

SOFTWARE END USER LICENCE AGREEMENT

¹Contact Harald Software End User Licence Agreement (“EULA”)

PLEASE READ THIS EULA CAREFULLY BEFORE USING ANY VT42 PTY LTD TRADING AS CONTACT HARALD ABN 77 373 551 818 (CONTACT HARALD, WE, US, OUR) SOFTWARE. THIS EULA IS BINDING ON THE CUSTOMER AND IT MUST PROCURE, AND IS LIABLE FOR THE END USERS BEING BOUND BY AND STRICTLY COMPLYING WITH THIS EULA. BY USING ANY OF OUR SOFTWARE YOU (THE END USER) ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT USE THE SOFTWARE.

1. Application of this EULA

1.1 This EULA, as updated from time to time, incorporates and supplements the Standard Terms & Conditions and forms part of the Agreement with the Customer. In the event of conflict between the terms of this EULA and the Standard Terms & Conditions, the Standard Terms & Conditions will prevail.

2. General Use

2.1 The Software, interfaces, content, fonts, documentation and any data that is provided by us to the Customer under its Software Licence (as may be updated or replaced by Software updates or system restore software provided by us whether in read only memory, on any other media or in any other form) are licensed to the Customer (for the number of units of the Card stated in the Contract of Sale only) on a non-exclusive, revocable, non-transferable basis for the Customer to make reasonable use of the Software for the Permitted Use under the terms of this EULA, the User Manual and instructions we give, and the Agreement, and not for any other purpose.

2.2 We retain ownership of the Software and reserve all rights not expressly granted to the Customer.

2.3 We, at our discretion, may make available future updates to the Software.

2.4 The Customer remains solely responsible for implementing adequate and industry standard virus protection measures to all parts of its IT environment in order to protect the Software.

2.5 Any additional software which is downloaded by the Customer, which is not already pre-installed on its system or environment, is solely done at the Customer's risk.

2.6 The Customer is responsible for keeping the Software up-to-date and must accept automatic updates to the Software at all times. The Customer is responsible for keeping the operating system up-to-date with available patches and upgrades at all times.

2.7 From time to time we will deprecate older operating system versions, supporting Software or hardware minimum specifications (including in respect of Product). We will use reasonable endeavours to give 30 days' notice in such circumstances and after this period the Customer must move away from any such deprecated hardware, Software and/or operating systems at the Customer's expense.

3. Permitted Software Licence Uses and Restrictions

3.1 Each Software Licence permits the Customer to use the Software on one Card for which it has purchased according to the Software Licence Term.

3.2 The Customer must not make the Software available over a network where it could be used by multiple devices or multiple computers at the same time, unless otherwise agreed in writing by us.

3.3 This EULA does not grant the Customer or the User any rights to use our proprietary interfaces or any other intellectual property rights in the design, development, manufacture, licensing or distribution of third party devices and accessories for use with the Software.

3.4 Except as and only to the extent expressly permitted in this EULA or by applicable law, the Customer and each User must not copy, decompile, reverse engineer, jailbreak, disassemble, and attempt to derive the source code of, decrypt, modify, or create derivative works of the Software (or any updates) or any part thereof. Any attempt to do so is a violation of our rights. If the Customer or the User breaches this restriction, it may be subject to prosecution and damages.

3.5 The Customer may not rent, lease, lend, charge, redistribute or sub-license the Software or Software updates.

3.6 Our Product uses Software and Bluetooth Low Energy technology designed to work with other third party IT systems – such technology will access the operating system of the IT environment and devices of the Customers and Users. As such, these technologies require access to your systems and may interfere with other software, products, devices and applications that you, your Users use or others may use (whether or not they use Bluetooth) (together the “Customer IT Environment”) including that it may require fewer connected devices in order for our Software to connect. It is your own obligation and responsibility to continually test, monitor and review the Customer IT Environment to ensure that our Software and your other devices, electrical goods, software and applications operate as intended.

3.7 The Customer is responsible and liable for the safe and lawful disposal of Product (including Product that you distribute to Users).

3.8 USE OF ANY OF OUR PRODUCTS AND/OR SOFTWARE DOES NOT GIVE ANY INDICATION THAT YOU ARE SAFE OR IN DANGER, NOR DOES IT NECESSARILY RECORD EACH INTERACTION YOU HAVE WITH ANY PERSON, FAUNA, FLORA OR PLACE THAT YOU ARE NEAR OR IN CONTACT WITH. USE OF OUR PRODUCTS AND/OR SOFTWARE DOES NOT MEAN THAT YOU ARE PROTECTED FROM ANY HARM, INJURY, VIRUS OR DISEASE, NOR DOES IT MEAN THAT YOU ARE NOT SOLELY RESPONSIBLE FOR YOUR OWN HEALTH AND SAFETY (INCLUDING THAT YOU WILL NOT CONTRACT COVID-19).

3.9 Our digital contact tracing system is an aid to traditional contact tracing. Due to limitations with radio signals, some false positives or false negatives may occur. The use of our Product and Software is no substitute for proper health and safety procedures.

4. Limitation of Liability

4.1 To the maximum extent permitted at law:

- (a) in respect of the EULA, our liability to the Customer and any User is capped at AU \$1 per Card purchased by the Customer under the Contract of Sale associated with this EULA;
- (b) IN ANY EVENT, OUR TOTAL LIABILITY UNDER THE AGREEMENT (MADE UP OF ITS PARTS) UNDER ANY THEORY OF LIABILITY, WHETHER BY STATUTE, IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION, WHETHER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR LEGAL FEES AND/OR COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE AGREEMENT FOR THE GOODS AND SERVICES WHICH GAVE RISE TO SUCH DAMAGES;
- (c) IN NO EVENT WILL WE BE LIABLE TO THE CUSTOMER IN RESPECT OF PRODUCT OR SOFTWARE THAT HAS NOT BEEN PAID FOR;
- (d) IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES WHICH DO NOT NATURALLY ARISE) AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, GOODWILL OR DAMAGE TO THE HEALTH OR SAFETY OF ANY PERSON OR INDIVIDUAL; AND
- (e) THESE LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

5. Audit

5.1 We reserve the right to periodically audit the Customer to ensure that it and its Users are not using any Software in violation of this EULA. The Customer will give full access to its records and personnel for the purpose of running the audit. If the audit discovers that a User is not using the Software in accordance with this EULA, the Customer shall pay the costs of the audit.

6. Application of Standard Terms & Conditions

6.1 The Standard Terms & Conditions apply to this EULA, including but not limited to terms in respect of limitation of warranties and liability.

6.2 Terms used in the EULA have the meanings used in the Standard Terms & Conditions.

7. Termination

7.1 This EULA is effective until terminated in accordance with the Agreement. The Customer's rights under this EULA will terminate automatically without notice from us if the Customer fails to comply with any clause(s) of this EULA. Upon the termination of this EULA the Customer's Software will be restricted.