MICROMINE PITRAM SOFTWARE LICENCE AGREEMENT

VERSION: 29 APRIL 2024

MICROMINE AUSTRALIA PTY LTD

ABN 72 630 329 118

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This is a licence agreement and not an agreement for sale. This licence agreement (**Agreement**) is a legal agreement between you, the end user (**Licensee**), and Micromine Australia Pty Ltd (**Licensor**) each individually hereafter referred to as a "party", and, collectively, referred to as the "parties" to this Agreement.

Licensor provides this program and licenses its use. Licensee's use of the Licensed Software acknowledges that Licensee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

1.   **DEFINITIONS AND INTERPRETATION**

   1.1   Definitions

   In this Agreement, except where the context otherwise requires:

   Business Day: a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday, public holiday in Perth, Western Australia and 27, 28, 29, 30 and 31 December.

   Designated Equipment: means the equipment upon which the Licensed Software may be used (including Licensee provided hardware) where the Licensor has defined and advised a minimum specification.

   Documentation: means operating manuals and other printed materials including users' manuals, modification manuals, flow charts, drawings and software listings, which are designed to assist or supplement the understanding or application of the Licensed Software.

   Installation Site: means the Licensee's designated mine site.

   Intellectual Property Rights: means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, relating to the Licensed Software and Documentation.

   Licence: means the right to use the Licensed Software in accordance with the terms of this Agreement.

   Licence Fee: means the annual fee payable by Licensee to Licensor for the use of the Licensed Software.

   Licensed Software: means the Micromine Pitram software program modules that are made available to the Licensee by the Licensor.

   Licensor: means Micromine Australia Pty Ltd ABN 72 630 329 118.

Major Release: means changes to the software that contain or provide significantly enhanced functionality. Major Releases are characterized by a change in the numeral appearing to the left of the first decimal point of the version number (e.g., **3**.11.3 to **4**.0.0).

Normal Use: means the standard, ordinary purpose for which the Licensed Software was intended when first purchased by Licensee.

Pay To Use: is the term applied to the Licensed Software whereby Licensee must have a current Licence which imparts permission by Licensor to Licensee for the Normal Use of the Licensed Software for the period covered by the Licence Fee.

Prohibited Jurisdiction: means Russia, the Democratic People's Republic of Korea, Iran, Syria, Libya, or jurisdiction(s) as nominated by MMPL from time to time and communicated in writing to the Customer.

Service Pack: means changes to the software that contain or provide bug fixes, corrections, patches, or workarounds. Service Pack releases are characterised by a change in the Service Pack numeral appearing to the right of the second decimal point (e.g., 3.11.**3** to 3.11.**4**).

Upgrades: means changes to the software that contain or provide minor enhancements to existing features and/or minor additions in functionality or that contain or provide any other enhancements and/or additions in functionality that the Licensor generally makes available to its other customers without additional charge. Upgrades are characterized by a change in the numeral appearing to the right of the first decimal point (e.g., 3.**11**.3 to 3.**12**.0).

1.2   Interpretation

Clause and paragraph headings shall not affect the interpretation of this Agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a law, statute or statutory provision shall include all subordinate legislation made from time to time under that law, statute or statutory provision and as amended, extended or re-enacted from time to time.

A reference to writing or written includes fax and email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

A reference to "$" is to Australian currency, unless otherwise specified.

A reference to a month is a reference to a calendar month.

No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.

A reference to the consent of a party means the prior written consent of that party.

Where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded.

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

A reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:

> (a)   which ceases to exist; or
>
> (b)   whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. **COMMENCEMENT**

2.1 This Agreement and the Licence shall commence on the date the Licensed Software first commences use in production at the Licensee's site (**Commencement Date**).

3. **PERIOD**

3.1 The initial period of this agreement shall be one (1) year from the Commencement Date unless earlier terminated pursuant to the provision of clause 16 hereof.

3.2 At the end of the initial period this Agreement will continue in full force and effect from year to year until terminated pursuant to the provisions of clause 16 hereof.

4. **GRANT OF LICENCE AND CONDITIONS**

4.1 In consideration of the Licence Fee, Licensor hereby grants the Licensee a Licence to use the Licensed Software on the terms of this Agreement.

4.2 Licensee may only use the Licensed Software in accordance with Normal Use at the Installation Site.

4.3 The Licensed Software may only be used pursuant to the Agreement by Licensee and its respective officers, employees, contract workers, agents and consultants at the Installation Site.

4.4 The Licensed Software may not be used on equipment other than Designated Equipment save that at the sole risk of Licensee it may be used on alternative equipment if:

(a) the Designated Equipment is temporarily inoperable due to malfunction or maintenance; or

(b) Licensor has otherwise given its consent in writing to such alternate use.

4.5 The Licensee must not replace:

(a) Licensor supplied equipment with lower specification equipment; or

(b) Designated Equipment with equipment that does not meet the minimum specifications for Designated Equipment.

4.6 Licensee shall not copy, alter, modify or reproduce the Licensed Software except to the extent otherwise authorised by Licensor or as expressly authorised under Australian copyright law.

4.7 The Licensee and its respective officers, employees, contract workers, agents and consultants must not allow any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Licensed Software. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

4.8 Licensor shall not be obliged to support the Licensed Software, whether by providing advice, training, error correction, modifications, patches, Service Packs, Upgrades, Major Releases or enhancements or otherwise should the Licensed Software not be covered by a valid Licence.

4.9 Licensee acknowledges that there is no transfer of title or ownership to Licensee of the Licensed Software or the Documentation or any modifications, Service Packs, Upgrades or Major Releases of the Licensed Software. The Licensed Software, Documentation and any modifications, changes, improvements and enhancements thereto, regardless of whether

made by Licensee or Licensor, are the property of Licensor and Licensee shall have no rights therein except as provided for in this Agreement.

4.10 The Licensed Software is provided on a Pay To Use basis, renewable annually. Where the Licensed Software is not covered by a current Licence, Licensor reserves the right to disable or otherwise prevent the Normal Use of the Licensed Software until such time a new, valid licence has been established.

4.11 The Licensee will not access, use, or (directly or indirectly) allow use, of the Software Product in, from, or for the benefit of any party in a Prohibited Jurisdiction.

5. CHARGES

5.1 In exchange for the provision of the Software Licence, Licensee shall pay Licensor a Licence Fee on an annual basis.

5.2 Licensor shall notify Licensee in writing of any changes to the Licence Fee one (1) month prior to the anniversary of the Commencement Date.

5.3 Licensee shall pay Licensor within the agreed payment terms following receipt of the Licence renewal invoice.

6. LICENCE RENEWAL

6.1 A Licence renewal notification will be sent to Licensee by Licensor one (1) to two (2) months prior to the expiry of the current Licence.

6.2 A Licence reminder will be sent to Licensee two (2) weeks prior to the expiry of the current Licence.

6.3 Should the Licence expire Licensor may, at its sole discretion, extend the previous Licence period for a maximum of thirty (30) days past the previous Licence expiration date. Should this period expire and no valid Licence is in force Licensor may, at its sole discretion, disable the Licensed Software preventing its Normal Use or issue an additional extension.

6.4 In the event of Licensor agreeing to provide a Licence extension in accordance with clause 6.3, Licensee will be liable for an administration charge of $200 or as varied by Licensor, which will be added to the pending Licence invoice.

6.5 Licensor shall notify Licensee in writing of any changes to the administration charge referred to in clause 6.4 three (3) months prior to the anniversary of the Commencement Date.

7. COPYING

7.1 Licensee must not copy the Licensed Software, in whole or in part, except as set out in this Agreement.

7.2 Licensee may duplicate the Licensed Software for the purpose of backups or for in-house education, training and testing. Licensee may duplicate all manuals and other Documentation provided by Licensor for use solely in conjunction with the use of the Licensed Software under the terms of the Agreement.

7.3   In making any such copies, Licensee agrees that any copyright, trademarks and other proprietary notices on the originals will be reproduced in the copies. Licensee acknowledges such copies as the property of Licensor. Licensee shall make commercially reasonable efforts to ensure any copy of the Licensed Software made pursuant to the Licence bears notice of Licensor's ownership of copyright and a notice stipulating that the Licensed Software contains information confidential to Licensor. Licensee shall comply with any reasonable directions of Licensor as to the form or content of such notices. Licensee must notify Licensor immediately on becoming aware of any unauthorised use or copying of the whole or any part of the Licensed Software or Documentation.

8.   RIGHT TO DELEGATE TO OUTSOURCING SERVICE PROVIDERS

8.1   Licensee may delegate to an independent computer and/or telecommunication services provider (such as but not limited to an outsourcer, an application service provider, facility manager or a hosting service provider) any of the rights granted to Licensee in this Licence. Licensee agrees to require such services provider to use the copy of the Licensed Software that Licensee provides to it solely for the provision of services or processing of data relating to the business of Licensee and its affiliates.

8.2   Licensee may delegate to an independent computer services provider that provides services for disaster recovery, business continuity or security access control any of the rights granted to Licensee in this Licence. Licensee agrees to require such service providers to use the copy of the Licensed Software that Licensee provides to it solely for the processing of data relating to the business of Licensee and its affiliates.

9.   TRANSFER

9.1   Licensee may not make the Licensed Software or Documentation available to any third-party by way of a gift, loan, sub-licence, assignment, novation, mortgage, encumbrance or hire, except as set out in this Agreement.

9.2   The Licence is non-transferable, except to affiliates or successors-in-interest via merger, acquisition, divestiture, reorganization, or otherwise. For all other transfers, written consent of Licensor is required. A transfer fee for any transfer other than the transfer between a Licensee owned office or project shall apply. All transfers are subject to correct completion of the relevant Licensor transfer form.

10.   MODIFICATIONS

10.1   Licensee shall not modify or alter the Licensed Software or merge all or any part of the Licensed Software with any other software without Licensor's prior written permission.

10.2   If the Licensed Software is modified or altered by Licensor at the request of Licensee, or by Licensee with the permission of Licensor pursuant to this Licence, the costs associated with the modifications or alternations or the costs arising out of the investigation of the effects of proposed modifications or alternations will be borne solely by Licensee.

10.3   The Licensed Software as modified or altered remains the property of Licensor in all respects, whether modified by Licensee, Licensor or a third party and whether or not authorised pursuant to the Licence. Specifically, Licensee shall if necessary assign to Licensor all Intellectual Property Rights arising out of any modifications to the Licensed Software.

10.4　This Licence shall apply to the Licensed Software as modified or altered.

11.　REVERSE ENGINEERING

11.1　Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Licensed Software.

12.　SECURITY

12.1　Except for Licensor and its employees, Licensee shall be solely responsible for the use, supervision, management and control of the Licensed Software and Documentation.

12.2　Licensee shall make commercially reasonable efforts to ensure that the Licensed Software is protected at all times from theft, misuse, damage, destruction or any form of unauthorised use.

12.3　The Licensed Software may contain functionality requiring periodic validation of the Licence via internet connection and communication to Licensor. Licensee must not interfere with this process. Licensor reserves the right to disable the Licensed Software that is not re-validated in accordance with this process or is determined to be an unauthorised copy or for other breach of this Agreement.

13.　WARRANTY

13.1　Licensor warrants it has the right and authority to grant the Licence.

13.2　Licensor warrants the Licensed Software is free from major defects and undertakes to fix any such major defects that may arise during the term of the Agreement.

13.3　Licensor does not warrant that the functions contained in the Licensed Software will meet Licensee's requirements, or that the operation of the Licensed Software will be uninterrupted or error free. Licensor offers no warranty regarding the performance of the Licensed Software.

14.　ACCESS

14.1　Licensee shall, where relevant, ensure Licensor's personnel have full and safe on site access to the Licensed Software at all reasonable times for the purpose of providing the software support. Licensee shall also ensure that Licensor's personnel are provided with all information, facilities, assistance and accessories reasonably required by Licensor to enable Licensor to comply with its obligations under the Agreement.

14.2　If reasonably requested by Licensor, Licensee shall provide a suitably qualified or informed representative to provide such advice or assistance to those personnel as may be necessary in order to enable Licensor to access the Licensed Software and relevant equipment.

15.　SOFTWARE MAINTENANCE

15.1　Licensor will provide Licensee with the following in software maintenance on Licensed Software:

(a)　provision of Service Packs, Upgrades and Major Releases to the Licensed Software purchased and provided under this Licence as released by Licensor from time to time;

(b)   Major Releases will be made available to Licensee within sixty (60) days of becoming commercially available;

(c)   release notes will be provided for all Service Packs detailing the defect resolutions included within the software Service Pack; and

(d)   release notes will be provided for all Major Releases detailing the new functionality and defect resolutions included within the software release.

15.2   In the event that Licensee refuses to accept a Service Pack, Upgrade or Major Release of the Licensed Software, subject to 6 months prior written notice from Licensor, Licensor may decline to continue provision of software support.

15.3   Where Licensee accepts a Service Pack, Upgrade or Major Release, the Licence applies in all respects to that Service Pack, Upgrade or Major Release to the extent that it is incorporated or replaces the Licensed Software; and all descriptions and specifications relating to the Licensed Software shall be deemed to be amended to the extent that the specifications for the Service Pack, Upgrade or Major Release supersede the existing Specifications.

15.4   Licensor does not warrant that any functionality introduced within a Service Pack, Upgrade or Major Release will be usable by Licensee without additional implementation services being provided by Licensor. The provision of such services is not covered by this Agreement and as such will only be provided under a separate agreement. Should Licensee invoke said new functionality without the assistance of Licensor's services, Licensor does not warrant the correct behaviour of the software and is in no way bound under the terms of this Agreement to provide support for the new functionality.

15.5   Licensor does not provide any indication as to the frequency of software Major Releases nor the extent of introduced capability or its functionality.

15.6   Licensor reserves the right to charge for new software modules.

16.   TERMINATION

16.1   Licensor may terminate this agreement immediately by notice in writing if:

(a)   Licensee is in breach of any term of the agreement and such breach is not remedied within thirty (30) days of notification by Licensor;

(b)   Licensee for any reason destroys or disposes of or loses custody of the Licensed Software;

(c)   Licensee becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

(d)   Licensee, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or

(e)   Licensee ceases or threatens to cease conducting its business.

16.2   If this Agreement is terminated pursuant to clause 16.1, Licensor may, in addition to terminating the Agreement:

(a)   repossess any copies of the Licensed Software in the possession, custody or control of Licensee;

(b)   retain any moneys paid; and

(c)   be regarded as discharged from any further obligations under the agreement.

16.3   This Agreement may be terminated at any time and for any reason, or for no reason, by Licensee by the giving of notice of termination not less than one (1) month prior to an anniversary of the Commencement Date, whereupon the effective date of termination shall be the anniversary following such notice.

16.4   In the event of termination of this Agreement pursuant to the provisions of clause 16.3, Licensee shall not be entitled to any refund of any monies paid hereunder.

16.5   Licensor shall be legally entitled to suspend or terminate this Agreement if payment is not made in full by Licensee for the Licensed Software or for any unpaid Licensor invoice not in dispute which remains outstanding longer than 90 days.

16.6   Licensor shall be entitled to disable use of the Licence by the Licensee if Licensee engages in any misuse of the Licensed Software including, but not limited to, disabling copy protections or making the Licensed Software available for download by third parties in breach of this Agreement.

17.   INTELLECTUAL PROPERTY RIGHTS

17.1   Subject to clauses 17.2, 17.3 and 17.4, Licensor shall indemnify Licensee against liability under any final judgment in proceedings brought by a third party against Licensee which determine that Licensee's use of the Licensed Software constitutes an infringement in Australia of any Intellectual Property Rights in the Licensed Software.

17.2   Licensor shall not be required to indemnify Licensee as provided in clause 17.1 unless Licensee:

(a)   notifies Licensor in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;

(b)   gives Licensor the option to conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;

(c)   provides Licensor with reasonable assistance in conducting the defence of such a claim; and

(d)   permits Licensor to modify, alter or substitute the infringing part of the Licensed Software at its own expense in order to avoid continuing infringement, or authorises Licensor to procure for Licensee the authority to continue the use and possession of the infringing Licensed Software.

17.3   Licensor shall not indemnify Licensee to the extent that an infringement, suspected infringement or alleged infringement arises from:

(a)   use of the Licensed Software in combination by any means and in any form with other goods not specifically approved by Licensor;

(b)   use of the Licensed Software in a manner or for a purpose not reasonably contemplated or not authorised by Licensor;

(c)   modification or alteration of the Licensed Software without the prior written consent of Licensor; or

(d)   any transaction entered into by Licensee relating to the Licensed Software without Licensor's prior consent in writing.

17.4   In the event that proceedings are brought or threatened by a third party against Licensee alleging that Licensee's use of the Licensed Software constitutes an infringement of Intellectual Property Rights, Licensor may at its option and at its own expense conduct the defence of such proceedings. Licensee shall provide all necessary cooperation, information and assistance to Licensor in the conduct of the defence of such proceedings.

17.5   Licensee shall indemnify Licensor against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging such infringement if:

(a)   the claim arises from an event specified in clause 17.3; or

(b)   the ability of Licensor to defend the claim has been prejudiced by the failure of Licensee to comply with any requirements of clauses 17.2 or 17.4.

17.6   Licensee must not do anything that is, or is likely to be, an infringement of, or otherwise inconsistent with, any moral rights in connection with this Agreement.

17.7   Licensee is the owner of any and all output data from the Licensed Software.

18.   TELEMETRY INFORMATION

18.1   Licensor may remotely collect anonymous user usage telemetry information from Licensee. This includes things like which dialogs users open, how long they spend there, which toolbar icons they use etcetera. It does not include any user project data.

18.2   The usage information is used to perform analytics, with the intention of applying the derived knowledge to make the product better and improve the user experience.

18.3   Licensor is committed to ensuring the privacy of users. Any information collected and used is done in accordance with Licensor's Privacy Policy which may be viewed at: https://www.micromine.com/privacy-policy/.

18.4   Licensee may opt out of providing user usage telemetry information in the configuration settings.

19.   TAXES

19.1   Licensee shall be solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, withholding taxes and property taxes) resulting from the purchase of the Licence and Licensee's possession and use of the Licensed Software.

20.   LIABILITY OF LICENSOR

20.1   Licensor will not be held responsible for any loss, damages, claims or costs whatsoever, including any consequential, indirect or incidental damages, lost profits, lost savings, business interruption, lost data or files or damage to property caused by Licensee's use of the Licensed Software, or its inability to use the Licensed Software.

20.2 Licensor's total liability to Licensee, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement, shall be limited to the price paid by Licensee for the Licence.

20.3 Licensee warrants that it has not relied on any representation made by Licensor which has not been stated expressly in the Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Licensor.

20.4 Licensor does not exclude liability for personal injury or death to the extent caused by the negligence of Licensor or any other liability that may not be excluded by law.

20.5 Licensor will not be responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the Licensed Software.

20.6 Any condition or warranty which would otherwise be implied or incorporated into this Agreement, whether by statue, common law or otherwise, is excluded to the extent permissible by law.

21. CORPORATE AGREEMENT, SALES CONTRACT AND SOFTWARE LICENCE AGREEMENT

21.1 These terms may be superseded by the terms in an executed corporate agreement or sales contract between the Licensor and Licensee if explicitly stated as superseding this Agreement. Unless expressly stated otherwise, these terms are incorporated as complimentary (but secondary to the extent of any inconsistency) to any written software licence agreement between the parties.

22. WAIVER

22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right, breach or default.

22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. SEVERANCE

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

25.1 The above terms and conditions supersede any prior arrangement, oral or written, between Licensee and Licensor relating to the Licence and use of the Licensed Software and constitutes the entire agreement between Licensor and Licensee, with the exception of the circumstances set out in 21.1.

26. SURVIVAL OF AGREEMENT

26.1 The covenants, conditions and provisions of the Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

27. MODIFICATION

27.1 Licensor may modify the terms of the Agreement from time to time and will notify the Licensee by email or by posting a notice on www.micromine.com.

27.2 The modified terms will have effect from the time the next Major Release is installed.

28. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

28.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, senior executives from both parties shall attempt in good faith to resolve the Dispute;

(b) if they are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting mediation.

28.2 No party may commence any court proceedings under clause 30 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

28.3 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of Western Australia in accordance with clause 30.

29. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Western Australia.

30. **JURISDICTION**

Each party irrevocably agrees that the courts of Western Australia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.