

# Global-Roam

## General Service Subscription & Contribution Agreement

Global-Roam Pty Ltd (“Global-Roam”) provides access to the Service under the terms of this Subscription Agreement (“Agreement”). When you place an Order or use the Service, this Agreement applies you or the company or other legal entity which you represent (“Subscriber”).

This Agreement also applies to you if you are a contributor (“Contributor”) making any type of data contribution (“Contribution”) to any online platform or facility operated by Global-Roam.

**IMPORTANT – PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ORDERING, ATTEMPTING TO USE THE SERVICE OR MAKING A CONTRIBUTION. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE SUBSCRIBER OR CONTRIBUTOR (AS APPLICABLE), AND GLOBAL-ROAM.**

BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT OR BY USING THE SERVICE OR BY MAKING A CONTRIBUTION YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY.

If you are not authorized to enter into this Agreement on behalf of the Subscriber or Contributor (as applicable), or if you do not agree to all the terms of this Agreement, then you must not use the Service or make a Contribution (as applicable).

This Agreement applies to any updates to the Service that Global-Roam may make available to the Subscriber after the date that the Subscriber obtains its initial access to the Service, to the extent that such items are not accompanied by a separate licence agreement or terms of use.

### 1. Trial Subscriptions

- 1.1 If Global-Roam has granted the Subscriber access to the Service on a Trial basis, then
- (i) the Subscriber may use the Service for the sole purposes of evaluating the functionality and performance of the Service;
  - (ii) Global-Roam will make the Service available to the Subscriber for a Trial Period which will be 21 calendar days from the Subscriber’s first use of the Service, or another period as advised to the Subscriber by Global-Roam;
  - (iii) no Subscription Fees are payable by the Subscriber for the use of the Service during the Trial Period; and
  - (iv) any data entered by the Subscriber into the Service during the Trial Period will be lost unless the Subscriber purchases a Commercial Subscription to the same Service before the end of the Trial Period.

## 2. Commercial Subscriptions

- 2.1 If Global-Roam has granted the Subscriber access to the Service on a Commercial basis (a “Commercial Subscription”), then
- (i) the Subscriber must pay the Subscription Fees to Global-Roam in the amount, timing, and manner contemplated by the Order;
  - (ii) Global-Roam will make the Service available to the Subscriber for a Subscription Period which will be 365 days from the Commencement Date specified on the Order, or another period as specifically agreed in writing between the Subscriber and Global-Roam.

## 3. Beta Service

- 3.1 If Global-Roam notifies the Subscriber in writing that a particular version of the Service is a ‘preview’ or a ‘beta’ version, or if the Service or any part of it is otherwise identified as a ‘preview’ or a ‘beta’ version, then the Subscriber:
- (i) acknowledges and agrees that the Service is still under development, and may not have passed through a complete quality control and assurance process;
  - (ii) may use the Service for the sole purposes of evaluating the functionality and performance of the Service;
  - (iii) must not use the Service in a production environment or for commercial use;
  - (iv) agrees that Global-Roam is not liable for any loss or damage (however caused, including by the negligence of Global-Roam) in connection with the Subscriber’s use of the Service.

## 4. Access

- 4.1 The Subscriber must:
- (i) only use the Service for its internal business purposes and only for the Field of Use;
  - (ii) not use the Service on behalf of, or to provide services to, any third party;
  - (iii) not resupply any Data or other material accessed through the Service to any third party in any form other than that obtained by extracting the Data from the Service using the graphical user interface of the Service;
  - (iv) ensure the Service is only accessed from one computer using the Subscriber’s Credentials at any one given time;
  - (v) keep the Subscriber’s Credentials to the Service secure, and not permit any person other than the Subscriber to use the Service using the Subscriber’s Credentials; and
  - (vi) immediately notify Global-Roam if the Subscriber becomes aware of any unauthorized use of the Subscriber’s Credentials or any other breach or attempted breach of security.

- 4.2 The Subscriber acknowledges and agrees that nothing in this Agreement is intended to give the Subscriber any Intellectual Property Rights in the Data or any other material accessed through the Service or any other Intellectual Property Rights of Global-Roam. Global-Roam or its licensees retain all right, title and interest (including all patent, copyright, trade secret and other Intellectual Property Rights) in and to the Service and any and all related and underlying software, databases, technology, reports and documentation. The Subscriber acknowledges and agrees that the Service is offered as an on-line, hosted solution, and that the Subscriber has no right to obtain a copy of the Service itself.
- 4.3 The Subscriber acknowledges and agrees that:
- (i) the Data may be incomplete, contain errors, and Global-Roam makes no representation and gives no warranty that the Service will contain any particular data;
  - (ii) the Service is not error free, and Global-Roam makes no representation and gives no warranty that the Service will function in any particular way;
  - (iii) the Service may not be available from time to time; and
  - (iv) the Data is derived from a variety of sources, including voluntary contributions from third parties and accordingly Global-Roam makes the Data available without any warranty or representation as to its accuracy, completeness or fitness for purpose.
- 4.4 Global-Roam may from time to time upgrade or otherwise modify the Service without notification to the Subscriber, and such upgrades may change the behaviour of the Service.
- 4.5 Global-Roam must use commercially reasonable endeavours to provide email and telephone support services to the Subscriber between 9am and 5pm (AEST) on Business Days.
- 4.6 The Subscriber must promptly report any error in the Service to Global-Roam, and must cooperate with the Global-Roam in connection with the support services contemplated by clause 4.5.
- 4.7 The Subscriber authorises Global-Roam to monitor the Subscriber's use of the Service and to use any data gathered for the purposes of
- (i) ensuring compliance with this Agreement;
  - (ii) assisting the Subscriber identify and resolve problems or issues with the Service;
  - (iii) understanding the Subscriber's usage of the Service to inform decisions about modifications or additions to the Service; and
  - (iv) informing the Subscriber about additional products or services which may be relevant to the Subscriber.
- 4.8 Global-Roam must not disclose any data collected pursuant to clause 4.7 to any third party (other than contractors performing services for Global-Roam) without the written permission of the Subscriber.
- 4.9 Global-Roam makes no representation and gives no warranty that use of the Service will not infringe the Intellectual Property Rights of any third party.

- 4.10 The Subscriber assigns to Global-Roam the Intellectual Property Rights (including future Intellectual Property Rights) in any suggestion given by the Subscriber to Global-Roam in connection with the Service (including in suggestions for the improvement or modification of the Service).

## 5. Subscriber Material and Contributor Material

### Subscriber Material

- 5.1 The Subscriber grants to Global-Roam a worldwide, non-exclusive, fully-paid, royalty-free, limited-term license to use, host, copy, transmit and display Subscriber Material as necessary for Global-Roam to provide the Service in accordance with this Agreement.
- 5.2 Subject to the limited licenses granted herein, Global-Roam acquires no right, title or interest from the Subscriber under this Agreement in or to Subscriber Material.
- 5.3 The Subscriber is responsible for the accuracy, quality and legality of Subscriber Material and the means by which the Subscriber acquired Subscriber Material.
- 5.4 Global-Roam will, on a request from the Subscriber made within 30 days after the effective date of termination of this Agreement, make Subscriber Material available to the Subscriber for export or download; after that 30-day period, Global-Roam will have no obligation to maintain or provide Subscriber Material and may thereafter delete or destroy all copies of Subscriber Material in Global-Roam's systems or otherwise in Global-Roam's possession or control, unless legally prohibited.

### Contributor Material

- 5.5 The Contributor grants to Global-Roam a non-exclusive, perpetual, irrevocable, royalty free and worldwide licence to use, reproduce, modify, develop and otherwise exploit (and to allow third parties to use, reproduce, modify, develop and otherwise exploit) the Contributor Material in any manner that Global-Roam sees fit.
- 5.6 The Contributor can only incorporate Third Party Materials into any Contribution without Global-Roam's prior written consent if the Contributor has procured for Global-Roam rights in respect of the Intellectual Property Rights in and to the Third Party Material (**Third Party IP**) no less extensive than the rights granted to Global-Roam in respect of Contributor Material.

## 6. Termination and Suspension

This clause 6 only applies if you are a Subscriber.

- 6.1 Unless terminated earlier under this clause 6, this Agreement terminates at the conclusion of the Subscription Period or Trial Period, whichever applies.
- 6.2 Each party may terminate this agreement at any time during the Trial Period by written notice to the other party, in which case this agreement will terminate immediately.
- 6.3 If a party commits a material breach of this agreement and fails to remedy that breach within 30 days of receiving notice from the other party requiring it to do so, then the other party may terminate this agreement by written notice to the party in breach, in which case this agreement will terminate immediately.
- 6.4 Global-Roam may suspend or stop providing the Service to the Subscriber including without limitation if:

- (i) the Subscriber does not comply with this Agreement, or if the Subscriber threatens to commit a material breach of this Agreement, or if Global-Roam is investigating a suspected material breach of this Agreement on the part of the Subscriber;
  - (ii) Global-Roam is asked to by law enforcement or other government agencies;
  - (iii) Global-Roam experiences unexpected technical or security issues or problems with the Service that would preclude ongoing provision of the Service;
  - (iv) the Subscriber fails to pay any Subscription Fees owed to Global-Roam in accordance with clause 2.1.
- 6.5 The Subscriber acknowledges that Global-Roam may terminate this agreement or suspend the Subscriber's access to the Service under this clause 6 without considering the impact of the termination or suspension on the Subscriber.
- 6.6 On termination of this agreement:
- (i) the Subscriber must not access the Service;
  - (ii) accrued rights or remedies of a party are not affected;
  - (iii) no refund will be payable by Global-Roam to the Subscriber for any Subscription Fees or other amounts paid in advance; and
  - (iv) Clause 7 and Clause 9 survive termination of this agreement.

## **7. Liability and Indemnity**

- 7.1 Subject to clauses 7.3, 7.6, and 7.8 any liability of Global-Roam for any loss or damage, however caused (including, without limitation, by the negligence of Global-Roam), suffered by the Subscriber in connection with this Agreement is limited at the election of Global-Roam, to:
- (i) \$100; or
  - (ii) if the loss or damage relates to the particular services, resupply of those services.
- 7.2 Subject to clauses 7.3, 7.6, and 7.8 any liability of Global-Roam for any loss or damage, however caused (including, without limitation, by the negligence of Global-Roam), suffered by the Contributor is excluded to the fullest extent permitted by law.
- 7.3 Subject to clause 7.8, Global-Roam is not liable for any loss or damage, however caused (including without limitation by the negligence of Global-Roam) suffered by the Subscriber or the Contributor in connection with any inaccuracy or omission in the Data.
- 7.4 The limitations set out in clauses 7.1 and 7.2 is an aggregate limit for all claims, whenever made.
- 7.5 For clarity, and without limiting clauses 7.1, 7.2 and 7.3, the parties agree that clauses 7.1, 7.2 and 7.3 are to apply in connection with a breach of this agreement, anticipated breach of this agreement or other conduct regardless of the seriousness or nature of that breach, anticipated breach or other conduct.
- 7.6 Subject to clause 7.8, Global-Roam is not liable for any Consequential Loss however caused (including, without limitation, by the negligence of Global-Roam) suffered or incurred by the Subscriber or the Contributor in connection with this agreement.
- 7.7 Except as contemplated by clause 7.8, nothing in this agreement is intended to limit any rights of the Subscriber or the Contributor under the Competition and Consumer Act 2010 (Cth).

- 7.8 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Global-Roam in connection with this agreement and Global-Roam's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 4.3, 7.1 or 7.2 (as applicable), 7.6, and 7.9 do not apply to that liability and instead Global-Roam's liability for such failure is limited to (at Global-roam's election):
- (i) in the case of a supply of goods, Global-Roam replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
  - (ii) in the case of a supply of services, Global-Roam supplying the services again or paying the cost of having the services supplied again.
- 7.9 The Subscriber is liable for, and indemnifies Global-Roam from and against, all loss or damage (including, without limitation, legal costs) however caused suffered or incurred by Global-Roam in connection with:
- (i) any breach of this agreement by the Subscriber;
  - (ii) any act or omission of the Subscriber, including, without limitation, any illegal or negligent act or omission of the Subscriber;
  - (iii) any claim or threatened claim by a third party against Global-Roam in connection with Subscriber Material, or the use by the Subscriber of the Service, or the Data;
  - (iv) any exercise of the Subscriber's rights under this agreement; or
  - (v) any act or omission of the Subscriber or any person acting or purporting to act on behalf of the Subscriber.
- 7.10 The Contributor is liable for, and indemnifies Global-Roam from and against, all loss or damage (including, without limitation, legal costs) however caused suffered or incurred by Global-Roam in connection with:
- (i) any breach of this agreement by the Contributor;
  - (ii) any act or omission of the Contributor, including, without limitation, any illegal or negligent act or omission of the Contributor;
  - (iii) any claim or threatened claim by a third party against Global-Roam in connection with Contributor Material or the use by the of the Contributor Material;
  - (iv) any exercise of the Contributor's rights under this agreement; or
  - (v) any act or omission of the Contributor or any person acting or purporting to act on behalf of the Contributor.
- 7.11 Each indemnity contained in this agreement is a continuing obligation notwithstanding:
- (i) any settlement of account; or
  - (ii) the occurrence of any other thing,
- and it is not necessary for Global-Roam to incur expense or make payment before enforcing or making a claim under an indemnity.

## 8. Authorised Use and Reliance

### 8.1 Any Subscriber and Contributor must:

- (i) only access the Service using the mechanisms and Credentials advised in writing by Global-Roam;
- (ii) not decompile, disassemble or reverse engineer the whole or any part of the Service, or any software contained in or comprising part of the Service;
- (iii) not access or permit a third party to access the Service for the purpose of creating a product that is similar to or competes with the Service or any software contained in or comprising part of the Service;
- (iv) not interfere with or disrupt the Service, or servers or networks connected to the Service;
- (v) not attempt to access any part of the Service that is restricted, not attempt to subvert any access controls or other security features that are part of or are associated with the Service,
- (vi) (in the case of a Subscriber) not attempt to access any part of the Service for which the Subscriber has not paid the relevant Subscription Fees;
- (vii) not rely on the Data, and must verify the Data is correct, including by reference to an independent source before making a decision on the basis of the Data;
- (viii) comply with all applicable laws and ensure that its employees, agents and independent contractors comply with all applicable laws when using the Service;
- (ix) without limiting clause 8.1(viii), not use the Service for an anticompetitive purpose in contravention of the *Competition and Consumer Act 2010* (Cth);
- (x) not remove the product name, product logo, Global-Roam's name, Global-Roam's logo, or any URLs from the Service, or from any reports or screenshots or images obtained using the Service; and
- (xi) use the Service in accordance with the Fair Use Policy in the below clause 8.2, and any other Acceptable Use Policies notified by Global-Roam to the Subscriber or Contributor from time to time.

### 8.2 Subscribers acknowledge and agree that the Service is subject to the following Fair Use Policy, under which they must not use the Service in a way that is considered by Global-Roam (acting reasonably) to be unreasonable. Among other things, use which is considered unreasonable includes:

- (i) using the Service in a manner other than what it was intended for;
- (ii) using the Service in a way that Global-Roam considers to be excessive use;
- (iii) using the Service in a way that adversely affects the Service or other Subscribers' use of or access to the Service;
- (iv) using the Service in a way that an ordinary person would not regard as ordinary business use;
- (v) using the Service for fraudulent or otherwise unlawful purposes, or in a way that contravenes any applicable laws;

- (vi) using the Service in a way that infringes any person's intellectual property rights, including copyright; or
  - (vii) using the Service for the purposes of resale, resupply or commercial exploitation.
- 8.3 Where Global-Roam reasonably considers that a Subscriber is in breach of this Fair Use Policy, Global-Roam may notify the Subscriber and, if not rectified within 5 days of the notice, change or limit the Subscriber's usage of the Service so that it conforms to this Fair Use Policy.
- 8.4 If the Subscriber continues to be in breach 5 days after receiving notice under clause 8.3, this is considered a material breach of the Agreement and Global-Roam may suspend the Service or terminate the Agreement in accordance with clause 6.
- 8.5 Global-Roam reserves the right to vary the terms of the Fair Use Policy from time to time on reasonable notice to Subscribers.
- 8.6 Notwithstanding clauses 8.3 and 8.4, Global-Roam is entitled to immediately suspend Subscribers' access to the Service where it reasonably suspects the Subscriber to be in breach of clauses 8.2(iii), (v), (vi) or (vii).

## 9. Confidentiality

- 9.1 Each party to this Agreement undertakes to:
- (i) keep the other Party's Confidential Information secret and confidential;
  - (ii) use the other Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement, or as otherwise expressly authorised in writing by the other Party;
  - (iii) not directly or indirectly disclose, or allow to be disclosed, the other Party's Confidential Information to anyone;
  - (iv) use at least the same degree of care to avoid disclosing the other Party's Confidential Information as it uses to protect its own Confidential Information; and
  - (v) inform the other Party immediately upon becoming aware or suspecting that an unauthorised person has become aware of any Confidential Information of that Party.
- 9.2 Each Party is permitted to disclose the other Party's Confidential Information:
- (i) to its Representatives who have a need to know the Confidential Information in order to perform the Party's obligations under this Agreement, provided that such Representatives are aware of the confidential nature of the Confidential Information and are bound by equivalent contractual obligations of confidentiality; and
  - (ii) to such of its professional Advisers as are strictly necessary for the purpose of this Agreement, provided that such Advisers are aware of the confidential nature of the Confidential Information and are bound by equivalent contractual obligations of confidentiality; and
  - (iii) where the Party is required by law or under the rules of any stock exchange to disclose the Confidential Information, provided that the Party gives the other Party reasonable advance notice and opportunity to object to the requirement to disclose such information or obtain an appropriate order to protect its Confidential Information.



9.3 A Party is liable for any breach of confidentiality by any of its Representatives.

## 10. Costs, Stamp Duty and GST

- 10.1 Each party must meet or pay its own legal costs and disbursements in respect of the preparation, negotiation and execution of this agreement.
- 10.2 The Subscriber must pay all stamp duty (including penalties and interest) assessed or payable in connection with this agreement.
- 10.3 The Subscriber is responsible for and must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this agreement.
- 10.4 If a Supply made under or in connection with this agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
- (i) the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this agreement for that Supply); and
  - (ii) the Supplier must give the Recipient a Tax Invoice for the Supply.
- 10.5 For clarity, the GST payable under clause 10.4 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.
- 10.6 Where a Supply made under or in connection with this agreement is a Progressive or Periodic Supply, clause 10.4 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.
- 10.7 Capitalised terms used in this clause 9 that are not defined in this agreement have the meaning given in the *New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

## 11. Force Majeure

11.1 Global-roam will not be:

- (i) in breach of this agreement as a result of; or
- (ii) liable for,

any failure or delay in the performance of its obligations under this agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or any act or omission of the Subscriber.

## 12. General

12.1 This agreement is subject to the laws of Queensland and the Commonwealth of Australia.

12.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

12.3 A notice under this agreement may be given by email.

12.4 In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.

12.5 The Subscriber must not assign, in whole or in part, or novate the Subscriber's rights and obligations under this agreement without the prior written consent of Global-Roam; such consent shall not unreasonably be withheld.

12.6 Global-Roam may assign Global-Roam's interest under this agreement.

12.7 Each provision of this agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

12.8 This Agreement, in combination with the Order, represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

12.9 Where this agreement contemplates that Global-Roam may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, Global-Roam may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably unless this agreement expressly requires otherwise.

12.10 The Subscriber acknowledges and agrees that Global-Roam may publically disclose (including on Global-Roam's website and other advertising material) that the Subscriber is a customer of Global-Roam.

## 13. Definitions

In this Agreement:

<b>Term</b>	<b>Definition</b>
<b>Business Day</b>	Means any day that is not a Saturday, Sunday, or designated Public Holiday in Brisbane, Queensland.
<b>Confidential Information</b>	<p>means any information, know-how or other material in any form disclosed by or relating to a party ("Owner") or a related entity of the Owner which the other party ("Recipient") obtains or becomes aware of in the course of its dealings with the Owner whether before or during the term of this agreement and includes, without limit, the terms and conditions of this Agreement and all Orders (including pricing), the Data, any financial, technical, business, sales, customer, supplier, marketing, personnel, budgetary, pricing, planning, research and development, production or competitor information but does not include any information, know-how or other material which the Recipient can show is:</p> <ul style="list-style-type: none"> <li>(i) already known to the Recipient at the date of receipt by it from the Owner;</li> <li>(ii) in the public domain at the date of receipt by the Recipient or which subsequently enters the public domain without any breach of this agreement;</li> <li>(iii) lawfully disclosed to the Recipient by a third party where that third party is not bound by a confidentiality obligation in relation to that information, know-how or other material and the Recipient receives it in good faith;</li> <li>(iv) agreed by the parties in writing to be information, know-how or other material to which this agreement does not apply; or</li> <li>(v) legally required to be disclosed by the Recipient, its directors, employees or contractors provided that prior to making the disclosure the Recipient has: <ul style="list-style-type: none"> <li>(a) given the Owner notice of the request for disclosure; and</li> <li>(b) obtained a confidentiality order or similar protection limiting the persons to whom disclosure of the Confidential Information is made.</li> </ul> </li> </ul> <p>Contributor Material is not Confidential Information.</p>
<b>Consequential Loss</b>	means indirect loss, loss of revenues, loss of reputation, loss of data, loss of profits, consequential loss, loss of actual or anticipated savings, loss of bargain, lost opportunities, including, without limitation, opportunities to enter into arrangements with third parties and loss or damage in connection with claims against the Subscriber by third parties.
<b>Contributor Material</b>	means all material uploaded or entered into online platform or facility operated by Global-Roam by the Contributor or otherwise provided by the Contributor to Global-Roam for the purposes of this agreement including documents, text, equipment, reports, technical information, financial information, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means. Contributor Material is not Confidential Information. Contributor Material includes Third Party Material.
<b>Credentials</b>	means a username and a password that can be used to gain access to the Service. Credentials are Confidential Information.
<b>Data</b>	means information obtained by Global-Roam from content licensors or publicly available sources and provided to the Subscriber pursuant to an Order
<b>Field Of Use</b>	means the purposes specified as the Field of Use on the Order, or any purpose if the Order omits the Field of Use.

<b>Term</b>	<b>Definition</b>
<b>Force Majeure Event</b>	<p>means any occurrence or omission outside a party's control and:</p> <ul style="list-style-type: none"> <li>(a) a physical natural disaster including fire, flood, lightning or earthquake;</li> <li>(b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;</li> <li>(c) epidemic or quarantine restriction;</li> <li>(d) failure of a third party service provider (including without limiting a third party hosting the Service);</li> <li>(e) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;</li> <li>(f) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;</li> <li>(g) law taking effect after the date of this agreement; and</li> <li>(h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.</li> </ul>
<b>Global-Roam</b>	means Global-Roam Pty Ltd ACN 091 533 587
<b>Intellectual Property Rights</b>	means all industrial and intellectual property rights, both in Australia and throughout the world, including, without limitation, any copyright, trade or service marks, patents, registered and unregistered trade marks, registered designs, trade secrets, knowhow, moral rights, rights in relation to semiconductors and circuit layouts, formulations, components, concentrations, protocols, trade, business or company name, indication or source or appellation of origin, or other proprietary right, or right to registration of such rights;
<b>Order</b>	means an ordering document for the Service that is entered into between Global-Roam and the Subscriber
<b>Representatives</b>	means the directors, officers, employees, agents, and contractors of a party to this Agreement
<b>Service</b>	means the systems and/or software identified as the Service on the Order
<b>Subscription Fees</b>	means the fees contemplated under clause 2.1(i).
<b>Subscriber Material</b>	means all material uploaded or entered into the Service by the Subscriber or otherwise provided by the Subscriber to Global-Roam for the purposes of this agreement including documents, text, equipment, reports, technical information, financial information, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means. Subscriber Material is Confidential Information.
<b>Supplier</b>	means the entity making the Supply.
<b>Supply</b>	has the meaning given in the <i>New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Term</b>	means the Trial Period or Subscription Period as contemplated by clauses 1.1(ii) and 2.1(ii) respectively.
<b>Third Party Material</b>	all materials (of any kind), and any Intellectual Property Rights contained therein, provided by or on behalf of the Contributor in connection with this agreement in which the Intellectual Property Rights are owned by a third party.