

SOFTWARE END USER LICENCE AGREEMENT

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

- 1.1 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.
 - 1.2 THIS EULA IS BINDING ON THE CUSTOMER AND IT MUST PROCURE, AND IS LIABLE FOR ITS END USERS BEING BOUND BY AND STRICTLY COMPLYING WITH THIS EULA. BY USING ANY OF OUR SOFTWARE THE END USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF A USER DOES NOT AGREE TO THE TERMS OF THIS EULA, HE/SHE/IT MUST NOT USE THE SOFTWARE.
- ### 2. Application of this EULA
- 2.1 This EULA makes up part of your Contract with us. This EULA imports and is to be read with the Standard Terms & Conditions and to the extent they do not apply, then this EULA imports and is to be read with any other written terms and conditions for the supply of Software agreed between us and the Customer. In respect of the use of Software, in the event of any inconsistency with those terms and this EULA, the EULA will prevail.
 - 2.2 Terms used in this EULA have the meanings used in the Standard Terms & Conditions.
- ### 3. General Use
- 3.1 The Software, interfaces, content, fonts, documentation and any data that we provide to the Customer under the Software Licence (as may be updated or replaced by Software updates or system restore software provided by us whether in firmware 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 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 Contract and the Product Warranty and Standard Use document, and not for any other purpose.
 - 3.2 We retain ownership of the Software and reserve all rights not expressly granted to the Customer.
 - 3.3 We, at our discretion, may make available future updates to the Software.
 - 3.4 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.
 - 3.5 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.
 - 3.6 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.
 - 3.7 From time to time we will deprecate older operating system versions, supporting Software, firmware or hardware minimum specifications (including in respect of firmware in Product and Other Goods). 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.
- ### 4. Permitted Software Licence Uses and Restrictions
- 4.1 Each Software Licence in the Contract (as relevant):
 - (a) for Product, permits one User to use the Software on one Card for which the Customer has purchased for the Software Licence Term; and
 - (b) for Other Goods, permits the Customer to use Software with the Other Goods according to the terms of the relevant Contract for the Software Licence Term.
 - 4.2 The Software Licence does not permit the Customer or User to rent, lease, lend, charge, redistribute, sub-licence, develop, modify or adapt the Software or Software updates in any way.
 - 4.3 The Customer and the User 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.
 - 4.4 This EULA does not grant the Customer or the User any rights to use our proprietary interfaces or any of our intellectual property rights in our Software in the design, development, manufacture, licensing or distribution of any third party devices and accessories (whether for use with the Software or not).
 - 4.5 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.
 - 4.6 The Customer is responsible and liable for the safe and lawful disposal of Product and Other Goods by it and its Users (including Product and Other Goods that the Customer distributes to Users).
 - 4.7 USE OF OUR PRODUCT, OTHER GOODS AND/OR SOFTWARE DOES NOT GIVE ANY INDICATION THAT USERS ARE SAFE OR IN DANGER, NOR DOES IT NECESSARILY RECORD EACH INTERACTION A USER HAS WITH ANY PERSON, FAUNA, FLORA OR PLACE THAT HE OR SHE IS NEAR OR IN

CONTACT WITH. USE OF OUR PRODUCT, OTHER GOODS AND/OR SOFTWARE DOES NOT MEAN THAT THE USER IS PROTECTED FROM ANY HARM, INJURY, VIRUS OR DISEASE, NOR DOES IT MEAN THAT THE USER IS NOT SOLELY RESPONSIBLE FOR HIS OR HER OWN HEALTH AND SAFETY (INCLUDING THAT THE USER WILL NOT CONTRACT COVID-19).

- 4.8 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, Other Goods and Software is no substitute for proper health and safety procedures.

5. Product Warranty and Liability

- 5.1 Use of our Product, Other Goods and the Software within them are subject to our Product Warranty and Standard Use document.
- 5.2 To the maximum extent permitted at law:
 - (a) in respect of the EULA, our liability to any User is capped at the amount paid for the Product for that User (as provided for in the Contract relevant to that User);
 - (b) IN NO EVENT WILL WE BE LIABLE TO THE CUSTOMER OR USER IN RESPECT OF PRODUCT OR SOFTWARE THAT HAS NOT BEEN PAID FOR;
 - (c) 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
 - (d) THESE LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6. Personal information

- 6.1 By giving personal information to the Customer, the User consents to the Customer and Contact Harald storing, accessing and using their personal information with the Application and the Software for the purposes of the contact tracing program that the User is part of (such consent includes consent to disclosing information to health authorities and/or as required by law).
- 6.2 The User commits to providing accurate and up-to-date information to the Customer for the purpose of contact tracing.

7. Audit

- 7.1 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 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.

8. Termination

- 8.1 This EULA is effective until expiry or terminated in accordance with the Contract (including this EULA). The Customer's and the User's rights under this EULA in respect of a User will terminate automatically without notice from us if the Customer or the User fails to comply with any clause of this EULA. Upon the termination of this EULA the Customer's Software and use of our Product will be restricted accordingly.

¹ 10 May 2021