



CLLOUD SERVICES AGREEMENT TERMS

THESE CLOUD SERVICES AGREEMENT TERMS (the “AGREEMENT”) APPLY TO THE TEAM CLOUD SERVICES AND OTHER CLOUD SERVICES THAT YOU ORDER FROM THE SERVICE PROVIDER THAT HAS SIGNED OR INCORPORATED THIS CLOUD SERVICES TERMS INTO YOUR ORDER WITH SUCH SERVICE PROVIDER. THIS AGREEMENT SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ANY ORDERING DOCUMENTATION BETWEEN YOU AND THE SERVICE PROVIDER.

For purposes of this Cloud Services Agreement Terms, “You” and “Your” refers to the end user customer executing this agreement with TEAM IM Limited as general partner for the TEAM IM NZ LP (the “Service Provider”).

1. USE OF THE SERVICES

1.1 You have purchased TEAM Cloud and/or, if applicable, other cloud services from the Service Provider, and the Service Provider will make the services listed in Your order with the Service Provider (the “Services”) available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the “Services Period”), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, the Service Provider may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Content (as defined below).

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access tests of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, (the “Acceptable Use Policy”). In addition to other rights that the Service Provider has in this Agreement and Your order, the Service Provider or Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. OWNERSHIP RIGHTS AND RESTRICTIONS

2.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). The Service Provider or the Service Provider’s licensors or Subcontractor(s) (as applicable) retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of the Service Provider under this Agreement.

2.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your



order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

2.3 You grant the Service Provider the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by the Service Provider to perform the Services.

2.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle or the Service Provider; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

3. NONDISCLOSURE

3.1 By virtue of this Agreement, the parties may disclose information that is confidential (“Confidential Information”).

To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure. For the purposes of this Agreement, the Service Provider’s Confidential Information also includes all its Subcontractors’ information clearly identified by or on behalf of Oracle or the Service Provider as confidential at the time of disclosure.

3.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

3.3 Subject to applicable law, each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, the Service Provider will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorised disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law. The confidentiality of Your Content residing in the Services will be protected in accordance with the security practices defined as part of the Service Specifications applicable to Your order.

3.4 The parties acknowledge and agree that You and this Agreement may be subject to applicable freedom of information or open records law. Should You receive a request under such law for the Service Provider or its Subcontractors’ Confidential Information, You agree to give the Service Provider adequate prior notice of the request and before releasing Confidential Information to a third party, in order to allow the Service Provider and the applicable Subcontractor sufficient time to seek injunctive relief or other relief against such disclosure.

4. PROTECTION OF YOUR CONTENT

4.1 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and Data Processing Agreement (as that term is defined below), the Service Provider will comply with:

- a. <http://teamcloud.nz/privacy-policy>; and
- b. <http://teamcloud.nz/legal> (the “Data Processing Agreement”).

4.2 Without prejudice to Section 4.1 above, You are responsible for (a) any required notices, consents and/or authorisations related to Your provision of, and the Service Provider’s processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit, or instruct the Service Provider to disclose or transfer in writing, Your Content to a third party, the Service Provider is no longer responsible for the security, integrity or confidentiality of such content and applications outside of the Service Provider’s control.

4.3 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide the Service Provider with access to sensitive or special personal information that imposes specific data security obligations on the Service Provider or its Subcontractors in addition to or greater than those specified in the Service Specifications.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. The Service Provider warrants that during the Services Period, the Service Provider will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide the Service Provider with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying the Service Provider of the deficiency in the Services).

5.2 THE SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT THE SERVICE PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

5.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND THE SERVICE PROVIDER’S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF THE SERVICE PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND THE SERVICE PROVIDER WILL REFUND YOU, THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO THE SERVICE PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A



PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, SALES, GOODWILL, OR REPUTATION.

6.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SERVICE PROVIDER AND THE SERVICE PROVIDER'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO THE SERVICE PROVIDER FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

7. INDEMNIFICATION

7.1 If a third party makes a claim against either the Service Provider or its Subcontractors or You ("Recipient" which may refer to You or the Service Provider or its Subcontractors depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or the Service Provider ("Provider" which may refer to You or the Service Provider depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent not prohibited by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

7.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects the Service Provider's ability to meet its obligations under the relevant order, then the Service Provider may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third-party license do not allow the Service Provider or its Subcontractor to terminate the license, then the Service Provider may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

7.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not

indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. The Service Provider will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

7.4 This Section 7 provides the parties' exclusive remedy for any infringement claims or damages.

8. TERM AND TERMINATION

8.1. Services provided under this Agreement shall be provided for the Services Period defined in Your order.

8.2. The Service Provider may suspend Your or Your Users access to, or use of, the Services if The Service Provider or its Subcontractors believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, the Service Provider will provide You with advance notice of any such suspension. The Service Provider will use reasonable efforts to re-establish the Services promptly after the Service Provider determines that the issue causing the suspension has been resolved. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

8.3. If either of the Service Provider or You breach a material term of this Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement and Your order. If the Service Provider terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

8.4. At the end of the Services Period of an order, the Service Provider will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, the Service Provider will delete or otherwise render unrecoverable any of Your Content that remains in the Services. The Service Provider data deletion practices may be described in more detail in the Service Specifications.

8.5. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

9.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. The Service Provider does not control and is not responsible for such Third-Party Services. You are solely responsible for complying with the terms of access and use of Third-Party Services, and if the Service Provider accesses or uses any Third-Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorised by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third-Party Content from the Services to a Third-Party Service or other location, that transfer constitutes a distribution by You and not

by the Service Provider.

9.2 Any Third-Party Content the Service Provider makes accessible is provided on an “as-is” and “as available” basis without any warranty of any kind. You acknowledge and agree that the Service Provider is not responsible for, and has no obligation to control, monitor, or correct, Third-Party Content. The Service Provider disclaims all liabilities arising from or related to Third Party Content.

9.3 You acknowledge that: (i) the nature, type, quality and availability of Third-Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and X™, etc. (each, a “Third-Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs). The Service Provider may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third-Party Services or APIs. If any third-party ceases to make its Third-Party Content or APIs available on reasonable terms for the Services, as determined by the Service Provider in its sole discretion, the Service Provider may cease providing access to the affected Third-Party Content or Third-Party Services without any liability to You. Any changes to Third-Party Content, Third-Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

10. SERVICE MONITORING & ANALYSES

10.1 The Service Provider and its Subcontractors continuously monitor the Services to facilitate the operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. The monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. The Service Provider and its Subcontractors do not monitor, and do not address issues with, non-Oracle/non-Service Provider software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by the monitoring tools (excluding Your Content) may also be used to assist in managing the Service Provider or its Subcontractors’ product and service portfolio, to help the Service Provider and its Subcontractors address deficiencies in their product and service offerings, and for license management purposes.

10.2 The Service Provider and its Subcontractors may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). The Service Provider and its Subcontractor may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual. The Service Provider and its Subcontractors (as applicable) retain all intellectual property rights in Service Analyses.

11. EXPORT

11.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and the Service Provider each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile

technology.

11.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorisation and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

12. FORCE MAJEURE

Neither of You or the Service Provider, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. The Service Provider and You will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the Service Provider or You may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of New Zealand and You and the Service Provider agree to submit to the exclusive jurisdiction of, and venue in, the courts in Wellington in any dispute arising out of or relating to this Agreement.

14. NOTICE

14.1. Any notice required under this Agreement shall be provided to the other party, and the Service Provider, in writing. If You have a legal dispute with the Service Provider or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Legal, TEAM IM Ltd as General Partner for the TEAM IM NZ LP, Level 2, 1 Post Office Square, Wellington 6011, New Zealand.

14.2. The Service Provider may give notices applicable to its cloud services' customer base by means of a general notice on the relevant portal for the cloud services, and notices specific to You by electronic mail to Your e-mail address on record in the Service Provider's account information or by written communication sent by first class mail or pre-paid post to Your address on record in the Service Provider's account information.

15. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

16. OTHER

16.1 The Service Provider and its Subcontractors are independent contractors, and You agree that no partnership, joint venture, or agency relationship exists between the Service Provider and its Subcontractors and You.

16.2 The Service Provider and You are each responsible for paying our own employees, including employment

related taxes and insurance. You understand that the Service Provider's business partners and other third parties, including any third parties with which the Services has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Services, are independent of the Service Provider and are not the Service Provider's agents. The Service Provider is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as the Service Provider's Subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as the Service Provider would be responsible for the Service Provider's resources under this Agreement. This Agreement is entered exclusively between You and the Service Provider.

16.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

16.4 Except for actions for nonpayment or breach of the Service Provider or its Subcontractor's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

16.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. The Service Provider will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by the Service Provider or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

16.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, the Service Provider may audit Your use of the Cloud Services to ensure Your use of the Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with the Service Provider's audit and to provide reasonable assistance and access to information reasonably requested by the Service Provider. You acknowledge and agree that the Service Provider may conduct the audit in whole or in part through its Subcontractor(s).

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of this Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees for additional Services) such non-compliance within 30 days of written notification of that non-compliance. You agree that the Service Provider shall not be responsible for any of Your costs incurred in cooperating with the audit. Any usage in excess of Your rights shall be considered a change to the scope of services of the applicable order and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights and issuing a contract modification to document the amount of such fees and the change in the scope of Services.

16.7 It is acknowledged that the Service Provider will utilise the services of Subcontractors in the provision of the Services under this Agreement. The Service Provider shall be responsible to You for the performance of its Subcontractors, and You shall have no right of action (direct or indirect) against any such Subcontractors. Where the interests of a Subcontractor are directly referenced in this Agreement, the applicable Subcontractor shall be

deemed a third-party beneficiary of this Agreement, notwithstanding such Subcontractor has no contractual relationship with You.

17. ENTIRE AGREEMENT

17.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

17.2 It is expressly agreed that the terms of this Agreement and any Service Provider order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Service Provider document and no terms included in any such purchase order, portal, or other non-Service Provider document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorised representatives of You and of the Service Provider; however, the Service Provider may update the Service Specifications, including by posting updated documents on <https://support.teamcloud.nz>. Except as set forth in Section 16.7, no third-party beneficiary relationships are created by this Agreement.

18. AGREEMENT DEFINITIONS

18.1 “Oracle” means Oracle New Zealand and its affiliates.

18.2 “Oracle Software” means any software agent, application or tool made generally available to You by the Service Provider or its Subcontractor for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

18.3 “Program Documentation” refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://docs.teamcloud.nz> or such other address specified by the Service Provider.

18.4 “Service Specifications” means the following documents, as applicable to the Services under Your order: <http://support.teamcloud.nz>.

18.5 “Subcontractor” means Oracle or another third party that the Service Provider contracts with to support the provision of the Services to You.

18.6 “Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of the Service Provider that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third-Party Content include data feeds from social network services, rss feeds from blog posts, data marketplaces and libraries, dictionaries, and marketing data.

18.7 “Users” means, for Services, those employees, contractors, and end users, as applicable, authorised by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of this



Agreement and Your order.

18.8 "Your Content" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle/non-Service Provider or third-party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle or Service Provider products and services, and Oracle and Service Provider's intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content".

19. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY THE SERVICE PROVIDER)

End Customer Name: _____

TEAM IM Ltd as General Partner for the TEAM IM NZ LP

Authorised Signature: _____

Authorised Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____