

Faxback Order and Agreement



longhaus

FOR OFFICE USE ONLY Accepted for Longhaus by:

SIGNATURE

NAME (PRINT)

ORDER DETAILS

PURCHASING A REPORT

REPORT TITLE

MAKING A PAYMENT FOR AN EXISTING INVOICE

INVOICE REFERENCE

REGISTERING FOR AN EVENT

EVENT TITLE

EVENT LOCATION

COMPANY NAME

DIVISION

CONTACT EMAIL

PHONE NUMBER

STREET ADDRESS

COUNTRY

POSTCODE

POSTAL ADDRESS

COUNTRY

POSTCODE

TELEPHONE

FACSIMILE

WEB URL

ATTENDEE NAME

ATTENDEE EMAIL

ATTENDEE NAME

ATTENDEE EMAIL

ATTENDEE NAME

ATTENDEE EMAIL

ATTENDEE NAME

ATTENDEE EMAIL

ATTENDEE NAME

ATTENDEE EMAIL

(For additional attendees, please attach a separate sheet.)

CREDIT CARD PAYMENT

Credit card number

Expiry date

Mastercard*

Bankcard

Visa

Amex

Authorised Amount \$AUD

*Payment by American Express incurs a 2.75% service charge

Cardholders name

Authorised Signature

ACCEPTANCE OF TERMS The person signing this document represents and warrants to Longhaus that he/she is authorised by the Client to bind it to the terms and conditions of this Agreement. The signer warrants that he/she has read, initialled, and accepts the Terms and Conditions on the second page of this Agreement. We understand that, upon acceptance by Longhaus this Agreement shall be legally binding between the Client and Longhaus. We also understand that any change in the information in the Agreement must be in writing.

READ, AGREED AND UNDERSTOOD

Authorised Signature

Date

Name (Please Print)

Title



TERMS AND CONDITIONS

Relationship of Parties. All payments and other benefits provided and to be provided hereunder by or on order of the purchaser shall accrue to the benefit of Longhaus Pty Ltd (herewith referred to as Longhaus).

Payment. The fee(s) payable to Longhaus are payable in Australian dollars. If invoiced, the terms are 14 days after date of invoice provided to Client. All fees are non-refundable. Unless otherwise stated, the Client understands and agrees that fees are exclusive of all applicable taxes.

Sales or Use Taxes. If any sales, use, value-added, privilege or other tax or charge is now or hereafter imposed or assessed by any governmental entity upon the sale, use or receipt of Deliverables, Client agrees to pay such taxes or charges when invoiced by Longhaus.

Deliverables and Ownership. Deliverables will consist of those specified by the Client that have been created for multiple Clients ("Standard Deliverables"). Standard Deliverables, including but not limited to copyrighted materials, are owned by Longhaus. Client acknowledges that Longhaus owns all right, title, and interest in and to all existing Longhaus tools, questionnaires, methodologies, and intellectual capital used in the creation of Deliverables.

Grant of Licenses. Longhaus grants Client a revocable, non-exclusive, non-transferable, limited right to Standard Deliverables, unless otherwise provided for in this Agreement or Addendums. If Client breaches this license, it shall automatically terminate. All rights not expressly granted to Client are retained by Longhaus. Client will NOT sublicense, lease, sell, transfer or assign rights to this License.

For Standard Deliverables, the terms "Single Copy", "Enterprise Copy", "Web Posting" or "Enterprise License" will authorise access for a maximum number of licensed users (each, a "User"). Client agrees not to allow access to Standard Deliverables by (1) more than the maximum number of licensed Users. Each User may print limited, non-routine, convenience copies of Standard Deliverables only for Client's own internal business purposes. Standard Deliverables and any such copy may not be further reproduced, transferred or distributed in any manner to any third party.

- A "Single Copy" license provides authorised access for one (1) User only
- An "Enterprise Copy" license provides authorised access for all Users within the Client organisation
- A "Web-Posting" license allows the Client organisation to post the deliverable to their website for access by an unlimited audience for a specified period of either 3, 6, or 12-months from the date of the order.
- An "Enterprise License" provides the client with full online access to all syndicated reports published by Longhaus. It allows for unlimited views and downloads for a specified number of users for a period of 12-months.

Term and Termination. Unless otherwise stated, this Agreement shall be for the term specified under the grant of licenses. Either party may terminate this Agreement immediately if the other party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for 30 days after receipt of written notice of such breach.

Warranties. CLIENT ACKNOWLEDGES THAT THE DELIVERABLES ARE BEING PROVIDED ON AN AS-IS BASIS. LONGHAUS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE DELIVERABLES OR THEIR CHARACTERISTICS, QUALITY OR VALUE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS AND WARRANTIES EXPRESSED OR IMPLIED BY LAW ARE EXPRESSLY DISCLAIMED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LONGHAUS' TOTAL CUMULATIVE LIABILITY TO CLIENT, FOR ANY REASON AND UPON ANY CAUSE OF ACTION (EXCEPT UNDER RELEVANT SECTIONS BELOW FOR INFRINGEMENT & BREACH OF CONFIDENTIALITY), SHALL BE LIMITED TO ACTUAL FEES PAID LONGHAUS BY CLIENT UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LONGHAUS WARRANTS IT WILL USE COMMERCIALY REASONABLE CARE IN PERFORMING ITS DELIVERABLES WHICH WILL REPRESENT LONGHAUS' BEST COLLECTIVE JUDGMENT AT THE TIME THE DELIVERABLES ARE PREPARED. CLIENT WARRANTS IT WILL NOT SEEK TO HOLD LONGHAUS, ITS ANALYSTS, EMPLOYEES, CONSULTANTS, OFFICERS OR DIRECTORS LIABLE FOR ANY DAMAGES WHATSOEVER BASED ON THE OPINIONS RENDERED BY LONGHAUS IN THE DELIVERABLES OR OTHERWISE, EXCEPT FOR DAMAGES WHICH MAY ARISE OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Indemnification. Longhaus shall defend and indemnify Client against any claim that the Deliverables infringe a valid copyright, trade secret or other applicable intellectual property right. Client shall give Longhaus prompt written notice of any claim and grant control of the defence and settlement to Longhaus. If the Deliverables become the subject of such claim, Longhaus shall either (i) procure for Client the right to continue using the Deliverables, or (ii) replace or modify them to make them non-infringing. In the event Longhaus is unable to procure such right, replace or modify the infringing Deliverables, Longhaus shall refund Client a pro rata portion of applicable fees paid Longhaus by Client. Such refund is Longhaus' sole obligation and Client's sole remedy for such infringement.

Confidentiality and Privacy. Other than provided for in this Agreement, Client acknowledges that Deliverables (including specifically those items available or accessed via the Internet from Longhaus) may contain confidential and/or proprietary information, including but not limited to data, information, ideas, specifications, procedures, schedules, technical processes and formulas (collectively, "Confidential Information"). Client shall protect Confidential Information with at least the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable degree of care. Client shall not use, disclose, provide or permit any person to obtain any Confidential Information or personal information (as defined in the Privacy Act Cw/1988) in any form, except for employees, agents or independent contractors who have agreed to be subject to restrictions similar to those herein. This Section shall not apply to information received by Client that (i) is generally available to or previously known by the public, (ii) can be reasonably demonstrated was known prior to disclosure, (iii) is independently developed without use of or reference to Confidential Information, (iv) is lawfully disclosed pursuant to court order, provided that Client shall promptly notify Longhaus of the order so it may seek protective relief.

To the extent Longhaus is provided confidential information of Client in the course of its work hereunder, Longhaus shall protect such confidential information to the same extent (and subject to the same limitations) as Client's obligations to Longhaus in the prior paragraph.

Miscellaneous.

Arbitration; Governing Law; Consent to Jurisdiction. The parties agree that this agreement will be governed by the law of Queensland and both parties agree to submit to the non-exclusive jurisdiction of the Courts of Queensland and any appeals court there from.

Entire Agreement and Priority. Notwithstanding paragraph (a) above, but subject to paragraph (c), the parties agree that prior to commencing any court proceedings; they will first comply with the following:

- Any dispute under this agreement shall first be negotiated in good faith by the parties.
- If a dispute is not resolved under paragraph (a) above within 14 days from the date the dispute is first brought to the attention of both parties then the dispute must be referred to arbitration under the rules established by the Queensland Commercial Dispute Resolution Centre in Brisbane.
- Notwithstanding the rules promoted by the Queensland Dispute Resolution Centre, the parties will jointly appoint the arbitrator, and if the parties cannot agree on who is to be the arbitrator to the dispute within 7 days after notifying the Queensland Dispute Centre of the dispute then the arbitrator will be appointed by the then President of the Institute of Arbitrators or by his/her nominee.
- Unless otherwise determined by the appointed arbitrator, the cost of the arbitration will be borne equally by the parties.

Severability. In the case of a dispute, where a party is seeking injunctive relief, a party may immediately commence court proceedings without being in breach of paragraph (a) above.

Survival. Sections 1, 2, 4, 6, 7, 9, and 10 shall survive termination or expiration of this Agreement.

Notices. All notices hereunder shall be in writing, to the parties' addresses as set forth in this Agreement or such other addresses designated by either party, in writing.

Client Initials: _____