

Contract Cloud –Software-as-a-Service Agreement

By clicking “**Signup**” you:

1. confirm that you are either
 - o entering into this Agreement personally (if registering as an individual), or
 - o duly authorised to bind the organisation identified in the registration form (if registering on its behalf);
2. acknowledge that you have read and understood all of the terms and schedules below (including the Acceptable Use Policy, Data Processing Terms and Service Level Agreement); and
3. agree that you, or the organisation you represent, must comply with and will be legally bound by this Agreement.

If you do not agree, do not continue with registration.

A. Key Commercial Details

Item	Details
Provider	AI Cloud Solutions Pty Ltd trading as Contract Cloud (ABN 48 679 002 316) Email: info@contractcloud.com.au
Subscriber	The individual or organisation that completes the online registration process and accepts these terms.
Agreement Date	The date on which the Subscriber clicks “ Signup ”.
Free-Trial Period	Fourteen (14) consecutive days, starting on the Agreement Date.
Fees	Monthly Plan – AUD \$349 (plus GST) per Authorised User, paid monthly in advance. Annual Plan – AUD \$3,588 (plus GST) per Authorised User, paid annually in advance.
Services	Contract Cloud SaaS platform (word add-in, document management, review, drafting and analytics) plus standard support during Support Hours.
Token Allowance	Free-Trial – 500,000 tokens in total for the Free-Trial Period. Monthly Plan and Annual Plan – 20 million tokens per Authorised User per Usage Month.
Governing law / jurisdiction	Queensland, Australia

B. Terms and conditions

The Provider and the Subscriber are each a “**Party**” and together the “**Parties**”. Capitalised terms have the meanings set out in clause 1.

1. Definitions and interpretation

1.1 Definitions

Unless the context requires otherwise:

Term	Meaning
Acceptable Use Policy	the policy in Schedule 1.
ACL	Schedule 2 of the Competition and Consumer Act 2010.
Agreement	this Contract Cloud Software-as-a-Service Agreement, comprising: (a) the Key Commercial Details; (b) the Terms and Conditions (clauses 1 to 19); and (c) the Schedules and any documents incorporated by reference, in each case as amended from time to time in accordance with its terms
Agreement Date	has the meaning set out in the Key Commercial Details table.
AI Functionality	any artificial-intelligence or machine-learning functionality included in the Services.
Annual Plan	the subscription option under which the Subscriber is billed annually in advance, at the rate specified in the Fees row of the Key Commercial Details table, with a Token Allowance of 20 million Tokens per Usage Month.
Authorised Users	employees, agents and contractors of the Subscriber authorised to use the Services.
Billing Frequency	monthly or annual as further described in clause 5.1.
Business Day	a day other than a Saturday, Sunday or public holiday in Queensland.
Confidential Information	has the meaning in clause 9.
Contract Year	each successive twelve-month period beginning on the Agreement Date.
Data Breach	any actual or suspected unauthorised access to, disclosure of or loss of Subscriber Data.
Data Processing Terms	the terms in Schedule 2.
Data Protection Laws	all applicable privacy and data-protection laws, including the Privacy Act 1988 (Cth).
Documentation	Provider-supplied user guides and technical material.
Fees	the amounts specified in the Fees row of the Key Commercial Details table.
Force Majeure Event	any event beyond a Party's reasonable control that prevents or delays performance, including natural disasters, war, terrorism, civil unrest, epidemics, government orders, embargoes, strikes affecting critical suppliers, or widespread failure of power, internet, or third-party hosting. Insufficient funds are not a Force Majeure Event.
Free-Trial	the temporary, no-charge subscription granted to the Subscriber for the Free-Trial Period under clause 2.

Free-Trial Period	has the meaning set out in the Key Commercial Details table.
Input	any text, prompt, document, file, dataset, image, audio, video, metadata or other material that the Subscriber or its Authorised Users submit to, or otherwise make available within, the Services for processing.
Monthly Plan	the subscription option under which the Subscriber is billed monthly in advance, at the rate specified in the Fees row of the Key Commercial Details table, with a Token Allowance of 20 million Tokens per Usage Month.
Output	data, content, insight, model response or other material generated by or on behalf of the Provider through the Services in direct response to an Input and delivered to the Subscriber, together with any adaptations, edits or derivative works made by the Subscriber or by a third party that accesses or receives the Output from the Subscriber.
Personal Information	has the meaning in the Privacy Act 1988 (Cth).
Plan	the Monthly Plan or Annual Plan selected by the Subscriber during account creation.
Services	has the meaning given in the Key Commercial Details table.
SLA	the service-level agreement in Schedule 3.
Subscriber Data	all Inputs, Outputs (including any third-party adaptations referred to above) and any other data, whether raw or processed, that the Subscriber or its Authorised Users upload to, store in, share from, or generate using, the Services, and any backups or intermediate copies made by the Provider or its sub-processors while providing the Services.
Subscription Term	has the meaning in clause 4.
Support Hours	has the meaning given in the SLA.
Token	the basic unit of text measured by the Services for billing and fair-use purposes; for guidance, 1,000 Tokens has an approximate equivalent of 750 words (may vary by AI model, language and formatting).
Token Allowance	the maximum number of Tokens each Authorised User may consume: (a) 500,000 Tokens during the Free-Trial Period; and (b) 20 million Tokens in each Usage Month of a paid Subscription Term. Unused Tokens do not carry forward.
Usage Month	each consecutive period of one calendar month measured from: (a) the Conversion Date, for Subscribers who begin with a Free-Trial; or (b) the Agreement Date, for Subscribers who purchase a paid Plan without a Free-Trial; and thereafter from the same calendar day in each subsequent month (or, where that day does not exist, the last calendar day of that month). For Subscribers on an Annual Plan, "Usage Month" is used solely for

usage metrics, including the Token Allowance, and does not create an additional billing event.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. References to statutes include modifications and replacements.

“Including” and similar words are not words of limitation. Currency is Australian dollars (AUD). Time is Brisbane time. Any obligation that would otherwise fall on a non-Business Day may be performed on the next Business Day.

2. Free-Trial Period

2.1 Grant

Where selected by the Subscriber, the Provider grants the Subscriber a single Free Trial for the Free-Trial Period. No Fees are payable during the Free-Trial Period. For the avoidance of doubt, the Subscriber may not enter into a Free-Trial if the Subscriber has already entered into a paid Plan.

2.2 Conditions

During the Free-Trial Period:

- (a) the Subscriber must comply with this Agreement;
- (b) the Services are provided *as is* without warranties or service levels;
- (c) the Provider may terminate the Services at any time in its sole discretion; and
- (d) no payment method is required to commence or continue the Free-Trial.

2.3 Free-Trial liability exclusion

To the extent permitted by law, the Provider has no liability to the Subscriber under or in connection with the provision or use of the Services in regard to the Free-Trial.

2.4 Conversion to paid subscription

- (a) The Subscriber may convert to a paid Plan (**Conversion**).
- (b) The Plan selected at Conversion will take effect on the date on which the Subscriber completes the steps required to convert from a Free-Trial to a paid Plan, including selecting a Plan and providing a valid payment method (**Conversion Date**). Fees will begin to accrue from the Conversion Date.
- (c) If the Subscriber does not convert to a paid Plan by the end of the Free-Trial Period, the Provider will disable access and delete Subscriber Data in accordance with clause 14.3.

3. Licence and use of the Services

3.1 Licence

Subject to payment of the Fees (except during the Free-Trial Period) and compliance with this Agreement, the Provider grants the Subscriber a non-exclusive, non-transferable right for Authorised Users to access and use the Services and Documentation for the Subscriber’s internal business purposes during the Subscription Term.

3.2 Service levels

The Provider will use reasonable commercial endeavours to provide the Services to the Subscriber in accordance with the SLA. The Subscriber acknowledges that non-urgent maintenance will occur during the maintenance windows stated in the SLA.

3.3 AI outputs

AI outputs are probabilistic and may be inaccurate, incomplete or inappropriate. The Subscriber must validate outputs before use.

4. Term and renewal

4.1 Commencement and automatic renewal

The Subscription Term begins on the Conversion Date, or if the Subscriber did not elect a Free-Trial, the Agreement Date:

- (a) for successive one-month periods if the Monthly Plan is elected; or
 - (b) for successive twelve-month periods if the Annual Plan is elected,
- in each case renewing automatically unless terminated in accordance with this clause 4.

4.2 Termination by the Subscriber

The Subscriber may provide notice of termination of this Agreement at any time by electing to cancel the Agreement through the Services. Termination takes effect at the end of the then-current Subscription Term. No further Fees will accrue for the period after the effective date of termination.

4.3 Refunds

Fees already paid by the Subscriber to the Provider are non-refundable except where:

- (a) the Services cannot be provided due to a Force Majeure Event and this Agreement is terminated in accordance with clause 15; or
 - (b) the Subscriber terminates the Agreement under clause 14.2,
- in each case the Provider will refund (within thirty (30) days), on a pro-rata basis, any Fees pre-paid for the unused portion of the then-current Subscription Term.

5. Fees, payment and Token Allowance

5.1 Billing

All Fees must be paid in advance.

- (a) The first charge is due:
 - (i) on the Conversion Date if the Subscriber converts to a paid Plan after a Free-Trial, or
 - (ii) on the Agreement Date if the Subscriber purchases a paid Plan without a Free-Trial.
- (b) Thereafter Fees are due in advance on each Billing cycle as follows:
 - (i) for a Monthly Plan, on the same calendar day of each month that corresponds to the Conversion Date or Agreement Date (or, where that day does not exist, on the last calendar day of that month);
 - (ii) for an Annual Plan, on the same calendar day of each year that corresponds to the Conversion Date or Agreement Date.
- (d) All Fees are exclusive of GST unless expressly stated otherwise, and any applicable GST will be added to the amount charged.

5.2 Payment method

The Provider or its approved third party will charge the Subscriber's chosen payment method (as supplied) for all Fees when due. Invoices will be issued electronically to the Subscriber in accordance with applicable law.

5.3 Pricing changes

The Provider may update the Fees at any time upon providing thirty (30) days' notice to the Subscriber. Revised prices will apply from the start of the next renewal period following the notice period. Continued use of the Services after the change takes effect constitutes acceptance of the new Fees.

5.4 Token methodology and Token Allowance

(a) The Provider may, at its discretion, update:

(i) the method used by the Services to count or measure Tokens; and

(ii) the Token Allowance linked to any Free-Trial or paid Plan.

(b) For paid Plans, any revision to the Token Allowance must not materially reduce the aggregate processing capacity available to the Subscriber. Any Token Allowance revision will take effect from the start of the next Usage Month.

(c) For a Free-Trial, a revised Token Allowance takes effect immediately on publication within the Services.

6. Subscriber obligations

The Subscriber must:

(a) ensure each Authorised User must access the Services using their own credentials.

Credentials are strictly personal and must not be shared or used concurrently by more than one individual. The Subscriber must keep all access credentials secure and promptly disable any compromised credentials.

(b) ensure that use of the Services complies with all applicable laws, regulations and the Acceptable Use Policy.

(c) be responsible for the accuracy, quality, legality and integrity of Subscriber Data.

(d) obtain and maintain all rights, authorisations and consents necessary for the Provider to process Personal Information in accordance with this Agreement and the Data Processing Terms.

(e) implement reasonable security measures, including industry-standard anti-virus and anti-malware controls, to prevent unauthorised access to the Services, and notify the Provider without undue delay of any security incident, suspected misuse, virus or other malicious code originating from the Subscriber's environment.

(f) not (i) copy, modify, decompile, reverse-engineer or create derivative works from the Services; (ii) use the Services to train or develop competing AI models; or (iii) resell or sublicense the Services.

(g) provide reasonable assistance and information to enable the Provider to comply with its obligations under this Agreement.

7. Support and maintenance

The Provider will:

(a) provide email support during the support hours in the SLA;

(b) use commercially reasonable efforts to meet the response targets in the SLA; and

(c) prioritise issues acting reasonably.

On-site support, custom development and third-party integrations are out of scope unless agreed separately in writing.

8. Intellectual property and AI models

8.1 Ownership

The Provider and its licensors own all intellectual-property rights in the Services and Documentation. The Provider does not own the third-party AI models it uses; those models and their underlying intellectual property are licensed from third-party suppliers and may change without notice.

8.2 Licence to Subscriber Data

The Subscriber grants the Provider a non-exclusive, royalty-free licence to host, copy, transmit and otherwise process Subscriber Data to provide and improve the Services.

8.3 Provider IP indemnity

The Provider will defend and indemnify the Subscriber from any claim alleging that the Services (excluding third-party AI models) infringe a third-party patent, copyright or trade mark, and will pay any resulting damages finally awarded or agreed in settlement, provided the Subscriber:

- (i) promptly notifies the Provider in writing;
- (ii) allows the Provider sole control of the defence and settlement; and
- (iii) provides reasonable assistance.

If such a claim is made or is likely, the Provider may:

- (a) procure the right to continue using the Services;
- (b) modify or replace the Services so they become non-infringing; or
- (c) terminate the Agreement and refund any unused pre-paid Fees for the affected period.

The indemnity does not apply to claims arising from:

- (1) use of the Services in combination with anything not supplied by the Provider;
- (2) Subscriber Data or specifications provided by the Subscriber; or
- (3) the Subscriber's breach of this Agreement.

8.4 Outputs shared with, or acted on by, third parties

(a) Once an Output is delivered to the Subscriber the Provider does not control, and is not responsible for, any onward disclosure, use, modification or reliance on that Output by the Subscriber or any third party.

(b) The Subscriber is solely responsible for ensuring that any sharing or downstream use of an Output complies with applicable laws, with this Agreement and with any third-party rights (including intellectual-property, privacy and confidentiality rights).

(c) The Provider disclaims all liability for loss or damage arising from third-party acts or omissions in connection with an Output, except to the extent caused by the Provider's own breach of this Agreement.

9. Confidentiality

9.1 Definition

"Confidential Information" means any information disclosed by one Party to the other that is marked or otherwise identified as confidential or would reasonably be considered confidential, including business, technical and pricing information and the terms of this Agreement.

9.2 Obligations

The receiving Party must:

- (a) keep Confidential Information confidential and use it only to perform this Agreement;
- (b) protect it with no less than reasonable care; and

(c) disclose it only to personnel and advisers who need to know and are bound by similar obligations.

9.3 Exceptions

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach;
- (b) was lawfully known to the receiving Party before disclosure;
- (c) is received from a third party without breach; or
- (d) is independently developed without use of the disclosing Party's Confidential Information.

9.4 Compelled disclosure

The receiving Party may disclose Confidential Information where required by law or court order, provided it (where lawful) gives prompt written notice and co-operates with the disclosing Party to seek confidential treatment.

9.5 Return / destruction

Upon termination of this Agreement (except where the Subscriber is in the Free-Trial Period), each Party must, on request, return or destroy the other Party's Confidential Information, except to the extent retention is required by law.

10. Privacy

10.1 Compliance

Each Party must comply with Data Protection Laws and the Data Processing Terms.

10.2 Subscriber warranty and indemnity

The Subscriber warrants that it has and will maintain all necessary consents and legal bases to permit the Provider to process Personal Information as contemplated. The Subscriber indemnifies the Provider for any loss arising from breach of this warranty.

10.3 Security

The Provider will implement and maintain appropriate technical and organisational measures to protect Personal Information against unauthorised or unlawful processing and against accidental loss, destruction or damage.

10.4 Data residency, third-party services and cross-border processing

The Provider will store all production Subscriber Data at rest in data centres located in Australia. The Subscriber acknowledges and agrees that:

- (a) the Provider uses certain third-party hosting, communication and artificial-intelligence services ("Third-Party Services") to deliver and support the Services, and the Subscriber's use of the Services constitutes acceptance of any end-user terms applicable to those Third-Party Services;
- (b) whilst Subscriber Data at rest remains in Australia, Inputs submitted to the Services and Outputs generated by the Services may transit through, or be temporarily processed in, systems located in other jurisdictions (including the United States, Singapore and member states of the European Union); and
- (c) the Provider will ensure that any cross-border transfers contemplated by paragraph (b) comply with Data Protection Laws and that the Provider remains responsible for the acts and omissions of its sub-processors as if they were its own.

11. Warranties and disclaimers and Australian Consumer Law

11.1 Each Party warrants that it has full power and authority to enter into this Agreement.

11.2 The Provider warrants that the Services will materially conform to the Documentation current at the Agreement Date.

11.3 Except as expressly stated, all conditions and warranties are excluded to the maximum extent permitted by law.

11.4 AI advice disclaimer

AI outputs are informational only and are not a substitute for professional advice. The Subscriber is solely responsible for decisions made based on AI outputs.

11.5 Australian Consumer Law

Nothing in this Agreement limits any consumer guarantees that cannot be excluded under the ACL.

12. Indemnities

12.1 Subscriber indemnities

The Subscriber indemnifies the Provider against any claim, cost, loss or liability arising from:

- (a) the Subscriber's breach of clause 6 or the Acceptable Use Policy;
- (b) the Provider's processing of Subscriber Data where the Subscriber lacked a lawful basis;
- (c) any allegation that Subscriber Data infringes third-party intellectual-property, privacy or other rights;
- (d) any malware, viruses or malicious code introduced into the Services from the Subscriber's systems; or
- (e) the Subscriber's sharing of, or allowing third-party access to, the Services or any Output, or the Subscriber's use of the Services or any Output in breach of law.

13. Liability

13.1 Limitation of liability

Subject to clause 2.3, and to the extent permitted by law, the Provider's total cumulative liability for all claims arising in any Contract Year (whether in contract, tort, including negligence, or otherwise), except for claims as a result of death, personal injury or fraud, is limited in aggregate to one hundred per cent (100 %) of the Fees paid or payable for that Contract Year.

13.2 Consequential loss

Neither Party is liable for loss of profits, revenue, goodwill or any other indirect or consequential loss.

14. Suspension and termination

14.1 Suspension

The Provider may immediately suspend access where: (i) any Fees are overdue for a period of more than seven (7) days; (ii) the Subscriber is using the Services unlawfully or in a manner that endangers the security, integrity or availability of the Services; (iii) the Subscriber breaches the Acceptable Use Policy; (iv) continued use would expose the Provider to legal or regulatory risk; or (v) material breach of this Agreement.

14.2 Termination for cause

Either Party may terminate immediately if the other fails to remedy a material breach within thirty (30) days of receiving written notice from the other party.

14.3 Consequences

Cancelled or terminated accounts cannot be reactivated. If the Subscriber wishes to resume use of the Services after cancellation, it must sign up for a new subscription and create a new account. Upon termination or expiry other than during a Free-Trial Period, the Provider will make Subscriber Data available for download for thirty (30) days, then delete it unless retention is required by law. No data-retrieval service is available where an account is cancelled or otherwise terminates during, or at the expiry of, the Free-Trial Period; in such cases the Provider will permanently delete all Subscriber Data once access is disabled, except to the extent retention is required by law.

15. Force majeure

Neither Party is liable for delay or failure (other than payment) caused by a Force Majeure Event, provided the relevant Party affected by the Force Majeure Event provides written notice to the other Party without undue delay and uses reasonable endeavours to mitigate the Force Majeure Event. If a Force Majeure Event continues for sixty (60) consecutive days, either Party may terminate this Agreement on written notice. If a Force Majeure Event continues for sixty (60) consecutive days and the Subscriber elects to terminate under this clause 15, the Provider will provide a refund in accordance with clause 4.3.

16. Notices

Notices must be in writing and delivered by email.

- **Provider:** info@contractcloud.com.au
- **Subscriber:** the email address supplied during registration

An email is deemed received when sent unless a delivery-failure notice is received.

17. Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, except that the Provider may assign:

- (a) to an Affiliate as part of a corporate reorganisation; or
- (b) to a purchaser of all or substantially all of the Provider's business or assets relating to the Services,

in each case on written notice to the Subscriber.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings relating to its subject matter.

19. Governing law and jurisdiction

This Agreement is governed by the laws of Queensland, Australia and the Parties submit to the exclusive jurisdiction of its courts.

Schedules (incorporated by reference)

Schedule 1 – Acceptable Use Policy

1. **Lawful use**

The Subscriber and Authorised Users must use the Services only for lawful purposes and in compliance with all applicable laws and regulations.

2. **Prohibited content**

The Subscriber must not upload, store or transmit content that is unlawful, harmful, defamatory, obscene or infringing.

3. **Security**

The Subscriber must not interfere with or compromise the integrity or security of the Services, including by attempting to gain unauthorised access.

4. **No infringement**

The Subscriber must not upload or transmit content that infringes third-party intellectual-property or privacy rights.

5. **Resource limits and fair use**

The Subscriber must respect any reasonable limits on storage, bandwidth, processing or Token usage (measured against the Token Allowance). Excessive or abnormal usage may result in throttling or additional Fees. If the Token Allowance for a Usage Month is exhausted, the Provider may automatically suspend or disable any Service functionality that consumes Tokens (for example, AI-driven drafting, review, analytics and chat features) until the Token Allowance resets or the Subscriber purchases an additional allowance.

6. **AI restrictions**

The Subscriber must not use the Services to develop competing AI models or to create deceptive content.

The Provider may suspend or terminate access for any Authorised User who breaches this policy.

Schedule 2 – Data Processing Terms

1. **Subject matter and duration**

The Provider processes Personal Information only to provide the Services during the Subscription Term and for any data-retrieval period.

2. **Nature and purpose**

Hosting, storage, retrieval, analytics and machine-learning operations in connection with the Services.

3. **Types of Personal Information / data subjects**

Business contact data and any other data uploaded by the Subscriber concerning its employees, contractors, customers or counterparties.

4. **Security measures**

Encryption at rest and in transit, role-based access controls and vulnerability testing.

5. **Sub-processors**

The Provider may engage sub-processors to support the delivery of the Services. Details of current sub-processors are available on request.

6. Data-subject requests

The Provider will assist the Subscriber (at the Subscriber's cost if unreasonable) in responding to requests from individuals exercising their rights under Data Protection Laws.

Schedule 3 – Service Level Agreement (SLA)

Incident-priority definitions

Priority	Definition	Typical examples
Priority 1 – Critical service outage	A complete loss of the production service or a security incident that materially threatens confidentiality, integrity or availability of Subscriber Data, and for which no reasonable workaround exists.	System unavailable to all users; data-loss incident; ransomware event
Priority 2 – High-impact degradation	A significant impairment of a core function affecting multiple users, or a recurring fault likely to interrupt business operations, where a temporary workaround is available.	Document upload failing for several teams; reporting module timing out; major performance slowdown
Priority 3 – Standard issue / request	A system issue or service request that impacts a limited number of users or a non-core function, and does not materially impede operations. A workaround is available or unnecessary.	Access or permissions issue for a single user; incorrect configuration of a non-critical setting; low-impact bug in a non-core module
Priority 4 – Low-priority issue	A non-urgent fault or request that does not materially impede business operations and for which a practical workaround exists.	Cosmetic UI defects; minor usability issues; spelling errors in the interface

Service-level targets

Metric	Target
Support hours	08:00 – 22:00 AEST, Monday to Friday (excluding QLD public holidays)
Priority 1 – Acknowledgement	By next Business Day
Priority 1 – Workaround / action plan	By next Business Day
Priority 2 – Acknowledgement	By next Business Day
Priority 2 – Workaround / action plan	Within two (2) Business Days
Priority 3 – Acknowledgement	By next Business Day
Priority 3 – Workaround / action plan	Within two (2) Business Days
Priority 4 – Acknowledgement	Within two (2) Business Days
Priority 4 – Workaround / action plan	Resolution will be included in a future release
Monthly uptime percentage	99.0 %
Maintenance window	20:00 – 04:00 AEST, with a minimum of 48 hours' written notice

The Provider will use commercially reasonable efforts to meet the above targets.

Remote diagnostic access to facilitate timely support: the Subscriber acknowledges that Provider support personnel may, with the Subscriber's prior consent, use secure screen-sharing or remote-access software to observe the issue directly on the Subscriber's system and to apply diagnostic or remedial actions.