - (a) the General Terms of this iTrack Partner Agreement;
 - (b) schedules, annexures, special terms or other attachments incorporated in or attached to the General Terms;
 - (c) the provisions of any Order Form entered into between the Parties in accordance with clause 1.2; and (this **Agreement**).
- 1.2 **Order of Precedence** If there is any inconsistency between the documents listed in clause 1.1, the documents listed later in the clause shall prevail to the extent of the inconsistency.
- 1.3 **Commencement:** This Agreement will commence on the earlier of:
 - (a) when You click an "I Accept" button or check box presented with this Agreement;
 - (b) Your first use of the InfoTrack MCP Server; or
 - (c) signing an Order Form,(**Commencement Date**) and continues until it expires or is terminated.
- 1.4 **Order Forms:** Each Order Form, once executed, will form a separate agreement between the Integrator and InfoTrack incorporating the terms of this Agreement and the terms of the Order Form.
- 1.5 **InfoTrack Affiliates** The Integrator agrees that the InfoTrack Materials or InfoTrack Products may be provided by any InfoTrack Affiliate, provided that InfoTrack remains solely responsible for the provision of the InfoTrack Materials in accordance with this Agreement.

2. Term

- 2.1 **Term of Agreement** This Agreement will commence on the Agreement Date and will continue until terminated.
- 2.2 **Term of Order Forms** Each Order Form will commence on the Commencement Date and continue until the expiry or termination of the Order Form in accordance with this Agreement. Immediately following the expiration of a relevant Initial Term or Renewal Term of an Order Form, the Order Form will be automatically renewed for subsequent Renewal Terms unless terminated in accordance with this Agreement.

3. Licence & Restrictions

- 3.1 **Licence to InfoTrack Materials** Subject to the restrictions in this clause 3 and any relevant Order Form, InfoTrack grants to the Integrator a non-exclusive, non-sublicensable, non-transferable, royalty free, revocable licence to access and use:
 - (a) the InfoTrack MCP Server to develop, implement and maintain the integration between the Integrator Application and AI Agent with the InfoTrack MCP Server to:
 - (i) enable Mutual Client Users to order InfoTrack Products;
 - (ii) enable InfoTrack to return the InfoTrack Data and InfoTrack Products ordered by Mutual Clients to the Integrator Application for the sole benefit of the applicable Mutual Client; and
 - (iii) for testing and non-production use of the InfoTrack MCP Server in the Test Environment,(each a **Permitted Purpose**),
 - (b) the InfoTrack Products and InfoTrack Data for the sole benefit of the Mutual Client;

- (c) the InfoTrack Branding in accordance with clause 7; and
- (d) the Documentation to develop the integration between the Integrator Application, AI Agent and the InfoTrack MCP Server,

in Australia during the Term and in accordance with this Agreement and all Laws.

3.2 **Licence to Integrator Materials** Subject to the restrictions in this clause 3 and any relevant Order Form, the Integrator grants to InfoTrack a non-exclusive, non-sublicensable, non-transferable, royalty free, revocable licence to access and use:

- (a) the Integrator Materials for the applicable Permitted Purposes;
- (b) the Integrator Branding in accordance with clause 7; and
- (c) the Documentation to develop the integration between the InfoTrack MCP Server and the Integrator Application,

in Australia during the Term and in accordance with the terms of any relevant Order Form (including any Integration Requirements), this Agreement and all Laws.

3.3 **Licence Restrictions** Except as expressly permitted under this Agreement, each Party agrees that it will not (nor attempt to):

- (a) use or make available the other Party's Materials for any purpose other than the Permitted Purpose, or to, on behalf of, or for the benefit of, any third party other than the Mutual Client;
- (b) use the InfoTrack MCP Server or InfoTrack Materials (as appropriate) to support or host any system, software, application, AI Agent or platform not expressly permitted under this Agreement;
- (c) share any User Credentials or otherwise enable unlawful access to the InfoTrack Materials or Integrator Materials (as appropriate) by any other person;
- (d) remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in any InfoTrack Products or InfoTrack Materials;
- (e) interfere, damage, alter, misuse or gain unauthorised access to the InfoTrack Materials or the Integrator Materials (as appropriate);
- (f) data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the InfoTrack Materials or the Integrator Materials (as appropriate) for any purpose, including setting up or adding to a database;
- (g) decompile, disassemble, translate, replicate or otherwise reverse engineer any software programs or any part of the InfoTrack Materials or the Integrator Materials (as appropriate);
- (h) sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the InfoTrack Materials or the Integrator Materials (as appropriate) to any person;
- (i) copy, reproduce, publish, disclose, distribute, alter, modify or adapt the InfoTrack Materials or the Integrator Materials (as appropriate) or create a derivative work by combining them (in whole or in part) with other materials to create a new work, save where reasonably necessary for the Permitted Purpose as set out in an Order Form;
- (j) use the InfoTrack Materials to train, develop, fine-tune or otherwise improve any artificial intelligence, machine learning or large language model system or application without InfoTrack's prior written consent; or
- (k) use the InfoTrack Materials or the Integrator Materials (as appropriate) in any way that would or may:
 - (i) constitute a misuse of any person's Confidential Information or infringe upon any person's rights (including Intellectual Property Rights and Moral Rights);
 - (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes;
 - (iii) damage the other Party's reputation or goodwill; or
 - (iv) be intended to avoid or minimise Fees payable,

(each, a **Non-Permitted Purpose**).

4. InfoTrack Obligations

4.1 **InfoTrack Obligations** InfoTrack will use reasonable commercial endeavours during the Term to:

- (a) make the InfoTrack MCP Server and InfoTrack Products available for use and access by Integrator Representatives in accordance with this Agreement and any relevant Order Form;

- (b) subject to the Mutual Client entering into the InfoTrack Terms, make the InfoTrack Application and InfoTrack Products available for use and access by Mutual Clients as contemplated by this Agreement;
- (c) meet the Integration Requirements notified to InfoTrack by the Integrator in accordance with this Agreement; and
- (d) restrict access to and ensure that only authenticated Mutual Client Users of the InfoTrack Application may order the InfoTrack Products.

5. Integrator Obligations

5.1 **Integrator Obligations** The Integrator agrees that, during the Term, it will:

- (a) meet the Integration Requirements;
- (b) suspend or terminate Mutual Client access to the InfoTrack Materials as required to keep the InfoTrack Materials secure if the Integrator becomes aware of unauthorised access or a breach of security to the Mutual Client instance of the Integrator Application;
- (c) ensure Mutual Clients have agreed to the Integrator Terms before permitting them to access the InfoTrack Application and InfoTrack Products via the Integrator Application; and
- (d) ensure that InfoTrack Products ordered by a Mutual Client are delivered and made available to the applicable Mutual Client within its instance of the Integrator Application:
 - (i) in a timely fashion and in accordance with the Integrator Terms;
 - (ii) securely, accurately and 'as is' without corruption, alteration or amendment; and
 - (iii) for the sole benefit of that Mutual Client for the Permitted Purpose and no other purpose,

(each, an **Integrator Obligation**).

5.2 **Integrator Acknowledgements** The Integrator agrees that:

- (a) it is responsible, and remains fully liable, for the Integrator Application and the acts and omissions of the Integrator Representatives;
- (b) the Mutual Client's access to the Integrator Application is governed by the Integrator Terms solely as between the Mutual Client and the Integrator, and InfoTrack has no liability whatsoever under the Integrator Terms;
- (c) InfoTrack or its Affiliates may operate, Develop or otherwise provide applications that directly or indirectly compete with the Integrator Application (now or in the future).

5.3 **Mutual Obligations** Each Party must:

- (a) promptly notify the other Party in writing if it becomes aware of any actual or threatened misuse of the other Party's materials or systems; and
- (b) restrict access to the other Party's materials and systems to its authorised Representatives and, where applicable, authenticated Mutual Client Users, solely to the extent required for the Permitted Purpose.

6. Integration & Implementation

6.1 **Integration Requirements:** Except where expressly permitted under this Agreement, when accessing the InfoTrack MCP Server, the Application and AI Agent must:

- (a) meet or exceed these Integration Requirements throughout the Term;
- (b) not store, cache, retain, or persist any InfoTrack Materials beyond the minimum time necessary to generate a response and permanently and securely delete them from the Application within 7 days of retrieval;
- (c) not use InfoTrack Materials for Training, fine-tuning, improving, or updating large language models, algorithms, or knowledge base;
- (d) not incorporate InfoTrack Materials into long-term memory, embeddings, vector databases or RAG systems, aggregate them for analytics or pattern recognition, or use them as context for subsequent third-party requests; and
- (e) restrict access to the InfoTrack Products only to users that are authenticated by InfoTrack,

(**Integration Requirements**).

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- 6.2 **Change Notification** The Integrator must notify InfoTrack about any material variation or change to any functionality impacting the Mutual Client's access to or use of the InfoTrack Materials or InfoTrack Products via the Integrator Application, or that may result in the Integrator ceasing to meet or comply with the Integration Requirements or its obligations under an Order Form and this Agreement.
- 6.3 **Non-Compliance** If InfoTrack (acting reasonably) at any time during the Term forms the opinion that the Integrator Application or AI Agent does not comply with the Integration Requirements or this Agreement, InfoTrack may suspend access to the production environment of the InfoTrack MCP Server until, in InfoTrack's reasonable opinion, the Integrator meets the Integration Requirements and any other requirements in this Agreement.
- 6.4 **Integration Costs** The Integrator is solely responsible for its own costs to meet its obligations under this Agreement and any Order Form, including the costs of any modifications, development and maintenance work required to integrate and continue to interoperate the Integrator Application and AI Agent with the InfoTrack MCP Server, including all LLM token costs, ISP fees and telecommunications fees.
- 6.5 **Test Environment:** InfoTrack will provide You with access to the UAT, test or stage environments of the InfoTrack MCP Server (**Test Environment**). You agree:
- (a) access to the Test Environment is for the limited purposes of testing, evaluating and user acceptance testing (**Test Purposes**);
 - (b) the Test Environment does not contain live production data and You must not rely on or use any InfoTrack Materials accessed from the Test Environment;
 - (c) it must not use the Test Environment in a live production instance of the Application nor enable Permitted Users to access or use the Test Environment or any of the InfoTrack Materials obtained from the Test Environment for any purposes other than for the Test Purposes;
 - (d) the Test Environment may not be secure and You must not use production data or Personal Information when conducting the Test Purposes; and
 - (e) InfoTrack excludes all liability, howsoever arising, in connection with the Test Environment.
- 6.6 **Third Party AI Models:** If You use a third-party AI Agent or third-party AI models, You must:
- (a) ensure the contract with the third party includes obligations equivalent to the Integration Requirements;
 - (b) use enterprise API tiers with zero data retention; and
 - (c) remain responsible and liable for any breach of this Agreement by the third party as if it were Your own breach.

7. Marketing & Promotion

- 7.1 Each Party may market the availability of InfoTrack Products via the Integrator Application to current and potential Mutual Clients.
- 7.2 Each Party (as Licensor) grants the other Party a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to use the Licensor's Branding during the Term solely to market and promote InfoTrack Products via the Integrator Application.
- 7.3 When using the other Party's Branding, the licensee Party must:
- (a) comply with the Licensor's brand guidelines and any reasonable directions or quality control requirements notified in writing; and
 - (b) use or display the Branding only in the form specified in those guidelines or as otherwise directed in writing by the Licensor.
- 7.4 Each Party may require the other to promptly amend or remove any marketing collateral that uses the first Party's Branding or makes any claim about the first Party, its materials or products.

8. Client Support & Complaint Handling

- 8.1 **Responsibility** Each Party is responsible for promptly resolving Mutual Client support requests, issues, complaints or claims relating to its own materials or application.
- 8.2 **Referral** Where a Mutual Client raises a support request, issue or complaint relating to the other Party's materials or application, the receiving Party must promptly refer it to the other Party with full details and, if required, the Mutual Client's contact details. The other Party may contact the Mutual Client directly to resolve the matter and must take all reasonable steps to do so promptly.
- 8.3 **Notification** Each Party must promptly notify the other Party of, and respond promptly to Mutual Client enquiries regarding, any material delay or error in the provision of its own materials or application of which it is aware.

- 8.4 **Cooperation** Each Party must provide all reasonable assistance to the other Party in resolving any Mutual Client support request, issue or complaint.

9. Service Changes

- 9.1 **InfoTrack Service Changes** InfoTrack reserves the right at any time during the Term to:
- (a) direct the Integrator to implement and use the most recent version of the InfoTrack MCP Server;
 - (b) change, modify or discontinue any feature or functionality of the InfoTrack Materials or InfoTrack Products, or change the method of their delivery to the Mutual Client; and
 - (c) make the InfoTrack Materials temporarily unavailable where reasonably necessary for scheduled or emergency maintenance, system updates, or security purposes (subject to any service levels in an applicable Order Form, and only to the extent InfoTrack is unable to do so outside business hours).
- 9.2 InfoTrack will not be liable to the Integrator for any Losses arising from InfoTrack exercising its rights under this clause.
- 9.3 **Notice of Change** Before exercising its rights under clause 9.1, InfoTrack will notify the Integrator in writing at the earliest practicable opportunity, except where not reasonably possible (including in emergencies or where the security of the InfoTrack Systems may be at risk).

10. Warranties & Exclusions

- 10.1 **Exclusion of Warranties** All warranties, representations or terms relating to this Agreement not expressly stated in it are excluded to the maximum extent allowed by Law. Each Party's materials are provided to the other on an 'as is, as available' basis, without representations or warranties of any kind as to quality, merchantability, fitness for purpose, availability, reliability, completeness, accuracy, inter-operability, security, title, or non-infringement. Nothing in this Agreement excludes, restricts or modifies any right, remedy, guarantee, warranty or other term implied or imposed by Law that cannot lawfully be excluded.
- 10.2 **Mutual Warranties** Each Party warrants and represents to the other on a continuing basis that:
- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement, and its signatories are properly authorised;
 - (b) this Agreement is legally binding on it and enforceable against it, and it can enter into this Agreement without breaching any other contract or legal obligation;
 - (c) it owns, or is properly licensed to provide, the materials it makes available to the other Party under this Agreement; and
 - (d) the materials it provides to the other Party will not:
 - (i) misuse any person's confidential information;
 - (ii) infringe the Intellectual Property Rights of any third party; or
 - (iii) breach any Laws applicable to that Party.
- 10.3 **Integrator-Specific Warranty** The Integrator separately warrants that:
- (a) it has obtained express consent from each Mutual Client to supply that Mutual Client's data to InfoTrack in accordance with this Agreement; and
 - (b) it will meet the Integrator Obligations set out at clause 5.1.

11. Indemnity

- 11.1 **Mutual Indemnity** Subject to clause 12, the first Party (**Indemnifying Party**) will indemnify and keep indemnified the other Party (**Indemnified Party**) from and against any third party Claims (including reasonable legal costs) reasonably incurred or suffered by the Indemnified Party arising directly from:
- (a) breach of clauses 10.2 (Mutual Warranties) or 10.3 (Integrator-Specific Warranty) (as applicable), 17 (Confidentiality), 18 (Privacy) or 19 (Data Protection & Security) by the Indemnifying Party;
 - (b) any infringement by the Indemnifying Party or its Representatives upon any person's Intellectual Property Rights or misuse of any person's Confidential Information in connection with this Agreement;
 - (c) InfoTrack Products being lost, corrupted, altered or otherwise inaccessible from the applicable Application due to any error or fault caused or contributed to by the Indemnifying Party or its systems;

- (d) any Grossly Negligent, wilful, criminal or fraudulent act or omission of the Indemnifying Party or its Representatives in connection with this Agreement; or
- (e) any personal injury, death or property damage caused by the negligent acts or omissions of the Indemnifying Party or its Representatives in connection with this Agreement.

11.2 **Control of Defence** Where clause 11.1 applies and the Claim is made by a third party against the Indemnified Party:

- (a) the other Party reserves the right to defend the Claim;
- (b) where the other Party exercises this right, the Indemnified Party will:
 - (i) give the other Party sole control of the defence and settlement (provided any settlement unconditionally releases the first Party of all liability); and
 - (ii) provide all assistance reasonably requested by the other Party (and the other Party will cover the first Party's reasonable third party costs of doing so); and
- (c) the Indemnified Party must take all reasonable steps to mitigate its Losses in respect of any such Claim.

12. Limitation of Liability

12.1 **Liability Cap** Subject to clauses 12.2 and 12.3, and except as provided under clauses 12.4, 12.5 and 12.6, and to the maximum extent permitted by Law, each Party's maximum aggregate liability to the other Party (including its Affiliates and Representatives) for all and any Claims or Losses (in aggregate) howsoever arising in connection with this Agreement (including in equity, contract, tort or negligence) whether directly or indirectly will be limited to the total Fees paid or payable by the Integrator to InfoTrack in the 12 months immediately preceding the event giving rise to the Claim, or \$50,000, whichever is greater.

12.2 **Super Cap:** Subject to clause 12.3, and except as provided under clauses 12.4, 12.5 and 12.6, and to the maximum extent permitted by Law, each Party's maximum aggregate liability to the other Party (including its Affiliates and Representatives) for all Claims or Losses arising from:

- (a) the indemnities under clauses 11.1(a), 11.1(b) or 11.1(c); or
- (b) any direct Losses arising directly from a breach of clauses 3 (Licence and Restrictions), 16 (Intellectual Property Rights), 17 (Confidentiality), 18 (Privacy) or 19 (Data Protection & Security),

will be limited to \$5 million in the aggregate in any 12-month period.

12.3 **Uncapped Liabilities:** Subject to clauses 12.4, 12.5 and 12.6, and to the maximum extent permitted by Law, nothing in this Agreement limits or excludes a Party's liability to the other Party (including its Affiliates and Representatives) for any Claims or Losses:

- (a) arising from the indemnities under clauses 11.1(d) or 11.1(e);
- (b) arising from any Grossly Negligent, wilful, criminal or fraudulent acts or omissions of the Party or its Representatives;
- (c) arising from the obligation to pay Fees; or
- (d) that may not be limited or excluded under Law.

12.4 **No Liability** InfoTrack will not be liable for any delay, defect, fault, interruption, failure, deficiency, Loss or Claim in connection with the InfoTrack Materials, InfoTrack Products or Mutual Client Data to the extent caused or contributed to by:

- (a) acts or omissions of, or faults in the InfoTrack Materials or InfoTrack Products caused by, any person not within InfoTrack's direct control (excluding InfoTrack's subcontractors);
- (b) planned or emergency outages or maintenance to the InfoTrack Materials;
- (c) the inability of the Mutual Client or any of its Representatives, Affiliates or permitted users to access or use the InfoTrack System(s) or InfoTrack Products for any reason;
- (d) failure by the Integrator to comply with its obligations under this Agreement, any Order Form or any applicable Laws; or
- (e) a Force Majeure event.

12.5 **Consequential Loss** To the maximum extent permitted by Law (but excluding any event set out in clause 11.1), neither Party will be liable to the other for any Consequential Loss arising out of or in connection with this Agreement (including under an indemnity).

- 12.6 **Contributory Acts** To the extent permitted by Law, a Party's liability to the other Party in connection with this Agreement (including under an indemnity) will be reduced proportionately to the extent the other Party's or its Affiliates' acts or omissions caused or contributed to the relevant Loss or Claim.
- 12.7 **Mitigation** Each Party warrants and agrees that it will take all reasonable steps to mitigate its Losses arising in connection with this Agreement (including under an indemnity).

13. Suspension

- 13.1 **Suspension:** InfoTrack, acting reasonably, reserves the right to suspend Your access to the InfoTrack MCP Server or impose restrictions or rate limitations on the number and frequency of Calls to the InfoTrack MCP Server where:
- (a) Fair Use is exceeded;
 - (b) Rate Limits are exceeded;
 - (c) Call volumes nears or may exceed InfoTrack MCP Server capacity (as determined by InfoTrack);
 - (d) it is reasonably necessary for the security or continued viability of the InfoTrack MCP Server;
 - (e) there is any event of degradation or instability in the InfoTrack MCP Server or any other InfoTrack System;
 - (f) where InfoTrack reasonably considers that there is, or is likely to be, a breach of this Agreement;
 - (g) required by a Third Party Supplier under the Agreement.
- 13.2 **Notice** InfoTrack will endeavour to notify the Integrator before exercising its rights under clause 13.1 where practicable.

14. Termination

- 14.1 **Convenience** Either Party may terminate this Agreement or an Order Form for any reason on 30 days' written notice to the other Party.
- 14.2 **Mutual Client Agreement** Where the InfoTrack Terms have expired or terminated for a Mutual Client, InfoTrack may immediately revoke that Mutual Client's access to the InfoTrack System (including by revoking the User Credentials) by providing written notice to the Integrator.
- 14.3 **Breach and Insolvency** Either Party may terminate this Agreement immediately by written notice if the other Party:
- (a) commits a material breach of this Agreement or any relevant Order Form that cannot be remedied;
 - (b) commits a material breach capable of remedy and fails to remedy it within 10 Business Days of written notice, or commits multiple or recurring breaches which in aggregate amount to a material breach;
 - (c) suffers an Insolvency Event; or
 - (d) does anything that materially damages or is likely to materially damage the reputation or any brand of the other Party.
- 14.4 **Change of Control** If the Integrator proposes to undergo, or undergoes, a Change of Control:
- (a) the Integrator must provide at least 30 days' prior written notice;
 - (b) InfoTrack may terminate this Agreement (including any Order Forms) immediately by written notice at any time within 60 days of receiving that notice or otherwise becoming aware of the Change of Control; and
 - (c) unless InfoTrack has provided its consent, the Integrator must not disclose any InfoTrack Confidential Information to any proposed or new shareholder.
- 14.5 **Survival of Order Forms** This Agreement and any relevant Order Form survive termination to the extent necessary to give effect to any Transition Services.

15. Consequences of Termination

- 15.1 **Consequences of Termination** Upon termination or expiry of this Agreement, except to the extent any obligation below conflicts with an obligation under the relevant Party's terms with a Mutual Client:
- (a) the Integrator must:
 - (i) immediately cease accessing, using and enabling Mutual Clients to access the InfoTrack Products and InfoTrack Application;

- (ii) securely and permanently delete, or return if requested, all copies of any InfoTrack Products, InfoTrack Materials and any documents or materials containing InfoTrack Confidential Information in its possession or control; and
 - (iii) remove all InfoTrack Branding and references to InfoTrack from all Integrator websites and marketing materials.
- (b) InfoTrack must:
- (i) immediately cease using the Integrator Materials; and
 - (ii) securely and permanently delete, or return if requested, all copies of any Integrator Materials and any documents or materials containing Integrator Confidential Information in its possession or control.

15.2 **Certification** If requested, each Party must certify in writing that it has complied with clause 15.1.

15.3 **Transition Services** Where requested by InfoTrack, for up to 90 days following expiry or termination of this Agreement or an Order Form, the Integrator will:

- (a) provide all reasonable assistance in transitioning Mutual Clients to InfoTrack or to a third party supplier; and
- (b) continue to perform some or all of its obligations under this Agreement and any Order Form as requested by InfoTrack, at the Fees normally charged immediately prior to termination or expiry, pro-rated for the transition period,

(Transition Services).

16. Intellectual Property Rights

16.1 **InfoTrack Materials** The Integrator agrees that:

- (a) InfoTrack, its Affiliates and/or Third Party Suppliers own all Rights, title and interests (including all Intellectual Property Rights) in and to the InfoTrack Materials (including the InfoTrack MCP Server and InfoTrack Products), current or future, and any Modifications will immediately and absolutely vest in InfoTrack upon creation; and
- (b) the InfoTrack Materials are made available to the Integrator on a limited access basis, and except to the extent of any right expressly granted under this Agreement or an Order Form, the Integrator does not acquire any Right, title, interest or any Intellectual Property Rights in the InfoTrack Materials.

16.2 **Integrator Materials:** The Integrator is and remains the sole and exclusive owner of all right, title and interest (including all Intellectual Property Rights) in and to the Integrator Materials, current or future.

17. Confidentiality

17.1 **Mutual Obligations of Confidence** Subject to clause 17.2, where the Recipient receives Confidential Information from the Discloser under or in connection with this Agreement or an Order Form, the Recipient must:

- (a) keep the Confidential Information strictly confidential;
- (b) not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted under this Agreement or an Order Form;
- (c) not transfer or disclose the Confidential Information to any person other than as expressly permitted under this Agreement or an Order Form;
- (d) ensure that its Representatives and Affiliates strictly observe all of the Recipient's obligations under this Agreement as if imposed on them directly; and
- (e) establish and maintain effective security measures to safeguard the Confidential Information in the Recipient's possession or control (including Confidential Information in the possession or control of any of its Representatives or Affiliates) from loss, theft, or unauthorised access, use, copying, modification, destruction or disclosure using reasonable measures (but in any event using measures no less stringent than those used to protect the Recipient's own Confidential Information of a like nature).

17.2 **Permitted Disclosure** Notwithstanding clause 17.1, and subject to clause 17.3, the Recipient may disclose Confidential Information:

- (a) to its Representatives, to the extent necessary to perform its obligations or exercise its rights under this Agreement;
- (b) to its professional advisors for legal or other professional advice in relation to matters arising under or in connection with this Agreement;
- (c) to the extent required by Law, a binding Regulator directive or a court order;

- (d) to the extent required in connection with legal proceedings relating to this Agreement;
- (e) to the extent required under the listing rules of an applicable securities exchange or to facilitate an IPO or listing; or
- (f) as otherwise agreed in writing by the Parties.

17.3 **Conditions of Disclosure** Before disclosing under clause 17.2, the Recipient must:

- (a) notify the Discloser promptly upon becoming aware that disclosure may be required under clauses 17.2(c) or (d) in order for the Discloser to have the opportunity to prevent the disclosure of its Confidential Information or to obtain a protective order or other remedy;
- (b) limit disclosure of any Confidential Information permitted under clause 17.2 solely to the extent strictly necessary to satisfy the purpose of the disclosure; and
- (c) take all reasonable and lawful steps to preserve confidentiality and, where possible, ensure the disclosed information is subject to obligations of confidentiality in accordance with the terms of this Agreement.

17.4 **Acknowledgements** The Parties acknowledge that any breach of this clause 17 could cause irreparable harm to the Discloser for which there may be no adequate remedy. Upon any such breach or threat thereof, the Discloser will be entitled to seek injunctive and other equitable relief, in addition to whatever remedies it may have at Law.

17.5 **Survival** All obligations of confidence set out in this clause 17 are intended to continue in full force and effect even after the termination of this Agreement.

18. Privacy

18.1 **Compliance with Privacy Laws:** Each Party warrants that it and its Representatives will comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received under this Agreement or any relevant Order Form, and that any Personal Information it discloses to the other Party has been collected and held in accordance with those Laws.

18.2 **Cross-Border Transfers** Neither Party will transfer Personal Information outside the country in which it was collected without: (a) ensuring the recipient is subject to equivalent privacy protections; and (b) complying with all applicable Privacy Laws governing cross-border data transfers.

18.3 **Receipt of Personal Information** Except to the extent required by Law or under the relevant Party's terms with a Mutual Client, the Recipient must:

- (a) not collect, use, disclose, store, transfer or handle Personal Information except in accordance with applicable Privacy Laws, the Permitted Purposes or as required by Law;
- (b) take all reasonable steps to protect it from misuse, Loss, unauthorised access, modification or disclosure;
- (c) take all reasonable steps to destroy or permanently de-identify it on the earlier of expiry or termination of this Agreement or when it is no longer needed;
- (d) notify the Discloser in writing within 72 hours of becoming aware of any compliance notice issued by a Regulator, or any breach of this clause 18 or applicable Privacy Law.

18.4 **Notification of Data Breach** Where a Party has reasonable grounds to suspect a Data Breach, it will:

- (a) notify the other Party in writing with all relevant details no later than 72 hours after becoming aware;
- (b) co-operate with the other Party to investigate the breach;
- (c) take all reasonable steps to mitigate its impact and prevent recurrence; and
- (d) co-operate in good faith to minimise reputational damage, including liaising on communications with the Privacy Regulator, the Mutual Client and affected individuals.

18.5 **Obligations to Mutual Clients** Where an obligation under this clause conflicts or is inconsistent with an obligation under the relevant Party's terms with a Mutual Client, the obligation to the Mutual Client will take precedence to the extent of that conflict. Where this applies and a Party is unable to comply with an obligation under this Agreement, it will promptly notify the other Party in writing with reasons.

19. Data Protection & Security

19.1 **Mutual Security Standards** Each Party must:

- (a) implement and maintain information security controls for the systems it operates in connection with this Agreement that:
 - (i) meet or exceed ISO 27001:2022 (or any equivalent or successor standard);

- (ii) include anti-malware software, industry best practice firewalls and intrusion detection systems; and
 - (iii) use encrypted and authenticated communications protocols for all data exchange between the Parties; and
 - (b) not disable, damage, disrupt or impair the normal operation of the other Party's systems or applications in connection with this Agreement.
- 19.2 **Additional Integrator Obligation** In addition to clause 19.1, the Integrator must conduct annual penetration testing of the Integrator Application and, if requested by InfoTrack, provide a summary of results within 7 days, and promptly notify InfoTrack of any findings that may adversely affect InfoTrack Systems or InfoTrack Products.
- 19.3 **Security Incidents** If either Party becomes aware of any Malware, security incident, or unauthorised access to or use of the other Party's materials or products that may materially affect that Party, it must immediately notify the other Party in writing with full details, take all reasonable steps to contain and remediate the incident, and cooperate with the other Party's reasonable directions. Where the incident was caused by the notifying Party, it must make the changes necessary at its own cost to prevent recurrence.
- 19.4 **User Credentials** Each Party:
- (a) may update its User Credentials at any time to protect the security of its systems;
 - (b) must (and must ensure its Representatives):
 - (i) store User Credentials using industry best practice encryption, in transit and at rest;
 - (ii) keep User Credentials strictly confidential and protect them from theft, loss or unauthorised use; and
 - (iii) not share User Credentials with or enable access by any unauthorised person.
 - (c) is responsible for all use of its own User Credentials by its Representatives and any unauthorised persons, except to the extent caused by the other Party or a Mutual Client.

20. Audit Rights

- 20.1 **Integrator Records** The Integrator will maintain all financial, operational and technical records relating to its access to and use of the InfoTrack Systems, InfoTrack Applications and InfoTrack Products under this Agreement (**Integrator Records**), and ensure they are:
- (a) complete and up to date; and
 - (b) kept in a manner that permits proper auditing for at least seven (7) years after expiry or termination of this Agreement.
- 20.2 **Notice of Audit** No more than once in any 12 month period (unless InfoTrack has reason to suspect a breach), InfoTrack may give at least 5 Business Days' written notice requiring an audit of the Integrator Records by an independent auditor appointed by InfoTrack (**Auditor**).
- 20.3 **Conduct of Audit** If InfoTrack requires an audit:
- (a) InfoTrack must ensure the Auditor conducts the audit during the Integrator's regular business hours; and
 - (b) the Integrator must allow the Auditor full access to the Integrator Records, provide all reasonable cooperation and assistance, and respond to any reasonable questions or follow-up enquiries.
- 20.4 **Treatment of Records** InfoTrack and the Auditor must keep all information obtained during an audit strictly confidential, use it solely to verify and enforce compliance with this Agreement, and not copy or remove any Integrator Records or Confidential Information without the Integrator's express authorisation.

21. Notices

- 21.1 **Form of Notice** A notice, demand, certification, process or other communication under this Agreement must be in writing in English and given by an authorised Representative of the sender (**Notice**).
- 21.2 **How Given** A Notice is taken to be given:
- (a) if sent by post, on the third (or tenth, if to or from outside Australia) Business Day after posting;
 - (b) if delivered by hand, at the time of delivery; or
 - (c) if sent by email, upon successful transmission during normal business hours of the recipient, or on the next Business Day if sent after normal business hours.
- 21.3 **Particulars** Notices must be sent to the details set out in Section A of this Agreement.
- 21.4 **Change in Details** A Party may change its notice details by giving written Notice of the new details to the other Party.

22. Miscellaneous

- 22.1 **Modern Slavery** The Parties acknowledge they are not part of each other's supply chain but are part of the Mutual Client's supply chain. Compliance with Modern Slavery obligations is a matter for the Mutual Client to administer.
- 22.2 **Invalidity** If any clause or part of any clause is held to be invalid or unenforceable, it is to be regarded as deleted and this Agreement otherwise remains in full force and effect, unless the deletion alters the basic nature of this Agreement.
- 22.3 **Entire Agreement** This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 22.4 **Integrator Assignment:** The Integrator must not assign, transfer, novate, subcontract or otherwise dispose of any rights or obligations under this Agreement or an Order Form without InfoTrack's prior written consent. Any Change of Control in the Integrator constitutes a deemed assignment for the purposes of this clause 22.4.
- 22.5 **InfoTrack Assignment** InfoTrack may assign its interests and novate its obligations under this Agreement by written notice to the Integrator. The Integrator must do all things reasonably necessary to perfect any novation.
- 22.6 **Survival Clauses** 10 (Warranties & Exclusions), 11 (Indemnity), 12 (Limitation of Liability), 15 (Consequences of Termination), 16 (Intellectual Property Rights), 17 (Confidentiality), 18 (Privacy), 19 (Data Protection & Security) and 20 (Audit Rights) survive termination or expiry of this Agreement, together with any other clause that by its nature is intended to survive.
- 22.7 **No Variations** This Agreement may not be amended or varied except in writing signed by both Parties.
- 22.8 **No Waiver** No waiver is effective unless in writing and signed by the Party providing it.
- 22.9 **Counterparts** This Agreement may be executed in any number of counterparts which together constitute one and the same Agreement.
- 22.10 **Force Majeure** Neither Party will be liable for any delay or non-performance of its obligations to the extent caused by a Force Majeure event. The affected Party must promptly notify the other in writing of the cause and likely duration, and must use reasonable endeavours to limit its impact. The affected Party's obligations are suspended during the period the Force Majeure event persists. If performance is not resumed within a reasonable period after the event ceases, either Party may terminate this Agreement immediately by written notice.
- 22.11 **Governing Law** This Agreement is governed by the laws of New South Wales. Each Party submits to the non-exclusive jurisdiction of the courts of New South Wales in all matters relating to this Agreement.

23. Definitions & Interpretation

- 23.1 **Definitions** In this Agreement, the following words have the meanings set out below:

Agreement means this iTrack Partner Agreement, including the General Terms, any schedules and appendices, and any Order Forms made under it.

Agreement Date means the agreement date specified on the first page of this Agreement.

Application means the platform, software, application or website owned or licensed by the Integrator and to enable InfoTrack Products to be ordered and retrieved through an application integrated with the InfoTrack MCP Server.

Business Day means a day other than a Saturday, Sunday or gazetted public holiday in the Jurisdiction.

Call means a call, request or order initiated by the Application or AI Agent to the InfoTrack MCP Server for InfoTrack Products.

Change of Control means: (a) any direct or indirect change of control; or (b) any direct or indirect change in the legal or beneficial ownership of more than 40% of the total shares on issue in the Integrator, whether by a single event or series of events, and includes any Change of Control in any holding company or subsidiary of the Integrator.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, at Law or otherwise.

Confidential Information means any information (in any form) directly or indirectly disclosed by the Discloser to the Recipient (regardless of whether identified as such) and includes: (a) the terms of this Agreement and the commercial arrangements between the Parties; (b) any information that the other Party knows, or ought to know, is confidential to the Discloser; (c) the Discloser's Intellectual Property Rights and Personal Information and any Intellectual Property Rights of third party suppliers or Third Party Suppliers to InfoTrack (or their Affiliates); (d) trade secrets, know-how, specifications, inventions, processes or initiatives which are of a confidential nature; (e) in relation to InfoTrack, the InfoTrack Materials; and (f) in relation to the Integrator, any Integrator Materials, but does not include the Excluded Information.

Consequential Loss means Losses that are special, indirect, incidental, punitive or consequential, including: loss of revenue, loss of profits or savings, loss of opportunity, loss or damage to or corruption of data, loss of goodwill, loss of reputation, whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise; and where such Losses may not reasonably be considered as arising naturally or directly from the event by which they are caused.

Data Breach means a breach of security of the Recipient resulting in the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to: (a) where the Integrator or Mutual Client is the Recipient, the InfoTrack Materials transmitted, stored or otherwise processed by the Integrator or Mutual Client; or (b) where InfoTrack is the Recipient, the Integrator Materials transmitted, stored or otherwise processed by InfoTrack, in each case in connection with this Agreement.

Develop means to develop, create, add, enhance, modify, adapt or create derivative works and **Development** has the corresponding meaning.

Discloser means the Party disclosing Confidential Information and/or Personal Information, as the context requires.

Documentation means the whole and any part of guides, manuals, user instructions and written specifications regarding the InfoTrack Systems or Integrator Systems (as applicable).

Excluded Information means any information directly or indirectly disclosed by the Discloser to the Recipient which: (a) is or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence; (b) the Recipient independently develops or discovers without reference to the Discloser's Confidential Information; (c) the Recipient can prove by contemporaneous written documentation was already known to it at the time of disclosure (unless arising from a prior breach of confidentiality); or (d) the Recipient legitimately acquires from a third party entitled to disclose it.

Fair Use means use of the InfoTrack MCP Server or InfoTrack Products that is fair, reasonable and not excessive as determined by InfoTrack, acting reasonably, having regard to any average, historical or estimated usage patterns.

Fees means the fees set out in the Order Form.

Force Majeure means any circumstances, acts or omissions, beyond a Party's control, including strikes or industrial disputes, acts of God, epidemics and pandemics, acts of government, declared states of emergency, refusal of licence, failures or outages of utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, war, terrorism or civil disturbance, or impossibility of obtaining material and/or data.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

InfoTrack means the Party defined as InfoTrack on the front page of this Agreement.

InfoTrack MCP Credentials means any usernames, passwords, tokens and other authentication credentials issued by InfoTrack to the Integrator for accessing and using the InfoTrack MCP Server in accordance with this Agreement and any Order Form.

InfoTrack Application means the InfoTrack search platform located at www.infotrack.com.au.

InfoTrack Branding means all registered and unregistered trade marks owned or licenced by InfoTrack and any product information, documentation, images or other marketing collateral.

InfoTrack Data means the data and information (such as billing information) provided by InfoTrack to the Integrator Application for the benefit of the Mutual Client.

InfoTrack Disclaimers means: (a) any copyright or other proprietary notice, disclaimer, limitation or description (including legal and government disclaimers) provided by InfoTrack to the Integrator from time to time; and/or (b) any disclaimers identified in the Integration Requirements in relation to the display of InfoTrack Products.

InfoTrack Materials means all data, information, materials, works, rights and Intellectual Property Rights created, developed, held, owned or licenced by InfoTrack or its Affiliates (current or future) in the usual course of business, including InfoTrack Confidential Information, InfoTrack Data, InfoTrack Products, Third Party Products, the InfoTrack Environment, Documentation, and any metadata or aggregated machine learning results generated by InfoTrack in operating the InfoTrack Environment or supplying the InfoTrack Products, and includes all Modifications to those materials.

InfoTrack MCP Server means the InfoTrack server that implements the Model Context Protocol standard, enabling AI Agents to securely access InfoTrack Products via a secure gateway connecting to the InfoTrack Application.

MCP or **Model Context Protocol** means the open-source integration standard that enables secure integration between AI models and external data sources.

MCP Client means the software component implemented by the Integrator within the Application that connects to the InfoTrack MCP Server using the Model Context Protocol standard.

InfoTrack Products means the InfoTrack products and services supplied by InfoTrack to the Mutual Client under this Agreement as facilitated by the Integrator via the Integrator Application.

InfoTrack Representative means InfoTrack and any of its employees, officers, directors, agents, contractors, associates, representatives and any other person acting for or on behalf of InfoTrack.

InfoTrack Systems means any hardware, software, information, networks, systems or other technology solutions owned or controlled by InfoTrack in the ordinary course of business, including the InfoTrack MCP Server and InfoTrack Application.

InfoTrack Terms means the agreement(s) between InfoTrack and the Mutual Client governing the Mutual Client's access to and use of the InfoTrack Products and InfoTrack Systems.

Initial Term means the period set out in the Order Form.

Insolvency Event means: (a) a Party stops or threatens to stop paying all or a class of its debts, or is unable to pay its debts as they fall due; (b) it is insolvent within the meaning of section 95A of the Corporations Act; (c) it fails to comply with a statutory demand under section 459F of the Corporations Act; (d) an administrator, receiver, controller, restructuring practitioner or similar officer is appointed to manage all or any of its property, or any step preliminary to such appointment is taken; (e) proceedings are commenced, a resolution passed, a court order made or other steps taken for its winding up, deregistration, dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of creditors; or (f) it ceases to carry on business in the normal course, or is wound up, deregistered or dissolved.

Integration Requirements means the requirements set out at clause 6.1, including functionality requirements, Rate Limits, system testing requirements, security requirements and display requirements.

Integrator means the Party defined as Integrator on the front page of this Agreement.

Integrator Branding means all registered and unregistered trade marks owned or licenced by the Integrator and any product information, documentation, images or other marketing collateral.

Integrator Data means the data and information provided by the Integrator to InfoTrack as specified in the Integration Requirements.

Integrator Materials means all Integrator Intellectual Property Rights including the Integrator Confidential Information, Application, Integrator Systems, Integrator Data, Integrator Branding, and any other material provided to InfoTrack in connection with this Agreement including ideas, concepts, systems, databases, software, documentation, specifications, data, information, reports, analytics, and metadata.

Integrator Representative means the Integrator and any of its employees, officers, directors, agents, contractors, associates, representatives and any other person acting for or on behalf of the Integrator who are authorised to access the InfoTrack Materials for the Permitted Purposes.

Integrator Systems means any hardware, software, information, networks, systems or other technology solutions owned or controlled by the Integrator in the ordinary course of business, including the AI Agent and Application.

Integrator Terms means the terms and conditions between the Integrator and the Mutual Client governing the Mutual Client's access to and use of the Integrator Application.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at law and includes all current and future registered and unregistered rights relating to: (a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design; rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights; (b) patents, trade secrets, know-how, inventions and discoveries; (c) databases, software, algorithms, circuit layouts, designs; (d) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and (e) any current or future application or right to apply for the registration of any of the rights referred to in paragraphs (a)–(d) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments. **Intellectual Property** has a corresponding meaning.

Law means common law, principles of equity, legislation, statutes, regulations, constitutional provisions, treaties, decrees, conventions, proclamations, ordinances, by-laws, ministerial declarations, rules, regulatory principles and requirements, licensing requirements or conditions (whether statutory or not) or any mandatory codes, practices or industry standards of any industry body, and consolidations, amendments, re-enactments or replacements of any of them.

Loss means all liabilities, losses, damages, outgoings, costs and expenses (including reasonable legal costs assessed on a solicitor-client basis and any penalties or fines imposed by a regulatory authority).

Malware means any virus, worm, trojan horse, ransomware, spyware, adware, rootkit or other malicious code.

Modifications means all enhancements, modifications, updates, improvements, configurations and derivative works and replacements made available by InfoTrack in respect of the InfoTrack MCP Server.

Mutual Client means an entity which: (a) is a client of the Integrator and has entered into and maintains valid Integrator Terms for access to and use of the Mutual Client instance of the Integrator Application; and (b) is a client of InfoTrack and has entered into and maintains valid InfoTrack Terms for access to and use of the InfoTrack Products.

Mutual Client Data means any data, facts, information, photographs, reports and other materials (including Intellectual Property Rights and confidential information) owned or licensed by the Mutual Client and accessed or obtained by one Party from the other Party or the Mutual Client under or in connection with this Agreement, excluding the Integrator Materials and the InfoTrack Materials.

Mutual Client User means a permitted user of the Mutual Client who is: (a) authenticated by the Integrator and required to enter secure login credentials to access the Mutual Client account of the Integrator Application; and (b) authenticated by InfoTrack and required to enter secure login credentials to access the Mutual Client account of the InfoTrack Application.

Non-Permitted Purpose means any of the purposes set out in clause 3.3.

Notifiable Data Breach means a Data Breach or any other data breach notifiable to a Privacy Regulator under applicable Privacy Laws in respect of Personal Information disclosed to or received by a party under this Agreement, including: (a) an 'Eligible Data Breach' as defined under clause 26WE of the *Privacy Act 1988* (Cth); and (b) a 'personal data breach' as defined under Article 4 of the GDPR and notifiable under Article 33 of the GDPR.

Order Form means an order form executed by the Parties under this Agreement.

Personal Information means 'personal information' or 'personal data' as defined under applicable Privacy Laws, disclosed by the Discloser and received by the Recipient in connection with this Agreement.

Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to Personal Information, including (to the extent applicable): the *Privacy Act 1988* (Cth), the Australian Privacy Principles, the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth), any applicable State or Territory acts and regulations, and all applicable binding privacy codes or policies.

Privacy Regulator means any entity able to exercise authority over the Discloser through applicable Laws, including: (a) in Australia: the Australian Prudential Regulation Authority and the Office of the Australian Information Commissioner; and (b) in the European Union: the office of the relevant information commissioner.

Rate Limits means any restriction on the number or frequency of Calls specified in the Integration Requirements; or if no call limit is specified, as determined by InfoTrack acting reasonably to ensure the safe and efficient functioning of the InfoTrack MCP Server.

Recipient means the Party in possession or control of Confidential Information and/or Personal Information, as the context requires.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Renewal Term means the period set out in the Order Form.

Representative means a Party and any of its personnel, officers, directors, contractors, subcontractors, associates, agents, representatives and any other person acting for or on behalf of that Party.

Third Party Products means data, information, reports, images, plans, documents or other materials of any nature supplied to, collected, licensed or acquired by InfoTrack and which InfoTrack uses, licenses, resells or otherwise exploits for commercial purposes, including by compiling or incorporating within InfoTrack Products (in whole or in part).

Third Party Supplier means any entity, government department, agency or other organisation from which InfoTrack or any of its Affiliates licences the Third Party Products.

Training or Model Training includes any process by which an AI model learns from data, including initial training, fine-tuning, reinforcement learning, continual learning, transfer learning, and any method of improving model parameters or knowledge.

User Credentials means the usernames, passwords, tokens and other authentication credentials issued by InfoTrack to the Mutual Client User for accessing and using the InfoTrack Application.

23.2 **Interpretation** In this Agreement, unless the context otherwise requires:

- (a) a reference to \$ means Australian dollars;
- (b) headings are for convenience only and do not affect interpretation;
- (c) other grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) "include" and "including" are not words of limitation;
- (e) a reference to a clause or schedule is to a clause or schedule of this Agreement;

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- (f) words importing the singular include the plural and vice versa; words importing one gender include all genders;
 - (g) a reference to a person includes a partnership, joint venture, association, corporation, trust or other body corporate or government agency;
 - (h) a reference to any thing includes a part of that thing;
 - (i) a reference to a statute includes all regulations and instruments made under it, and all amendments, consolidations or replacements of it;
 - (j) a reference to a document includes any amendment, supplement, replacement or novation of it;
 - (k) a reference to a Party includes its successors and permitted assigns; and
 - (l) if any thing must be done on a day that is not a Business Day, it must be done on the next Business Day.