

END-USER LICENSE AGREEMENT

This End-User License Agreement (the "Agreement") is

BETWEEN: **IAWS PTY LTD**, ABN 52 654 779 807 (the "Company") a company duly registered and incorporated according to the corporation laws of Australia organized and existing under the with its head office located at Unit 33, Brooklyn Business Park, 649 – 650 Geelong Road, Brooklyn, Victoria, 3012, Australia

AND: _____,
(the "End-User") a user having its office located at:

WHEREAS the Company is the developer and owner of **iLink** (the "Software");

AND WHEREAS the End-User agrees that by using the Software, it shall be bound by the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SUBJECT TO TERMS OF SOFTWARE LICENSE

1.1. When the End-User lawfully accesses the Software, whether through purchase or other lawful means, the Company shall grant the End-User, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable, limited, irrevocable personal license to use the Software ("License"). This License

extends to the use of documentation, data, or information developed by the Company, and other materials which may assist in the use of the Software.

2. LICENSE FEE

- 2.1 In consideration of the terms of this Agreement, the Company grants the End-User a non-exclusive, non-transferable, revocable License to use the Software for the period of _____ (subject to termination as set out in this Agreement), in accordance with the use and subject to the restrictions set out below.
- 2.2 The End-User shall pay to the Company a license fee. The amount, payment schedule, and method of payment of the license fee, which are subject to changes at the sole discretion of the Company, shall be as follows:
- 2.2.1 Amount: The license fee shall be AUS\$ _____, exclusive of any applicable taxes, duties, or levies. The End-User shall be responsible for all such taxes, duties, or levies.
- 2.2.2 Payment Schedule: The license fee shall be payable monthly in advance on or before the 7th day of each month commencing from the date of this Agreement or as otherwise agreed in writing between the Parties.
- 2.2.3 Method of Payment: Payment shall be made in AUS\$ by debit order and into an account designated by the Company.
- 2.3 Failure to pay the license fee as specified in this clause shall constitute a material breach of this Agreement, entitling the Company to terminate this Agreement in accordance with the Termination and Cancellation clause and to pursue any other remedies available at law or in equity.
- 2.4 All payments made under this Agreement are non-refundable and non-creditable, except as specifically provided in this Agreement or as required by applicable law.

2.2 This Agreement provides the End-User with only a limited use License, and all intellectual property rights, title, and interests in and to the Software and any accompanying documentation, including any updates, enhancements, and modifications thereto, remain exclusively with the Company, and no interest therein is conveyed to the End-User under this Agreement.

3. PERMITTED USE

3.1 Subject always to the restrictions in this Agreement, as purchaser of the authorized copy of the Software, the End-User may:

3.1.1 where the End-User is the purchasing entity, load the Software onto and use it on a single computer of the type identified on the package which is/are owned by the End-User, or under the direct control of the End-User;

3.1.2 where the End-User is an individual as purchaser, load the Software onto and use it on a single computer of the type identified on the package which is under the End-User's control;

3.1.3 copy the Software for backup and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in the End-User's possession and that the End-User's installation and use of the Software does not exceed that allowed by this Agreement.

4. RESTRICTIONS

4.1 The End-User shall, neither itself nor permit others, either directly or indirectly, to:

4.1.1 Log in through the End-User's account or share the administrative account login or password;

4.1.2 Rent, lease, sub-license or make or distribute copies of the Software or charge a royalty for the use of the Software, or use the Software to provide bureau,

application service provider, marketing, training, or consulting services related to the Software to any third party, except as permitted by this Agreement;

- 4.1.3 Without the express written consent of the Company, modify the Software or any component part thereof, disassemble or decompile the Software or otherwise derive source code from the Software, reverse engineer the Software, merge the Software with or into another product or other software, or create derivative works based on the Software; or
- 4.1.4 Create copies of the Software, in entirety or partially, solely for backup or archival purposes as explicitly permitted in this Agreement, provided that such copies bear the Company's proprietary notices in the same form as on the original and are not used for any other purpose;
- 4.1.5 Use any backup copy of the Software solely for the purpose of replacing the original copy in the event that it is destroyed or becomes defective;
- 4.1.6 Copy the written materials (except as provided by this Agreement) accompanying the Software;
- 4.1.7 Adapt, modify, delete or translate the written materials accompanying the Software in any way for any purpose whatsoever;
- 4.1.8 Transfer or assign the Software or any copy thereof or any documentation (whether provided in print or digital form) to a third party, including any third-party individual or third-party entity, without the prior written consent of the Company;
- 4.1.9 Vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

5. INTELLECTUAL PROPERTY

- 5.1 The End-User agrees that the Software, Company website and all services provided by the Company are the property of the Company, including all copyrights, trademarks,

trade secrets, patents, and other intellectual property (“Company IP”). The End-User agrees that the Company owns all rights, title and interest in and to Company IP and that the End-User will not use the Company IP for any unlawful or infringing purpose. The End-User agrees not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without prior express written permission from the Company.

- 5.2 The End-User acknowledges and agrees that any unauthorized use, reproduction, or distribution of the Company's Intellectual Property, as defined in this Agreement, is strictly prohibited and shall constitute a material breach of this Agreement. Such unauthorized use includes, but is not limited to, any form of copying, distribution, or creation of derivative works without the express written permission of the Company. In the event of any such unauthorized use, the Company reserves the right to terminate this Agreement with immediate effect, without prejudice to any other rights or remedies the Company may have at law or in equity. Upon termination for this reason, the End-User must cease all use of the Software and destroy all copies of the Software and any related documentation in its possession or control.

6. UNDERTAKINGS AND TITLE

- 6.1. The End-User undertakes to:

- 6.1.1 Ensure that, prior to use of the Software by the End-User's employees or agents, all such parties are notified of the terms of this Agreement and the License granted under it;
- 6.1.2 Reproduce and include the Company's copyright notice on all and any copies of the Software, including any partial copies of the Software;
- 6.1.3 Hold all drawings, specifications, data (including object and source codes, software listings and all other information relating to the Software) confidential and not at any time, during the License or after its expiry, disclose the same

(whether directly or indirectly) to any third party without the Company's prior written consent.

6.1.4 As the Company's licensee, the End-User owns only the disk or medium on which the Software is recorded or fixed. The End-User may retain the media on any termination of this Agreement and the License granted under it, provided the Software is erased. The Company shall at all times retain ownership of the Software.

7. REVERSE ENGINEERING AND SECURITY

7.1. The End-User agrees not to undertake any of the following actions:

7.1.1 Reverse engineer, or attempt to reverse engineer, decompile or disassemble the Software or any code within or related to the Software or the Company website or reduce the Software to a human-perceivable form;

7.1.2 Violate the security of the Software through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network;

7.1.3 Copy or otherwise distribute copies of the Software unlawfully, such as through any peer-to-peer network or other intellectual property circumvention tool.

8. LIABILITY AND INDEMNIFICATION

8.1. The End-User agrees that it has, under this Agreement, assumed the entire risk of selection, installation, and use of the Software. The Company's aggregate liability for direct loss or damage to the End-User shall not exceed the original amount paid by it for the Software.

8.2. In no event shall the Company be liable to the End-User for (i) indirect, special, incidental or consequential damages, or (ii) any loss of revenue, profits or anticipated

savings, wasted management time, or any lost or destroyed data arising in connection with this Agreement or the License granted hereunder.

- 8.3. The Company shall not be liable in contract, negligence, or otherwise for (i) any claims which arise out of viruses or any other similar disabling software which affect the performance or quality of the Software, (ii) the accuracy or content of results produced by the Software, (iii) the storage and preservation of any data (whether accessed by or forming output from the Software or any use to which the Software is put), (iv) the results of any use to which the Software or the accompanying documentation are put (and the use of any such results) or, (v) the operation of any software in relation to which the End-User may use the Software.
- 8.4. Nothing in this Agreement limits liability for fraudulent misrepresentation or the Company's liability to the End-User in the event of death or personal injury resulting from the Company's negligence.
- 8.5. The End-User hereby acknowledges and agrees that the limitations contained in this clause are reasonable in the light of all the circumstances.
- 8.6. The Company will not be held liable for any errors, malfunction, or other issues arising from the use of the Software, services on or in connection with devices that have been tampered with or altered from the manufacturer's original specifications, including but not limited to, rooted or jailbroken devices, or use of modified versions of the operating system (collectively, "Modified Devices"). Any use of the Software and services on and through Modified Devices will be solely and exclusively at the End-User's risk and liability.
- 8.7. The End-User agrees to indemnify, defend, and hold the Company, its suppliers, licensors, and third parties harmless from any and all liabilities, losses, damages, claims, and expenses, inclusive of reasonable attorneys' fees and expenses, arising out of or related to the End-User's violation of this End-User License Agreement, or the use of the Software, website, documents, or services, or for any claims made against the Company by any third party resulting from the End-User's use of the website. The End-User

agrees that the indemnification of the Company inures to the benefit of the officers, directors, employees, and agents of the Company and its successors in interest.

9. PRIVACY POLICY

9.1. The Company acknowledges the importance of privacy and is committed to protecting the personal information of the End-User in compliance with global privacy laws such as GDPR, CCPA and LGPD. The End-User agrees that the Company may collect, use, store, and process personal information provided by the End-User in relation to the use of the Software, subject to the terms of this privacy policy.

9.1.1 Collection of Personal Information: The Company may collect necessary personal information for the provision of the Software, which may include, but is not limited to, the End-User's name, contact details, email address, payment information, and other pertinent information indirectly related to the use of the Software, such as IP address, device information, and usage metrics. The collection of this information will be conducted in a lawful, fair, and transparent manner and is essential for the performance of the Agreement and to provide the End-User with the necessary support and updates.

9.1.2 Use of Personal Information: The Company may use the collected personal information to enhance the provision of the Software, which includes, but is not limited to, ensuring the Software's proper functioning, providing customer support, and informing the End-User of any updates or modifications to the Software. The Company will use the collected personal information for purposes related to the performance of this Agreement, including to facilitate the provision of the Software, customer support, software updates, and billing. Additionally, the Company may use this information for improving the Software, analyzing usage trends, and marketing purposes, provided such use is in compliance with applicable laws and with the End-User's consent where required.

9.1.3 Sharing of Personal Information: The Company will not share the End-User's personal information with third parties, except as required to provide the Software, comply with the law, or protect the rights, property, or safety of the Company, its users, or the public. Any sharing of personal information will be done in accordance with applicable privacy

laws. The Company will not sell, rent, or otherwise disclose the End-User's personal information to third parties for their marketing purposes without the End-User's explicit consent.

9.1.4 Data Security: The Company is committed to the security of the End-User's personal information. As such, it implements appropriate technical and organizational measures, in compliance with applicable laws, to protect the End-User's personal information from unauthorized access, use, alteration, and disclosure.

9.1.5 International Transfers: Given the global nature of the Company's operations, the End-User acknowledges that the Company may transfer personal information to countries outside of the End-User's country of residence, which may have different data protection laws. The Company will ensure that appropriate safeguards are in place for such transfers in accordance with applicable privacy laws.

9.1.6 Rights of the End-User: The End-User holds specific rights concerning their personal information, which include, but are not limited to, the right to access, correct, delete, or transfer their personal information, and the right to object to or limit certain processing activities. Where the processing of personal information is based on consent, the End-User has the right to withdraw consent at any time.

9.1.7 Updates to Privacy Policy: The Company reserves the right to revise this privacy policy from time to time. Any changes will take effect immediately upon their posting on the Company's website. The End-User's continued use of the Software will be deemed as their acceptance of the updated policy.

9.1.8 Contact Information: For any questions or concerns regarding this Privacy Policy or the handling of personal information, the End-User may contact the Company at the address provided in this Agreement.

9.2 This privacy policy constitutes an integral part of the Agreement between the Company and the End-User pertaining to the use of the Software and is to be read in conjunction with it.

9.3 By using the Software, the End-User acknowledges that they have read, understood, and agreed to this Privacy Policy.

10. SPAM POLICY

The End-User is strictly prohibited from using the Software, or any of the Company's services, to engage in any form of illegal spam activities, which include, but are not limited to, gathering email addresses and personal information from others or sending unsolicited mass commercial emails.

11. LIMITATION ON LIABILITY

The Company's liability for any special, incidental, or consequential damages that may be incurred by the End-User due to the possession, use, or malfunction of the Software, including, but not limited to, damages to property, loss of goodwill, computer failure or malfunction, is limited to the maximum extent permitted by applicable law. This section applies to any and all claims by the End-User, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

12. ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by the End-User. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

13. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

No Agency, Partnership, or Joint Venture has been created between the Parties as a result of this Agreement. No Party has an authority to bind the other to third parties.

14. WARRANTY

- 14.1 The Software is provided “as is” with no warranties, expressed or implied, except for warranties that cannot be disclaimed under applicable law. The Company does not warrant that the Software will meet the End-User's requirements or that the operation of the Software will be uninterrupted or error-free.
- 14.2 There is no warranty by the Company that the Software will meet the requirements or that the operations of the Software will be uninterrupted or error-free.
- 14.3 The End-User assumes all responsibility and risk for the selection of the Software to achieve the intended results and for the installation, use and results obtained from it.

15. FAILURE TO PAY

If the End-User fails to make payment of the License fee as required by this Agreement, the Company reserves the right to suspend or terminate this Agreement, unless the End-User makes payment in full within a grace period of 10 days. Until such payment is made, the End-User shall not be allowed to use the Software.

16. TERMINATION AND CANCELLATION

This Agreement is effective from the first date the End-User installs the Software. The End-User may terminate this Agreement at any time on 30 days written notice to the Company and by permanently deleting, destroying and returning, at its own cost, the Software, all backup copies and all related materials provided by the Company. Once the Agreement is terminated, the End-User must stop using the Software and immediately delete all the Software associated materials already copied and/or installed on the device or computer.

17. FORCE MAJEURE

The Company is not liable for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, epidemics, pandemics (as defined by the World Health Organization), electronic viruses or corrupting microcode, fire, flood, accident, strikes, inability to secure transportation, failure of communications

networks, provided the Company promptly notifies the End-User and uses reasonable efforts to correct such failure.

18. AMENDMENT OF AGREEMENT

This Agreement may be amended by a written resolution setting forth in detail the amendment and signed by both Parties, or by a unilateral amendment by the Company after providing a 30 day notice to the End-User.

19. REPRESENTATIONS AND WARRANTIES

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

20. WAIVER

The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

21. SEVERABILITY

In the event that any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement, and all other provisions should continue in full force and effect as valid and enforceable.

22. ALTERNATIVE DISPUTE RESOLUTION (ADR)

22.1 The Parties to this Agreement agree to attempt in good faith to resolve any conflicts, disputes, or claims arising out of this Agreement by negotiation between senior executives or officials.

22.2 If the dispute cannot be resolved through negotiation, the Parties mutually agree to resolve any disputes, controversies, or claims arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, enforceability, or validity, through Alternative Dispute Resolution (ADR) methods prior to seeking resolution through litigation. The ADR methods to be utilized may include, but are not limited to, mediation and arbitration as outlined below:

22.2.1 Mediation: In the event of a dispute, the Parties shall first attempt to resolve the matter through mediation. A neutral third-party mediator will be mutually selected by the Parties. The mediation process shall be initiated by a Party providing written notice to the other Party of its intent to mediate. The mediation shall be conducted in accordance with the mediation rules of the Australian Centre for International Commercial Arbitration (ACICA), and the location of the mediation shall be Victoria, Australia, unless otherwise agreed by the Parties. Each Party shall bear its own costs in the mediation, and the Parties shall equally share the fees of the mediator.

22.2.2 Arbitration: If mediation does not successfully resolve the dispute within sixty (60) days of the initiation of the mediation, or if either Party refuses or fails to participate in mediation, the dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties, or, failing such agreement within thirty (30) days from the end of mediation, an arbitrator shall be appointed by the ACICA. The arbitration shall be held in Victoria, Australia, and shall be conducted in English, in accordance with the Arbitration Rules of the ACICA. The decision of the arbitrator shall be final and binding upon the Parties, and the arbitrator shall have the authority to award any remedy or relief that a court of the State of Victoria could order or grant. Each Party shall bear its own costs in the arbitration, and the Parties shall equally share the arbitration fees, unless the arbitrator decides otherwise as part of the award.

22.3 The Parties agree that any mediation or arbitration proceedings conducted pursuant to this clause shall be treated as confidential, including the existence of the proceedings, any disclosures made during the proceedings, and the outcome of the proceedings, except as required by law or as necessary to enforce the arbitration award.

22.4 Nothing in this clause shall preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction in Victoria, Australia, as necessary to protect the Party's rights or property pending the completion of ADR.

22.5 This ADR clause shall survive the termination or expiration of this Agreement.

23. BINDING EFFECT OF LOG-IN

23.1 By logging into the Software, the End-User acknowledges and agrees that such action constitutes an affirmative act of acceptance of this End-User License Agreement and its terms and conditions.

23.2 The End-User thereby binds itself to comply with all obligations, terms, and conditions contained herein. This acceptance is effective upon the End-User's first use or log-in to the Software and continues to bind the End-User for the duration of their use of the Software.

23.3 The End-User further agrees that this act of logging into the Software is equivalent to a digital signature on this Agreement, thereby legally binding the End-User to adhere to all terms, conditions, obligations, affirmations, representations, and warranties set forth herein.

23.4 The End-User acknowledges that failure to comply with these terms and conditions may result in legal liability and the termination of the License granted under this Agreement.

24. LANGUAGE AND GOVERNING LAW

24.1 In the event of a dispute or conflict between the Parties, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Victoria, Australia.

24.2 The Parties hereto acknowledge that they requested that this Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in

English, and that any proceedings between the Parties relating to this Agreement be drafted in English.

25. ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes and extinguishes –

25.1.1 all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter; and

25.1.2 any terms and conditions noted on invoices, purchase orders or other documents, or otherwise imposed by the Company including where such terms are entered into after the Effective Date.

25.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

25.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

IAWS PTY LTD

END-USER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title