

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (**Agreement**) is entered into by and between Information Alignment Pty Ltd ABN 41 102 630 535 ("INAPL"), and the customer specified in the Software Order Form (**Customer**), and is effective as of the date specified in the Software Order Form (the **Effective Date**). The Agreement consists of the terms and conditions set forth in this agreement including any attachments or exhibits.

The Agreement permits the Customer to purchase software licenses and services from INAPL pursuant to INAPL order forms referencing this Agreement (**Order Form(s)**) and sets forth the basic terms and conditions under which those products and services will be delivered. Unless otherwise specified herein, each Order Form shall be independent from, and have no impact on, any other Order Form. This Agreement shall govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer which reference this Agreement.

The Customer accepts the Software License Agreement available for download from www.inapl.com and agrees to be bound by the currently posted Software License Agreement. Acceptance (as defined in the Software License Agreement) of the Software Order Form by the Customer constitutes a binding, legal agreement between the Customer and INAPL. Any additional or different terms or conditions in any communication by the Customer are rejected and shall be null and void, irrespective of the means of Customer's Acceptance.

By accepting the Software Order Form verbally, by email or by providing a purchase order you represent that you are an authorised representative of the Customer and that you have the authority to legally and financially commit the Customer.

1. Definitions and Interpretation

In this Agreement:

Acceptance means confirmation from the Customer verbally, by email or by providing a purchase order to proceed with the offer made by the Supplier in the Software Order Form.

Affiliate means any entity which is under the control of or common control with Customer where “control” means the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such entity whether through the ownership of voting security, by contract or otherwise; and the term “controlled” shall have the same meaning. The Affiliate rights granted in this Agreement shall not apply to any “enterprise wide” licenses unless Affiliate usage is designated in the applicable Order Form.

Agreement means the agreement entered into by the Supplier and the Customer (either solely or with another person) which incorporates this document and any schedules and special conditions, and any other document stated in the Agreement or Software Order Form to be part of the Agreement.

Claim means any claim, demand, action, proceeding, litigation, or judgment whether based in contract, tort, statute or otherwise.

Contractor means any third party engaged by Customer to perform services on behalf of Customer.

Gross Negligence means such reckless and wanton conduct as constitutes an utter disregard for the harmful, foreseeable and avoidable consequences which result from that conduct.

Liabilities means all liabilities, losses, damages, outgoing, penalties, fines, costs and expenses of whatever description.

Wilful Misconduct means any intentional act or omission by a Party carried out with disregard for the foreseeable and harmful consequences for the other Party, but does not include an error of judgment, mistake, act or omission, whether negligent or not, made in good faith.

1.1. Subject to all of the terms and conditions of this Agreement, INAPL grants to Customer a royalty-free, irrevocable (except for in the circumstances of uncured material breach of this Agreement by the Customer, after the Customer has been given written notice of such breach and a reasonable opportunity to remedy such breach, being not less than 14 days), non-transferable, non-sub licensable, non-exclusive license from the Effective Date to use the software products specified in a Software Order Form (**Software**) internally, but only in accordance with (a) the technical specification documentation generally made available by INAPL to its customers with regard to the Software (**Documentation**), (b) this Agreement and (c) any term, user, CPU, site, computer, website, field of use or other restrictions set forth in the applicable Order Form.

1.2. Customer may copy and install on Customer's and, subject to Section 1.3 below, its Affiliates' computers for use

only by Customer's and its Affiliates' employees, directors, officers and contractors as many copies of the Software as is designated in the applicable Order Form. Customer may also make a reasonable number of copies of the Software for back-up and archival purposes.

1.3. Subject to the terms and conditions of this Agreement, Customer's Affiliates and Contractors and their respective employees, directors, officers and contractors (**Personnel**) may use the licenses granted to Customer together with the applicable Documentation, provided that (a) such use is only for Customer's or such Affiliate's benefit, (b) Customer agrees to remain responsible for each such Affiliate's and Contractor's and their Personnel's compliance with the terms and conditions of this Agreement and (c) upon request Customer will identify each such Affiliate and Contractor. Use of the Software by the Affiliates, Contractors and Customer in the aggregate must be within the restrictions in the applicable Order Form.

1.4. License Restrictions

Customer shall not (and shall not allow any third party to):

- (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to INAPL);
- (b) distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes;
- (c) remove any product identification, proprietary, copyright or other notices contained in the Software;
- (d) modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by INAPL. INAPL expressly authorizes the Customer and its Affiliates and their respective Personnel to create reports, modify reports and build their own reports using the Software and to use such reports without restriction; or
- (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software except as authorised under this Agreement or with INAPL's prior approval. For clarity, this restriction, and this Agreement generally, relates to the Software and not the data and information stored or accessed using the Software. The Customer may freely use, disclose and disseminate such data and information, which is the property of the Customer and Confidential Information of the Customer for the purpose of clause 9.

2. Ownership

Notwithstanding anything to the contrary contained herein,

except for the limited license rights expressly provided herein, INAPL and its suppliers have and will retain all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

3. Payment and Delivery

3.1. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made in currency as specified in the applicable Order Form. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the income of INAPL).

3.2. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form.

4. Term of Agreement

4.1. This Agreement is effective as of the Effective Date.

4.2. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within 30 days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. The Customer may, with effect from the next anniversary of the Effective Date, terminate this Agreement in whole or in part, at its absolute discretion, by giving INAPL not less than one month's written notice, in which case INAPL will be entitled to payment under this Agreement up to the effective date of termination but will not be entitled to any further payment.

4.3. Sections 1.4 (License Restrictions), 2 (Ownership), 3 (Payment), 4 (Term of Agreement), 5.8 (Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidential Information), 10 (Public Statements) and 11 (General) shall survive any termination or expiration of this Agreement.

5. Representations, Warranties and Covenants

5.1. Each party represents and warrants to the other that it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder.

5.2. Each party represents and warrants to the other that it has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legally valid and binding obligation of it enforceable against it in

accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights and subject to general equitable principles.

5.3. INAPL represents and warrants to Customer that it is the legal and beneficial owner or authorized licensor of the Software, and INAPL has the full power and authority to grant the license to use the Software herein contemplated without the consent of any other person.

5.4. INAPL represents, warrants and covenants to Customer that the Software, when and in the form provided by INAPL from time to time (including any updates or patches thereto), and its use by Customer and its Affiliates in accordance with this Agreement does not infringe the intellectual property rights of any person. INAPL's sole liability and Customer's sole and exclusive remedy for any breach of the foregoing representation and warranty shall be the intellectual property infringement indemnity set forth below in Section 8.

5.5. INAPL represents, warrants and covenants to Customer that no portion of any Software, when and in the form provided by INAPL from time to time (including any updates or patches thereto), contains any active disabling mechanism or protection feature designed to prevent its use, including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable such Software, Customer's or its Affiliates' software, Customer's or its Affiliates' computer systems or other software or hardware up to date, reputable, and widely, except as specifically designed into the Software and of which Customer has actual knowledge. Notwithstanding the foregoing and for greater certainty, INAPL represents, warrants and covenants that nothing designed into any Software is intended to prevent the Software from functioning in accordance with its Documentation at any time.

5.6. INAPL warrants to Customer that for a period of 90 days following conclusion of implementation and configuration services for the Software or, when the software has been delivered and is at a 'Go Live' stage (the **Warranty Period**), the Software shall operate in a manner consistent in all material respects with the Documentation. INAPL does not warrant that Customer's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. INAPL's sole liability (and Customer's exclusive remedy) for any breach of this warranty shall be, at INAPL's election to either: use commercially reasonable efforts to promptly provide Customer with an error-correction or work-around which corrects the reported non-conformity, to promptly replace the non-conforming Software with conforming Software, or if INAPL determines such remedies to be impracticable within a reasonable period of time (but in any event within sixty (60) days from the date on which it received notice of the warranty claim), to terminate the Agreement and refund the license fee paid for the Software. INAPL shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty

Period.

5.7. The above warranty shall not apply:

- (a) if the Software is used with hardware or software not specified in the Documentation without the prior approval of INAPL, to the extent that such use directly causes the warranty to be breached;
- (b) if any modifications are made to the Software by Customer or any third party without the prior approval of INAPL, to the extent that such modifications directly cause the warranty to be breached;
- (c) to defects in the Software due to accident, abuse or improper use by Customer; or
- (d) to items provided on a no charge or evaluation basis.

5.8. This section 5 is a limited warranty and except as expressly set forth in this section 5 the software and all services are provided "as is." neither INAPL nor its suppliers makes any other warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement. customer may have other statutory rights. however, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the limited warranty period.

6. Support & Maintenance

INAPL shall provide the support and maintenance services for software modules as specified in the applicable Order Form. All support and maintenance shall be provided pursuant to this Agreement read together with INAPL's standard service terms which are set forth in Exhibit A and which shall prevail over this Agreement to the extent of inconsistency.

7. Limitation of Remedies and Damages.

7.1. subject to section 7.6, neither party shall be liable for any loss of use, lost data, failure of security mechanisms, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

7.2. subject to section 7.6, INAPL and its suppliers' entire liability to customer in connection with this agreement shall not exceed the amount actually paid by customer to INAPL under this agreement.

7.3. this section 7 shall not apply with respect to any claim arising under the sections titled "grant of license," "license restrictions," "confidential information" or "indemnification".

7.4. the software is not fault tolerant and is not designed, manufactured or intended for use in life support, medical, emergency, mission critical or other strict liability or hazardous activities ("high risk activities"). INAPL specifically disclaims any express or implied warranty of fitness for high risk activities. customer represents and warrants that it will

not use the software (or permit it to be used) for high risk activities, and agrees that INAPL will have no liability for use of the software in high risk activities. customer agrees to indemnify and hold harmless INAPL for any damages, liabilities or other losses resulting from such use.

7.5. The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

7.6. The limitations in Sections 7.1 and 7.2 do not apply to the extent that:

- (a) the liability cannot be limited at law; and/or:
- (b) the liability arises as a result of the Gross Negligence, fraud, Wilful Misconduct or criminal conduct of INAPL or its Affiliates or their respective directors, officers, employees, contractors, representatives or agents.

8. Indemnification

INAPL shall defend, indemnify and hold harmless Customer and its Affiliates together with their respective officers, directors and employees and Contractors from and against any claim of infringement of a patent, copyright, or trademark or other intellectual property right asserted against any of them by a third party based upon or in connection with Customer's or its Affiliates' or Contractors' use of the Software in accordance with the terms of this Agreement, provided that INAPL shall have received from Customer:

- (a) prompt notice of such claim (but in any event notice in sufficient time for INAPL to respond without prejudice);
- (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim to the extent that the claim is not directly against the Customer and/or its Affiliate; and
- (c) all reasonable necessary cooperation of Customer. If Customer's use of any of the Software is, or in INAPL's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, INAPL may, in its sole discretion:
 - (i) substitute for the Software substantially functionally similar programs and documentation;
 - (ii) procure for Customer the right to continue using the Software; or if (a) and (b) are commercially impracticable,
 - (iii) terminate the Agreement and refund to Customer the license fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable license purchase date. The foregoing indemnification obligation of INAPL shall not apply:
 - a. if the Software is modified by any party other than INAPL without the

prior approval of INAPL, to the extent that such modification causes the alleged infringement;

- b. to the extent the Software is combined with other non-INAPL products without the prior approval of INAPL, to the extent that such combination causes the alleged infringement;
- c. to any unauthorized use of the Software;
- d. to any unsupported release of the Software; or
- e. to any third-party code contained within the Software. This section 8 sets forth INAPL's and its suppliers' sole liability and customer's sole and exclusive remedy with respect to any claim of intellectual property infringement.

9. Confidential Information.

Each party agrees that all code, inventions, know-how, business information and production data, supplier, customer and prospective supplier lists and requirements, financial information and technical information including information relating to a party's processing facilities, operational techniques and methods that it obtains (**Receiving Party**) from the disclosing party (**Disclosing Party**) constitute the confidential property of the Disclosing Party (**Confidential Information**), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by INAPL (or its agents), performance information relating to the Software, any Evaluation Software, and the terms of this Agreement shall be deemed Confidential Information of INAPL without any marking or further designation. Any information not in the public domain regarding the business affairs and operations of Customer, its relationship with its suppliers, customers and/or employees and such other information not in the public domain as may be helpful to its competitors or detrimental to Customer, its customers or employees if publicly disclosed shall be deemed Confidential Information of Customer without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to stock exchange rules or

regulation, law, order or legal process (but only to the minimum extent required to comply with such rules or regulation, law, order or legal process and with advance notice to the Disclosing Party, to the extent permitted by law). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party may be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. At the Disclosing Party's request, or upon termination of this Agreement, the Receiving Party agrees to turn over to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and any copies, extracts or notes regarding the foregoing, in its possession or control, and the Receiving Party agrees not to retain any copies thereof, whether printed, on electronic media, or otherwise (except copies made for archival or back-up purposes, which the Receiving Party shall destroy in accordance with its document retention policy and copies retained to comply with professional obligations, standards or practices of legal advisers and other professional advisers of the Receiving Party).

10. Public Statements.

Except to the extent required by applicable law or regulation or an order or judgment of a court, administrative agency or other governmental body of competent jurisdiction, neither party shall disclose or permit any of its Affiliates or personnel to disclose any information regarding the existence or terms of the Agreement, nor issue any press release or public statement mentioning the name of the other party or any Affiliate of the other party, without the prior written consent of the other party. Any party proposing to make any such disclosure shall first consult with the other party.

11. General

11.1. Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

11.2. Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

11.3. Governing Law; Jurisdiction and Venue

This Agreement is governed by the law of Western Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

11.4. Notices and Reports

Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given:

- (d) upon receipt if by personal delivery;
- (e) upon receipt if sent by certified or registered mail (return receipt requested); or
- (f) one day after it is sent if by next day delivery by a major commercial delivery service.

11.5. Amendments; Waivers

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only.

11.6. Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

11.7. Audit Rights

Upon INAPL's written request, Customer shall certify in a signed writing that Customer's use of the Software is in full compliance with the terms of this Agreement (including any copy and user limitations). No more than once every three years, and with at least sixty (60) days prior written notice to Customer, INAPL may gain access (subject to compliance with the Customer's site access requirements) to Customer's premises for the limited purpose of conducting an inspection to determine and verify compliance with the terms of this Agreement including but not limited to usage of the Software within the required usage restrictions. INAPL will conduct such inspection during normal business hours and such inspection shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose and not disrupt Customer's operations. In the event that such inspection identifies Customer's usage of the Software in excess of the relevant restrictions under this Agreement, then Customer must immediately pay to INAPL (at INAPL's then current list price) the additional license fees and maintenance fees to reflect Customer's actual use of the Software. Customer's new license will become effective upon payment of such invoice. INAPL will bear the costs associated with the inspection (including the fees of any professional advisers instructed by INAPL to assist in the inspection), unless the inspection reveals a discrepancy in excess of fifteen percent (15%), in which case the inspection costs shall be paid by Customer.

11.8. Independent Contractors

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

11.9. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

11.10. Export Compliance

Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Once in its control, Customer shall not allow the export or re-export of any part of the Software or any direct product thereof:

- (a) into (or to a national or resident of) any embargoed or terrorist-supporting country;
- (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals;
- (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or
- (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

11.11. Third-Party Code

The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses (**Open Source Software**). Open Source Software may be identified in the Documentation, or INAPL shall provide a list of the Open Source Software for a particular version of the Software to Customer upon Customer's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

11.12. Anti-Bribery Compliance

- (a) Neither INAPL, nor any person acting on behalf of INAPL, has made or committed to make, nor shall they make or commit to make, any payment of money, or gift of anything of value, directly or indirectly, to any Government Official (as defined below), for the purpose of securing or inducing the act, decision, influence, or omission of such Government Official to obtain, retain, or direct business, or secure any improper advantage, for any person in connection with this Agreement. The prohibition on indirect payments or commitments includes any situation where the person making the payment knows, believes, or is aware of the high probability that the person receiving the payment will pass the payment through, in whole or in part, to a Government Official in the circumstances set forth above. **Government Official** means any official, agent or employee of the government, any political party or an official thereof, any candidate for political office, any official or employee of any public international organization, or any immediate relative (spouse, son, daughter, or parent) of any of the foregoing, including, without limiting the generality of the foregoing, any employee or official of any company which is majority-owned or controlled by the government, any employee or official of any company which is in the process of being privatized in whole or in part, and any person who is purporting to act in a private capacity, but who otherwise is a Government Official within the meaning of this definition.
- (b) INAPL covenants that it shall not pay or commit to pay any expense for the benefit of a Government Official without the prior written approval of Customer and that, if applicable, it will keep and maintain all documentation and receipts for any expenses of Government Officials that it has paid. All expense reimbursement requests will be deemed to include INAPL's certification that it has abided by all of the terms of this Section of the Agreement.

11.13. Insurance

INAPL must affect and maintain, for the term of this Agreement, at its own expense, the following insurance policies:

- (a) Workers' compensation and employers' liability insurance covering all Claims and Liabilities under any applicable law, and where common law claims are allowed outside of the statutory scheme, for employer's liability at common law, for the death of

or injury to:

1. any person employed by INAPL in connection with this Agreement; and
 2. any person who is a worker of INAPL or any of its sub-contractors in connection with this Agreement and who may be deemed under statute to be a worker of the Customer.
- (b) General public and products liability insurance with a limit of liability of not less than \$10,000,000 for any one occurrence, covering liability for:
1. personal injury, disease or illness (including mental illness) or death; and
 2. loss of, damage to, or loss of use of, real or personal property and consequential loss,
- arising out of the performance of this Agreement.
- (c) Motor vehicle insurance covering all mechanically propelled vehicles that are registered, or are capable of being registered for road use, and which are used in connection with this Agreement, including insurance that is compulsory under applicable Laws governing the use of motor vehicles and liability for personal injury or death; and
- (d) liability insurance for third party property damage with a sum insured of not less than \$20,000,000 per occurrence.

INAPL must:

- (a) observe and perform all terms and conditions of such insurances and pay all deductibles;
- (b) provide certificates of currency and such other evidence that the Customer may require regarding the insurances at any time (including prior to the issue of a Purchase Order), if requested to do so;
- (c) ensure that all insurances arranged by INAPL are effected with reputable financially secure insurers (with a Standard and Poors (or equivalent) rating of not less than A minus; and
- (d) notify the Customer in writing as soon as practicable after receiving any notice of cancellation or any change in any policy of insurance that will have a material effect on the cover required to be taken out by INAPL in accordance with this Agreement.