

## SMOD Software - Terms and conditions

1. **Preamble:** This Agreement governs the relationship between you, a Business Entity, (“Licensee”) and Lifeonics Ltd., a duly registered company in whose principal place of business is eCentre, Gate 5, Oaklands Road, Massey University, Auckland 0632, New Zealand (“Licensor”). This Agreement sets the terms, rights, restrictions and obligations on using SMOD Software (hereinafter: the Software) created and owned by Licensor, as detailed herein.
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13. **Dispute Resolution:** If a dispute or difference arises between Licensor and Licensee, then either party must promptly give the other party notice identifying and giving

details of the dispute or difference. Within 5 Business Days of the other party receiving the above notice, delegates for both parties must meet and attempt to resolve the dispute or difference in good faith. If within 5 Business Days of that initial meeting, the parties do not resolve the dispute, the General Manager for each party will meet within a further 5 Business Days and in good faith, attempt to resolve the dispute or difference. If within 5 Business Days of that further meeting, the parties do not resolve the dispute, either party may engage a third party to mediate. If the dispute or difference is not resolved within 25 Business Days of the initial meeting, the matter shall be referred to mediation. The mediation shall in all respects be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement. The mediation shall be conducted by a mediator at a fee agreed by the parties. Failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be determined, by the Chair for the time being of LEADR New Zealand Inc. or his/her nominee. Nothing in this clause will prejudice the right of Licensor to seek urgent interlocutory relief pursuant to the Agreement.

14. **Governing Law, Jurisdiction:** This Agreement shall be governed by and construed in accordance with New Zealand law. Each party agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with this Agreement.
15. **Entire Agreement:** The provisions of this Agreement constitute the entire agreement between Licensor and Licensee concerning its subject and supersede any previous understandings, arrangements, agreements and communications, whether verbal or written, between the parties or their advisers concerning its subject.