

## Licence Agreement

Pongo (previously known as Qlickboard) is an online system established and maintained by Pongolabs Pty Ltd ABN: 55 163 894 246 (**Pongolabs**) [at [www.pongolabs.com](http://www.pongolabs.com) (including any linked sites and information owned by Pongolabs)] (**System**) to enable licensed users to capture and analyse valuable insights in real time.

This agreement sets out the terms of a contract between you and Pongolabs under which you may access and use the System provided you are a Participant. By visiting, registering for, or using, this System, you agree to be bound by and abide by this agreement (as amended from time to time).

This agreement is supplemented by the Order under which a licensee (**Licensee**) has purchased access to the System for the Licensee and its Participants. Unless specifically stated otherwise, in the event of an inconsistency between an Order, this agreement and any document incorporated by reference, then those documents will be interpreted in that order of precedence.

Pongolabs reserves the right from time to time to change this agreement. Licensee will be responsible to check the licence agreement from time to time at [www.pongolabs.com](http://www.pongolabs.com). Pongo will endeavor to notify the Licensee of these changes at least 50 days prior to the expiry of the then current term.

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Defined Terms

In this agreement unless the contrary intention appears:

- (a) **Business Day** means a day other than a Saturday, a Sunday or a public holiday within the meaning of the Public Holidays Act 1993 (Vic);
- (b) **Client Data** means data owned or supplied by a Participant or data generated, compiled, arranged or developed on the System for the purpose of the Licensee using the System. Client Data does not include data generated by Pongolabs for the purpose of capturing and analysing customer insights;
- (c) **Confidential Information** means the existence and contents of this agreement and in relation to a party making disclosure (Discloser), all information (including Client Data and any personal information) disclosed, communicated or delivered by the Discloser to the person to whom the disclosure is made (Recipient) or learnt or accessed by the Recipient from the Discloser, but excludes any such information which the Recipient can establish:
  - (i) is or becomes generally available in the public domain otherwise than through a breach of confidence owed to the Discloser;
  - (ii) was developed by the Recipient independently of the disclosure, communication or access from the Discloser; or
  - (iii) was disclosed or communicated to or accessed by the Recipient from a third party under no obligation of confidence in relation to that information;
- (d) **Corporations Act** means the Corporations Act 2001 (Cth);
- (e) **Documentation** means any operating manuals, user guides and any other documentation associated with the System which Pongolabs supplies to you including help files contained in the System, and information published on the System;
- (f) **GST Law** has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (g) **Insolvency Event** means, for a person, being:
  - (i) in liquidation or provisional liquidation or under administration, having a controller or analogous person appointed to it or any of its property,
  - (ii) being taken to have failed to comply with a statutory demand, be unable to pay its debts or otherwise insolvent;
  - (iii) dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs;
  - (iv) subject to any action that could result in the person becoming an insolvent under administration;
  - (v) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
  - (vi) any analogous event;
- (h) **Intellectual Property Rights** includes all patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967*;
- (i) **Moral Right** means a right of attribution of authorship, a right not to have authorship falsely attributed, a right of integrity of authorship or a right of a similar nature, conferred by statute or otherwise, and which exists or comes to exist anywhere in the world;
- (j) **Order** means the Order agreed by the Licensee and Pongolabs under which you are granted access to the System (and in relation to any Further Term, or any increase to any usage limitations under clause 8, any invoice for that Further Term or increase);
- (k) **Participant** means the Licensee and each user authorised under the Order. [The number of participants is measured as the number of people whom data is entered in respect of or who have access to that data in the Initial Term and each Further Term.]

- (l) **Specifications** means all items and relationships summarised in the 'Operations Business Functions Database Schema', 'Operations Business Functions Data Model' and 'Process Mapping ' and specifications as agreed between Licensee and Pongolabs during the software customisation process.
- (m) **Term** means the Initial Term and any Further Term as defined in clause 2; and
- (n) **Unexpected Event** means an event or cause beyond the reasonable control of the party claiming an unexpected event. It includes each of the following, to the extent it is beyond the reasonable control of that party act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, strike, lockout or other labour difficulty, interruptions or unavailability of internet connection or telecommunications services, act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, embargo, power or water shortage, and breakage or accident or other damage to machinery. In the case of Pongolabs, interruptions to any hosting services provided by a third party are unexpected events.

## 1.2 Interpretation

In this agreement, unless stated otherwise, an agreement, representation, covenant or warranty in favour of, or given by, two (2) or more persons is in favour of, or given by, them jointly and severally.

## 2 TERM

The initial term of this agreement is specified in the Order (**Initial Term**). The Licensee may give notice to Pongolabs, at least 30 days prior to the end of the Initial Term (or any Further Term), that it wishes to renew this agreement, in which case this agreement shall be extended for a further term of 12 months (**Further Term**). The Term will then automatically renew for further 12 month terms until it is terminated by the Licensee in accordance with the terms set out in Section 18.

## 3 GRANT OF LICENCE

Subject to payment of all fees by the Licensee and provided you are a Participant, Pongolabs grants to you a revocable, non-exclusive and non-transferable licence to use the System for the Term (the Licence) for the limited purpose of using the System to manage business function auditing and related purposes.

## 4 PROVISION OF SYSTEM

4.1 Pongolabs will:

- (a) provide you with access to the System for the Term [(including the provision of unique usernames and passwords for each user, or the capability for the Licensee to do so in relation to its Participants)]; and
  - (b) ensure that the System performs substantially in accordance with the Documentation (including any service level specified in the Documentation).
- 4.2 Pongolabs may subcontract delivery of its obligations under this agreement but remains responsible for any act or omission of any of its subcontractors subject to clause 15. Pongolabs will notify LICENSEE of relevant subcontractors prior to engagement.
- 4.3 Pongolabs will exercise due skill, care and diligence in the performance of services in accordance with good industry practice and standards (including encryption, password protection and firewall protection).
- 4.4 Pongolabs will comply with all relevant laws applicable to the provision of Services under this agreement.
- 4.5 Pongolabs warrants the System will conform to the Specifications.
- 4.6 Pongolabs will promptly remedy any Incident(s) (being any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction, in the quality of that service) arising during the Term.

## 5 DOCUMENTATION

Pongolabs will provide you with access to complete and up to date copies of the Documentation during the Term. You must not, without Pongolabs's prior written consent make any alteration to the Documentation or provide any Documentation to a person that is not a Participant. You may make such copies of the Documentation as are necessary for your use of the System in accordance with this agreement.

## 6 MAINTENANCE AND SUPPORT

Pongolabs will apply patches, updates and new releases to the System. Unless Pongolabs has agreed otherwise with the Licensee, Pongolabs will only run one current instance of the System. If Pongolabs has agreed to run a dedicated instance of the System for the Licensee, Pongolabs will supply maintenance and support to you in relation to the then current release of the System and the two previous releases of the System.

So long as you are a Participant, you are entitled to access Pongolabs's support services as set out in the Documentation. Pongolabs will use best endeavours to provide support in accordance with the Documentation (including to meet any response and resolution times or any other Service Levels relating to support).

Despite the above, Pongolabs is not required to make a new release that is a substantial revision of the System or any additional functionality available to Participants and may require the payment of additional fees before doing so.

## **7 DISASTER RECOVERY**

While Pongolabs will use reasonable endeavours to develop and implement appropriate disaster recovery processes and procedures (including any specified in the Documentation), Pongolabs cannot guarantee that it will be able to recover from any disaster within a particular time or that it will be able to restore your Client Data. You are responsible for regularly backing up your Client Data and implementing appropriate disaster recovery processes and procedures to avoid or mitigate the consequences on you as a result of a disaster or business interruption.

## **8 FEES**

The Licensee must pay Pongolabs the licence fees annually in advance, and any additional fees, without deduction within 30 days of receipt of an invoice.

In the event that the Licensee requests and increase in any usage limits for the balance of the then current term (or Pongolabs detects that any usage limits have been exceeded), Pongolabs will issue an invoice to the Licensee for the additional usage. The licence fees applicable to any increased usage will be set out in the Order or, if the fees are not set out in the Order, Pongolabs's then current fees for the licences.

Unless otherwise agreed the licence fees are fixed for the Initial Term of this agreement. Fees are subject to change and to CPI increase using the 'All groups CPI' for the most recent Mar qtr to Mar qtr, % change, as displayed at [www.abs.gov.au](http://www.abs.gov.au)). Pongolabs agrees to provide the Licensee with notice of the licence fees applicable to any Further Term by 50 days prior to the expiry of the then current term.

If the Licensee disputes the whole, or any part of, an invoice, the Licensee will pay the undisputed portion on the due date. The dispute regarding the remainder may be referred for resolution by way of the dispute resolution procedure prescribed by this agreement. If it is subsequently resolved that the remainder is payable, the Licensee will pay that amount together with interest at the rate of 10% per annum calculated from the due date until the payment is made (capitalising monthly).

Without limiting any other rights it may have, Pongolabs may suspend or limit access of any Participant to the System until the Licensee has paid any fees due.

## **9 GST**

Words and phrases defined in the GST Law have the same meaning in this clause. If GST is payable on a Taxable Supply made in connection with this agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive. No payment of any amount pursuant to this agreement is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

## **10 YOUR OBLIGATIONS**

You must:

- (a) only use the System for the purpose for which it is intended, in accordance with the Documentation and any reasonable directions from Pongolabs;
- (b) not use the System for any activity which is illegal, obscene, indecent, offensive or defamatory;
- (c) not upload:
  - (i) any content that is knowingly false, inaccurate or misleading
  - (ii) any content that is threatening, is defamatory, is inappropriate or for the purpose of promoting any products or services on any social media pages of the System;
- (d) download, modify, copy, reproduce, republish, store, frame, upload, post, transmit, sell, lease, rent, sub-licence or disclose or distribute any part of the System (or any content on it) in any way, except as otherwise expressly permitted under this agreement;
- (e) tamper with any copyright notice, trade mark or logo;
- (f) re-engineer, create derive works from, reverse engineer, disassemble, or decompile any part of the System;
- (g) not tamper with, knowingly hinder the operation of, or make unauthorised modifications to the System;
- (h) refrain from introducing any virus to or from the System; (i) refrain from changing any administration settings on any part of the System;
- (j) refrain from damaging or modifying (without consent) any equipment provided by Pongolabs;
- (k) refrain from using any part of the System to send commercial electronic messages in breach of the Spam Act 2003 (Cth);
- (l) keep all passwords, account names, tokens or log in identifications required to access the System secure and confidential;
- (m) refrain from uploading onto the System any material, or use the System in any way which infringes the Intellectual Property Rights of any person or is unlawful or violates any law; and

- (n) provide Pongolabs with access to your equipment, facilities, systems, documentation, premises or personnel as Pongolabs may reasonably require to enable perform its obligations to you and audit your compliance with your obligations to Pongolabs.

While Pongolabs will take reasonable steps to review content, Pongolabs cannot review all content submitted on those pages. You should ignore inappropriate or negative content from other users and notify Pongolabs of any content that you think should be removed using the email address below. Pongolabs may remove any content uploaded to the System that is in breach of this agreement or that Pongolabs considers inappropriate.

## **11 SECURITY**

While Pongolabs will use reasonable endeavours to develop and implement appropriate security processes and procedures (including any specified in the Documentation), the parties acknowledge and agree that the internet and systems of this nature are inherently vulnerable and acknowledge and agree:

- (a) Pongolabs cannot guarantee the absolute security of System and communications to and from the System over the internet;
- (b) that both parties are responsible for taking reasonable security steps including without limitation keeping login and password secure, not leaving any terminal with access to the System unattended and ensuring that current virus protection and security software is in place; and
- (c) each party must notify the other party of any security breach in relation to the System.

## **12 INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that all Intellectual Property Rights in the System are retained by Pongolabs. You acknowledge that nothing in this agreement transfers or assigns to you any of Pongolabs's Intellectual Property Rights and your right to use and access Pongolabs's Intellectual Property Rights are limited to the operation and the use of the System in accordance with this agreement. You agree that its usage of that Intellectual Property Rights and any goodwill established thereby shall inure to the exclusive benefit of Pongolabs.

You agree that any development of the System (including any developments suggested or contributed to by you) are the property of Pongolabs and you assign and present or future Intellectual Property Rights that you might have in relation to those developments to Pongolabs and waive any Moral Rights that you may have in relation to those developments.

Pongolabs acknowledges that Client Data remains the property of the Licensee.

Pongolabs warrants that the supply of the System will not infringe the intellectual property rights of any other person.

Pongolabs will indemnify the Licensee against any loss, liability, cost or expense suffered or incurred in connection with any claim alleging that the supply/ use of the System, as contemplated by this agreement, infringes the intellectual property rights of any other person. The Licensee will notify Pongolabs promptly of any such claim, and in any event within 7 days of becoming aware of it.

Pongolabs will be responsible for the defence of any claim covered by this indemnity. On request, the Licensee will provide Pongolabs with reasonable assistance, provided Pongolabs meets the Licensee's costs of doing so. Pongolabs must not agree to any settlement of a claim that would involve the Licensee doing or refraining from doing anything, or would affect Your reputation, without the Licensee's prior consent.

## **13 CLIENT DATA**

Pongolabs will provide you with the ability to upload, access and download your Client Data, and will manage your Client Data, in the manner set out in the Documentation

Provided Pongolabs has taken reasonable steps to safeguard your Client Data and ensure that it is not lost or corrupted, Pongolabs is not liable to you for any unauthorized access to your Client Data (other than by any Pongolab's personnel) nor for any loss or corruption of you Client Data or the costs of recreating or repairing your Client Data. You should make regular backup copies of your data.

For a period of 30 days after expiry of the Term, you (or a participant on behalf of all Participants of a Licence) will have limited access to the System to download your Client Data. After that time Pongolabs may permanently delete your Client Data.

Pongolabs may charge its standard hourly rates for any assistance you require to extract your Client Data (except where you have terminated this agreement due to a default by Pongolabs) or if it is compelled by law to provide copies of your data or evidence regarding your use of the System to a third party regarding any proceedings or investigations to which you are a party or subject to.

On termination or expiration of this agreement, Pongolabs will, if requested by you, provide reasonable assistance to you and your authorised agents in the orderly transfer of the services, functions and operations provided pursuant to this agreement to you or to another services provider (Transition Out Services). This agreement remains in force during any period when providing Transition Out Services. Costs for the Transition Out Services will be as agreed by the parties on a time and materials basis.

Unless specifically agreed otherwise, your Client Data will be hosted on shared infrastructure and, while it will be logically separated in the manner contemplated by the Documentation, it will not be physically separated from the data of 3<sup>rd</sup> parties.

## 14 REPRESENTATIONS AND WARRANTIES

Pongolabs represents and warrants that the System will perform substantially in accordance with the Documentation. Pongolabs does not warrant any third party products and services, which may be incorporated in or used by the System. Except as set out above, the System is provided as is and you are responsible for ensuring that the System is suitable and meets your needs.

Except as otherwise expressly provided in this agreement, all other warranties, representations, promises, conditions or statements (including without limitation the functionality or performance of the System), whether express or implied, and whether statutory or otherwise are to the full extent permitted by law expressly excluded.

## 15 LIMITATION OF LIABILITY

- (a) Neither party will be liable for loss of profits, business, revenue, goodwill, opportunity, or anticipated savings or for any other form of indirect or consequential loss or damage. To the extent permitted by law, Pongolabs disclaims all liability regarding any content submitted by other users of the System.
- (b) Without limiting paragraph (a), Pongolab's liability relating to any defective supply of software supplied as part of the System is limited to, at the option of Pongolabs, refunding the fees relating to the defective supply, rectifying any defects in the good or service or resupplying the defective good or service.
- (c) Unless otherwise agreed in an Order, the System will be provided using public cloud technology (currently hosted by Amazon) and third party software.
- (d) Pongolabs will provide the System and Services using infrastructure (such as servers and related hardware) and personnel located in Australia. Pongolabs agrees that in providing the System and Services, Pongolabs will not transfer Client Data out of Australia except with the Licensee's written consent.
- (e) Neither party limits or excludes liability in connection with this agreement for liability under confidentiality obligations or the indemnity under clause 12.

## 16 UNEXPECTED EVENTS

If an Unexpected Event affecting a party prevents that party ('Precluded Party') partially or wholly from complying with its obligations under this agreement then as soon as reasonably possible after the Unexpected Event arises, the Precluded Party:

- (a) must notify the other party of the Unexpected Event, specifying the cause and the extent to which it is unable to perform its obligations under this agreement and the likely duration of such non-performance;
- (b) take all reasonable steps to remedy or mitigate the effects of the Unexpected Event; and
- (c) keep the other party informed, both at reasonable intervals and upon request of the likely duration of the Unexpected Event, the action taken or proposed to be taken by the Precluded Party, the cessation of the Unexpected Event or the successful mitigation or minimisation of the effects of the Unexpected Event and any other matter the other party may reasonably request in respect of the Unexpected Event.

## 17 DISPUTES

If a dispute arises between Pongolabs and you in relation to this agreement, either of the Parties may by notice to the other party specifying reasonable details of the dispute ("Dispute Notice"), refer the dispute for resolution in accordance with this clause. If a Dispute Notice is given under this clause, the parties must promptly meet and engage in good faith discussions with the bona fide objective of resolving the dispute by agreement. If after a period of 10 Business Days (or such other period as may be agreed) from the date on which a Dispute Notice is delivered to a party, the parties have not been able to resolve the dispute, either of them may then (but no earlier), by notice, escalate the dispute to a meeting of the senior executives of the Licensee and Pongolabs. If after a period of 10 Business Days (or such other period as may be agreed) from the date on which such a meeting of senior executives took place, the party's delegates have not been able to resolve the dispute, either party may pursue any remedy available at law. Neither Pongolabs nor you may commence legal proceedings (other than for urgent interlocutory relief) in relation to any dispute unless the dispute resolution procedures set out in this clause have been followed. Only the Licensee is entitled to manage any dispute or take any action against Pongolabs on behalf of any Participant in connection with the System and this agreement.

## 18 TERMINATION AND EXPIRY

- (a) A Licensee may terminate this agreement by written notice to Pongolabs:
  - (i) if Pongolabs materially breaches this agreement and fails to rectify that breach within 10 Business Days of receiving a written notice to rectify the breach
  - (ii) if Pongolabs becomes subject to an Insolvency Event
  - (iii) at any time after the Initial Term or during a Further Term by giving at least 30 days notice
- (b) Pongolabs may terminate this agreement or suspend your access (or the access of any other Participant) by written notice to you if:
  - (i) a Participant breaches a material obligation under this agreement and fails to rectify that breach within 10 Business Days of receiving a written notice from Pongolabs;
  - (ii) if the Licensee fails to pay any amount due to Pongolabs under this agreement or in connection with any services relating to the System;
  - (iii) you or the Licensee is subject to an Insolvency Event;
  - (iv) a Participant breaches clauses 10(b) to 10(f), 10(i) or 10(m) (suspension only for these triggers).
- (c) Where this agreement is terminated for Pongolabs's breach, the Licensee may recover a pro-rata proportion of any prepaid fees relating to the unexpired term. In all other cases, Pongolabs is entitled to retain any prepaid fees.
- (d) On termination or expiry:
  - (i) subject to your rights to access Client Data after the Term under clause 13, you must cease using the System and

- (e) Any termination of this agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement which is expressly or by implication intended to continue in force after such termination, including clauses 12, 14, 15, 17, 18, 19, 20 and 21.

## **19 CONFIDENTIALITY**

A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information. A party will not be in breach of this clause in circumstances where it is legally compelled (but not by contract) to disclose the other party's Confidential Information.

Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement (other than Confidential Information of a technical nature and Client Data) to its employees, related companies, solicitors, auditors, insurers and accountants providing that such parties give an undertaking to abide by the terms of confidentiality imposed on the parties by this agreement.

Each party acknowledges that damages alone are unlikely to be an adequate remedy in respect of any breach of that party's obligations under this clause. Accordingly, in addition to other remedies that may be available, a Discloser may seek urgent interlocutory relief to protect its rights and interest in its Confidential Information against any actual or potential breach of this clause by the Recipient, without proof of actual damages, in addition to any other remedy to which the Discloser would be entitled.

## **20 PRIVACY**

Pongolabs agrees to treat any personal information in accordance with its privacy policy available at [www.pongolabs.com/privacy](http://www.pongolabs.com/privacy). You consent to the collection, storage and use of any of your personal information by Pongolabs in accordance with its privacy policy. Where any Client Data submitted by you includes the personal information of any other person, you are responsible for ensuring that they have provided any consents required to enable Pongolabs to collect, use and store that information in accordance with its privacy policy.

## **21 NOTICES**

A notice required or permitted to be given by one party to another under this agreement must be in writing and is treated as being duly given if it is delivered or sent by pre-paid mail to that other party's address as specified in this agreement or notified in writing from time to time. Any notice to you is effective if given to the Licensee. A notice given to a party in accordance with clause is treated as having been received when delivered (in the case of it being left at that party's address) and on the third Business Day after posting (in the case of it being sent by pre-paid mail).

## **22 MISCELLANEOUS**

- (a) This agreement may only be varied in writing, signed by each party to this agreement.
- (b) A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (c) This agreement constitutes the entire agreement between the Parties in relation to the matters dealt with. No party can otherwise rely on an earlier document or anything said or done by or on behalf of another party before this agreement was executed.
- (d) Any provision in this agreement which is invalid or unenforceable is to be read down, if possible, to such an extent as is reasonable in the circumstances so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity of the remainder of this agreement or the enforceability of that provision in any other jurisdiction.
- (e) Neither party may assign or transfer any of its rights or obligations under this agreement without the prior consent in writing of the other party (such consent not to be unreasonably withheld or delayed). However, Pongolabs may assign its rights and obligations under this agreement to a purchase of substantially all of its business relating to the System.
- (f) This agreement is governed by the law in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria and any Courts, which may hear appeals from those courts.
- (g) This agreement shall be binding on the executors, administrators, successors, substitutes and permitted assigns of each of the Parties.
- (h) Where a term of this agreement has the effect of requiring anything be done on or by a day which is not a Business Day, it must be interpreted as if it required it to be done on or by the next Business Day
- (i) A provision or any part of a provision in this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement and/or the inclusion of the provision or part of the provision.
- (j) Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.
- (k) Where this agreement contemplates that a party may agree or consent to something (however it is described), that party may agree or consent, or not agree or consent, in its absolute discretion and agree or consent subject to conditions, unless this agreement expressly contemplates otherwise

## **23 OTHER**

You have the right to perform (or engage a third party to conduct) security assessments and penetration tests of the application and environments used to process or store Client data, at least once per year. Remediation plan will be negotiated with the Licensee at the time of completion of the security testing.

You have the right to perform automated vulnerability scanning of the exposed application interface. Pongolabs will be informed of the scheduled testing prior to commencement and source IP addresses. Remediation plan will be negotiated with the Licensee

Pongolabs agrees to share with you the results of any past or future security assessments and plans (remediation or otherwise) that relate to the provision of services to you.

Pongolabs agrees to promptly disclose relevant information relating to any security incident(s) that impact or have the potential to impact, the confidentiality, integrity or availability of Client Data and the environments that provide the service to you.

If required, Pongolabs will interface with LICENSEE's Support Hub/Helpdesk for management of service requests, tracking and related matters.