This software licence constitutes a legal agreement between you (the "Customer") and Walkerscott Pty Ltd (the "Publisher") a company incorporated in Australia.

The software listed below are the Publisher's products. By installing or accessing one or more of the software solutions listed (the Software) you accept and agree to be bound by these terms and conditions (the "Terms") in respect of each product.

Klevr CE	**Klevr BC**	**Klevr FO**	**Klevr IH**
Klevr Grants	Keystone Core	Klevr Cornerstone	Klevr Integration Hub
Klevr Fundraising	Keystone Business Documents		
Klevr Members	Keystone Integration		
Klevr Contracts	Keystone Analytics		
Klevr Portal	Klevr Distribution		
Klevr Utilities			
Klevr Core			
Klevr NFP Bundle			

If more than one Software solution is subscribed for then these Terms apply as an agreement between you and the Publisher in respect of each such product.

1. Terms

These Terms may be varied by the Publisher on the posting of updated terms on the Marketplace or otherwise by providing written notice to you. By continuing to leave installed or access the Software from the date on which these Terms are updated, you agree to be bound by the updated Terms.

Please refer to *Schedule 2 – Change Log* for details of any updated terms.

2. License

2.1. Subject to these Terms, the Publisher grants you a limited, personal, non-exclusive, and non-transferable licence to install and use the Software for the term of your licence to your:

a. employees and contractors for your internal business use; or
b. external stakeholders (for example: customers, suppliers, applicants, assessors, members etc.), which are only able to access the Software via an externally facing web portal.

2.2. You shall not make the Software available to, nor permit any other person or entity to use the Software on a timesharing, sub-licenced or other basis.

2.3. **License Fee.** The fee payable for the Software (the "Fee") is detailed on the applicable Order.

2.4. The Fee will be invoiced to you and charged to your credit card, or via invoice where agreed. Payment of the Fee must be made in advance of your installation or access of the Software.

2.5. The Publisher may suspend or terminate your access to the Software where you fail to make payment of any Fee payable to the Publisher under these Terms on the due date.

2.6. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period set forth in the Order, unless renewed. Licenses granted for metered Software is billed periodically based on usage and continue as long as the Customer continues to pay for its usage of the Software.

2.7. **Restrictions.** Except as expressly permitted in these Terms, Documentation or an Order, the Customer must not and is not licensed to:

a. copy, modify, reverse engineer, decompile, or disassemble any Software, or attempt to do so;
b. attempt to undermine the security or integrity of any third party hosting the Software;
c. install or use any third-party software or technology in any way that would subject Publisher's intellectual property or technology to any other license terms;
d. work around any technical limitations in the Software or restrictions in Documentation;
e. separate and run parts of the Software on more than one device;
f. upgrade or downgrade parts of the Software at separate times;
g. transmit or input to the Software any content or files that may be offensive, in violation of any law, in breach of copyright or trade secret, or which may damage any other computing devices or software;
h. transfer parts of a Software separately; or
i. distribute, sublicense, rent, lease, or lend any Software, in whole or in part, or use them to offer hosting services to a third party.

3. Support

3.1. **Updates.** The Publisher shall from time to time make available to you amended versions, releases, updates, bug fixes, error correction and other modifications to the Software (collectively "Updates"). All Updates made accessible by the Publisher shall be deemed a part of the Software licenced to you under these Terms.

3.2. **Error Correction.** The Publisher will use reasonable endeavours to correct Software faults through Updates. Software faults is defined as a function of an item of the Software not operating in accordance with the warranties set out below. The Publisher will use its reasonable endeavours to correct Software faults that are not attributable to malfunction of equipment or software other than the Software; or which are not attributable to incorrect use of the Software by you.

The Publisher will at its own option either advise you as to the correction or avoidance of the Software faults or make available Updates in a timely manner. Where the Software is hosted by a third party, the Publisher will provide the Update to the third party for it to make available for your use.

4. 3rd Party Reliance

4.1. You acknowledge that the Software is dependent on third-party products for the successful operation of the Software.
4.2. You must ensure that any required third-party products are available for the successful operation of the Software, including (but not limited to) the procurement of Microsoft Dynamics 365 licenses, Microsoft Power Platform licences, Azure services and/or sufficient storage capacity.
4.3. You acknowledge that these third-party products are provided under separate terms by the Publishers of such products.

5. Verifying Compliance

5.1. The Publisher may verify the Customer's compliance with these Terms, either by conducting a verification audit or asking you to complete a self-audit process (collectively, "Audit").
5.2. You must promptly provide any information and documents that the Publisher reasonably requests related to an Audit and access to all environments and systems running the Software.
5.3. If an Audit reveals any unlicensed use, you must order sufficient licenses and pay the associated Fee to cover the period of its unlicensed use.
5.4. The expenses for any Audit will be borne by the party conducting the Audit.
5.5. You agree to provide access to your software environment/s for the Publisher to perform an Audit of the Software on an ad-hoc basis, with seven (7) days advance notice.
5.6. All information and reports related to the Audit process will be Confidential Information and used solely to verify compliance.
5.7. You consent that contact and usage information is to be shared with the Publisher during the Term. This information is used by the Publisher to support billing and other compliance activities.

6. Warranties

6.1. The Publisher warrants that the Software does not and will not infringe any copyright or trade secret of any third party arising under law.
6.2. The Publisher's sole obligations in the event of a breach of this warranty are those set out below.
6.3. The Publisher indemnifies you from costs, expenses, losses, damages, judgments arising out of any breach or alleged breach of the warranty in this clause to the limit of the liability established in clause 7; provided that you have notified the Publisher in writing as soon as practicable of any such infringement, suspected infringement or alleged infringement and you cooperate with the Publisher in the defence of such claim.
6.4. The Publisher shall have the right to control the defence or settlement of any claim.
6.5. If in the Publisher's determination your use of the Software is or is likely to be enjoined by any action or proceeding, the Publisher shall have the right, at its expense, to:

a. obtain the right for you to continue to use the Software;
b. modify the Software to avoid any infringement of the rights of third parties as set out in clause 6.1; or

c. create or procure for you the right to use a substitute for such portions of the Software that avoid any such actual or alleged infringement or violation.

6.6. Upon the Publisher making any such remedy available, it shall be in lieu of the Publisher's indemnity obligation set out above. Notwithstanding and without limiting the foregoing provisions of this clause 6, the Publisher shall not be obligated to indemnify you to the extent such infringement, suspected or alleged infringement arises from:

a. use of the Software in a combination by any means and in any form with computer software and/or systems, including, but not limited to hardware, not specifically approved, or recommended by the Publisher, if such claim would not have occurred but for such combination;
b. use of the Software in non-conformance with these Terms; or
c. modification or alteration of the Software, without prior consent in writing of the Publisher, if such claim would not have occurred but for such modification or alteration.

6.7. Except for the express warranties in these Terms, the Publisher makes no representations or warranties (express, implied, statutory, or otherwise) with respect to the Software or support and any warranties otherwise implied by common law; or statute; or arising out of custom; or course of dealing are excluded from these Terms to the fullest extent permitted by law.

6.8. Except as expressly provided in these Terms, the Publisher does not represent, warrant, or covenant that the functions contained in the Software will meet any requirements or needs; or that the Software will operate error free; or in an uninterrupted fashion; or that any defects or errors in the Software will be corrected; or that the Software is compatible with any platform.

7. Limitation

7.1. You agree that the Publisher's cumulative liability for damages under or in connection with these Terms, regardless of the form of action, is limited to the Fees paid by you to the Publisher in the 12 months preceding the warranty/claim event.

7.2. In no event shall the Publisher be liable (regardless of the form of action, whether in contract, tort, or otherwise) for any indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, any loss of data or records, lost profits or other economic loss) arising out of, or in connection with these Terms and/or any obligation of confidentiality, even if the Publisher had been advised of the possibility of, or could have foreseen, such damages or losses.

7.3. You acknowledge and agree that the amount of the Fees payable under these Terms is related to the foregoing limitations on the Publisher's liability and that the Fees would be greater if the Publisher’s liability were not so limited.

8. Confidentiality

8.1. Each party acknowledges and agrees that pursuant to these Terms, it may receive Confidential Information belonging to other party.

8.2. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to:

a. the Terms of this agreement;
b. Customer Data;
c. Support Data;
d. any information relating to the business or financial affairs of a party, including a party's product pricing or pricing strategies; and
e. any trade secret, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, databases, client contracts, lists or information, sales plans; and/or marketing plans, research, software, records, intellectual property, or other information of a party.

8.3. Confidential Information does not include information that:

a. becomes publicly available without a breach of a confidentiality obligation;
b. the receiving party received lawfully from another source without a confidentiality obligation;
c. is independently developed; or
d. is a comment or suggestion volunteered about the other party's business, products, or services.

8.4. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as these Terms. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

8.5. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

8.6. These obligations apply:

a. for Customer Data, until it is deleted by Publisher; and
b. for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy

9.1. **Personal Data.** The Customer consents to the processing of Personal Data by the Publisher and its Affiliates, and their respective agents and Subcontractors, as provided in these Terms. Before providing Personal Data to Publisher, you will obtain all required consents from third parties (including the Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

9.2. **Processing of Personal Data; GDPR.** To the extent Publisher is a processor or subprocessor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing, and the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

a. **Processor and Controller Roles and Responsibilities.** The Customer and the Publisher agree that the Customer is the controller of Personal Data and the Publisher is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case the Publisher is a subprocessor or (b) stated otherwise in any Software-specific terms. The Publisher will process Personal Data only on documented instructions from the Customer. In any instance where the GDPR applies and the Customer is a processor, the Customer warrants to the Publisher that the Customer's instructions, including appointment of Processor as a processor or subprocessor, have been authorized by the relevant controller.

b. **Processing Details.** The parties acknowledge and agree that:

i. the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;

ii. the duration of the processing will be for the duration of the Customer's right to use the Software and until all Personal Data is deleted or returned in accordance your instructions or these Terms;

iii. the nature and purpose of the processing will be to provide the Software pursuant to these Terms;

iv. the types of Personal Data processed by the Software include those expressly identified in Article 4 of the GDPR; and

v. the categories of data subjects are the Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to the Publisher by the Customer.

c. **Data Subject Rights; Assistance with Requests.** The Publisher will make information available to the Customer in a manner consistent with the functionality of the Software and the Publisher's role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. The Publisher will comply with reasonable requests by Customer to assist with the Customer's response to such a data subject request. If the Publisher receives a request from the Customer's data subject to exercise one or more of its rights under the GDPR in connection with the Software for which the Publisher is a data processor or subprocessor, the Publisher will redirect the data subject to make its request directly to the Customer. The Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Software.

d. **Use of Subprocessors.** The Customer consents to the Publisher using the subprocessors listed at *Schedule 1 - Subprocessors*. The Publisher remains responsible for its subprocessors' compliance with the obligations herein.

9.3. **Security.** The Publisher will take appropriate security measures that are required by Data Protection Laws and in accordance with good industry practice relating to data security.

9.4. **Support Data.** The Publisher may collect and use Support Data internally to provide technical support for the Software. The Publisher will not use Support Data for any other purpose unless otherwise agreed in writing by the parties.

9.5. Unless stated otherwise in these Terms, the Publisher reserves its right to charge additional reasonable fees for any assistance provided by the Publisher to assist you with complying with your obligations under applicable Data Protection Laws which the Publisher considers go beyond a reasonable level of support and/or assistance, provided that such fees will be pre-agreed by the parties in writing.

10. Intellectual Property

10.1. As between the parties, all copyright, and all other intellectual property rights in or related to the Software and the services provided by or on behalf of the Publisher shall remain the property of the Publisher and/or its licensors and you shall acquire no rights in any of the foregoing except as expressly provided in these Terms. You agree that you will not, and will not permit others to, use, copy, reproduce, display, deploy, perform, distribute, transmit, make available, create derivative works of the Software or Documentation or, except only to the extent expressly permitted at law, to decompile or reverse engineer any of the Software provided by or on behalf of the Publisher.

10.2. Title to, and all intellectual property rights in, the Customer Data stored by the Software remains with you. Subject to clause 9, access to Customer Data is contingent on you having a current licence and any applicable Fees being paid in full and on time.

10.3. You must not alter, remove, or obscure any trademark, copyright symbol, legend or other proprietary mark on the Software and the Documentation.

10.4. You grant (or will procure that your relevant licensor grants) to The Publisher a non-exclusive royalty free worldwide irrevocable, non-transferable, non-sublicensable, fully paid up, royalty free and limited right and licence to access, collect, compile, store, use and otherwise process the Customer Data from your use of the Software solely for the purposes of providing the Software and related services in accordance with these Terms.

10.5. Any Feedback is given voluntarily, and the provider grants to the recipient, without charge, a non-exclusive license under provider's owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialize the Feedback as part of any of recipient's products and services, in whole or in part and without regard to whether such Feedback is marked or otherwise designated by the provider as confidential.

11. Termination

11.1. **Term**. These Terms shall become effective on the date that the Software is first installed or accessed by you.

11.2. **Termination**. The Publisher, in addition to all other rights and remedies it may have, shall have the right to terminate these Terms and all licence rights granted to you by notice in writing to you if:

a. you breach a material term of these Terms; or

b. you become insolvent, bankrupt, enter liquidation, or receivership under the law of any jurisdiction, whether compulsory or voluntary; or the Software is hosted on a third party's platform and the third party determines not to host the Software.

11.3. You may terminate these Terms and your right to use the Software, with or without cause, at any time by discontinuing use of the Software, and by deleting all copies of the Software from your systems. The Publisher will not provide refunds or credits for any partial subscription period(s) if terminate the Terms or an Order without cause.

11.4. **Survival**. These Terms, including the applicable Order, which are likely to require performance, or have application to events that may occur, after the termination or expiration of these Terms or any Order, will survive termination or expiration, including all confidentiality and indemnity obligations and procedures.

12. Disputes

12.1. The parties shall use all reasonable efforts in good faith to resolve any dispute which arises between them in connection with these Terms. This provides for a form of alternative dispute resolution and is not a reference to arbitration.

12.2. A party will, as soon as reasonably practicable, give the other party notice of any dispute in connection with these Terms.

12.3. Any dispute will be referred initially to a designated representative of the Publisher and your designated representative, who will endeavour to resolve the dispute within 10 days of the giving of the notice; and if the dispute is not resolved within the 10 days, to your Chief Executive and the Chief Executive of the Publisher who will endeavour to resolve the dispute within a further 10 days.

12.4. No formal proceedings for the judicial resolution of any dispute between the parties may be commenced until a dispute has proceeded through the dispute resolution processes set out above; provided that, with respect to any claim by The Publisher of actual or alleged infringement of any confidentiality or intellectual property right of, or licenced to, The Publisher, The Publisher, in its sole discretion, may at any time seek judicial resolution with or without resorting to the dispute resolution and mediation processes set out above.

13. Notices

Any notice given pursuant to these Terms must be in writing, signed by the authorized representative of the sender, addressed to the recipient at the address or email address set out below or to such other address or email address as a party may from time to time notify in writing to the other.

14. General

14.1. The Publisher reserves all rights not expressly granted in these Terms. The Software is protected by copyright and other intellectual property laws. No rights will be granted or implied by waiver or estoppel.

14.2. **Entire Agreement**. These Terms contain the entire agreement between the Publisher and you with respect to the Software and the provision of it to you by the Publisher, including, but not limited to, the licencing of the Software and provision of the support specified in clause 3.

14.3. **Assignment**. Either party may assign these Terms to an Affiliate, but it must notify the other party in writing of the assignment. The Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights the Publisher may have under these Terms to receive payment and enforce the Customer's payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either party may assign these Terms without the consent of the other party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets. Any other proposed assignment of these Terms must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Terms. Any attempted assignment without required approval will be void.

14.4. **Severability**. If any part of these Terms are held to be unenforceable, the rest of the Terms will remain in full force and effect.

14.5. **Waiver.** Failure to enforce any provision of these Terms will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

14.6. The parties submit to the non-exclusive jurisdiction of the courts of Australia, New South Wales in respect of any dispute or proceeding arising out of these Terms.

14.7. The Publisher will comply with all laws and regulations applicable to its provision of the Software.

14.8. The Publisher will obtain and maintain any approvals, licenses, filings, or registrations necessary to its performance, and will comply with all applicable laws. You must also comply with laws applicable to your use of the Software.

15. Definitions

"**Affiliate**" means any legal entity that controls, is controlled by, or is under common control with a party.

"**Control**" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"**Confidential Information**" is defined in the "Confidentiality" section.

"**Customer Data**" means all data, including all text, sound, software, image, or video files that are provided to Publisher or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Software. Customer Data does not include Support Data.

"**Data Protection Law**" means any law applicable to Publisher or Customer, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"**Documentation**" means all user manuals, handbooks, training material, requirements, and other written or electronic materials Publisher makes available for, or that result from use of, the Software.

"**End User**" means any person Customer permits to use the Software or access Customer Data.

"**Feedback**" means ideas, suggestions, comments, or input, in any form, that you provide to the Publisher in relation to its' Confidential Information, products, or services. Feedback does not include sales forecasts, marketing plans, financial budgets or results, or Customer Data.

"**Insolvent**" means admitting in writing the inability to pay debts as they mature; making a general assignment for the benefit of creditors; suffering or permitting the appointment of a trustee or receiver for all or any of its (i.e., the non-terminating party's) assets, unless such appointment is vacated or dismissed within 60 days from the date of appointment; filing (or having filed) any petition as a debtor under any provision of law relating to insolvency, unless such petition and all related proceedings are dismissed within 60 days of such filing; being adjudicated insolvent or bankrupt; having wound up or liquidated; or ceasing to carry on business.

"Marketplace" means Microsoft AppSource or Azure Marketplace.

"**Software**" means all services, websites (including hosting), solutions, applications, platforms, and products identified in an Order and that Publisher makes available under or in relation to these Terms, including the software, equipment, technology, and services necessary for Publisher to provide the foregoing. Software availability may vary by region.

"**Order**" means an ordering document used to transact the Software directly with the Publisher, its' Affiliates, approved resellers; or through the Marketplace.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Representatives**" means a party's employees, Affiliates, contractors, advisors, and consultants.

"**Standard Contractual Clauses**" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

"**Subcontractor**" means any third party: (1) to whom Publisher delegates its obligations under these Terms, including a Publisher Affiliate not contracting directly with Customer through an Order; or (2) who, in performing under a contract between it and Publisher or a Publisher Affiliate, stores, collects, transfers or otherwise processes Personal Data (obtained or accessed in connection with performing under these Terms) or other Customer Confidential Information.

"**Support Data**" means all data, including all text, sound, video, image files, or software, that are provided to Publisher by or on behalf of Customer (or that Customer authorizes Publisher to obtain from an Software) through an engagement with Publisher to obtain technical support for the Software covered under these Terms.

"**Use**" means to copy, download, install, run, access, display, use or otherwise interact with.

16. Schedule 1 - Subprocessors

Name	Corporate Address	Processing Location	Purpose
Microsoft	11955 Freedom Drive Reston VA, 20190 USA	The processing location is based on the Customer's Microsoft tenant location where the Software is installed.	Customer relationship management.
Stripe	354 Oyster Point Blvd South San Francisco CA, 94080 USA	USA	Payment processing.

17. Schedule 2 – Change Log

Date	Page	Type	Description
2024-03-01	ALL	Add	Release first version
2024-12-01	1	Add	Included Klevr Fundraising as a covered software solution
2024-03-03	1	Add	Included Klevr Cornerstone as a covered software solution
2026-04-17	1	Add	Included Klevr NFP Bundle as a covered software solution
2026-04-17	1	Remove	Remove “Commercial in confidence” from footer