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10 Force Majeure

Neither party shall be liable to the other party in the event of force majeure that has an effect on the party's obligations in accordance with the Agreement. Events that will be regarded as force majeure shall include war, natural disasters, strikes, lock-outs, fires, non-deliveries, delayed or short deliveries from sub-suppliers, damage to production apparatus, computer virus, import and export controls and other circumstances beyond the reasonable control of the affected party.

11 Termination

Upon termination of the Agreement for any reason, the Licensee is obliged to immediately return or destroy the Software and all copies as directed by Envirosuite and, if requested by Envirosuite, to certify in writing as to the destruction or return of the Software and all copies.

12 Defaults

If the Licensee is in default of the Agreement, the Licensee's rights under the Agreement shall terminate with immediate effect, and the Licensee shall be under an obligation to return the Software, including any back-up copies and accompanying documentation, without a right to repayment. In addition, Envirosuite shall be entitled to damages for any loss, which Envirosuite may suffer, in accordance with the general rules of Australian law, including all losses, damages, costs, expenses, etc., without any limitations, incurred or suffered by Envirosuite as a result of claims from any third party in relation to the Licensee's breach of the Agreement.

13 Choice of Law and Court of Jurisdiction

- 13.1 The contract is made in and shall be governed by the laws of the State of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- 13.2 Nothing in Clause 13.1 shall prevent Envirosuite from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other relief, as it considers necessary.
- 13.3 Failure by Envirosuite to exercise or enforce any rights contained in this Agreement shall not be deemed to be a waiver of any such rights nor affect the exercise or enforcement at any time or times thereafter.
- 13.4 If any provision or part of this Agreement is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision. Further, such provisions shall be replaced with provisions which reflect the original intent of the parties.

Envirosuite Ltd - April 2022