

This Agreement

- Please read this EULA carefully; it is a legal agreement between you and Robert Bird Group Pty Ltd (ABN 67 010 580 248) ("RBG").
- 2. Unless the user is using the Software on behalf of a corporate entity which, at the time of use, has agreed to alternative licence terms, this EULA governs your use of the Software whether you've obtained the Software directly from RBG or indirectly through an RBG authorised distributor.
- 3. If you do not agree to the terms of this EULA, you must not click "Login" or "Accept" and must not otherwise download or use the Software.
- 4. If you are entering this EULA on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions.
- 5. This EULA applies only to the Software supplied by RBG, regardless of whether other software is referred to or described in these terms or in the Software. By use of the word "Software", this EULA also apply to any RBG updates, supplements, internet-based services, and support services for the Software, unless other accompanying terms and conditions are provided.

Your Rights and Obligations

- 6. RBG grants you a revocable, non-transferable, non-exclusive, limited licence to use a single instance of the Software in accordance with the terms of this EULA and, if subject to subscription fees, is subject to maintaining a current subscription ("Your Licence").
- 7. You may not sub-license the Software but you may distribute any output generated from the Software (such as images or animations).
- 8. You are responsible for ensuring your device meets the minimum requirements to run the Software.
- 9. Except as explicitly granted herein, all other uses are prohibited. For the avoidance of doubt, you are not permitted to:
 - edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit
 the whole or any part of the Software to be combined with or become incorporated in any other
 software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such
 things;
 - b. reproduce, copy, distribute, redistribute, resell, rent, lease, loan, supply, publish or otherwise use the Software for any commercial purpose;
 - c. allow any third party to use the Software on behalf of or for the benefit of any third party;
 - d. use the Software in any way which breaches any applicable local, national or international law;
 - e. unless you receive our prior written consent (which we may provide with conditions or withhold in our absolute discretion), distribute any QR codes, hyperlinks or links of any nature connected to the Software or content created by RBG;
 - f. use the Software for any purpose that RBG considers (in its sole discretion) is a breach of this EULA; or
 - g. remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software. You will be responsible for the security of copies of the Software supplied to you under this EULA (or created from such copies) and must use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

Rights and Obligations

- 10. RBG and its licensors retains all rights, title and interests in the Software and any modifications or derivative works, including all Intellectual Property Rights. Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from RBG to you.
- 11. RBG IS NOT OBLIGED TO PROVIDE MAINTENANCE SERVICES OR SUPPORT SERVICES TO YOU OR TO THE SOFTWARE. THE SOFTWARE IS PROVIDED AS IS AND AS AVAILABLE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WHILE RBG USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION, THE INFORMATION AND SOFTWARE MAY CONTAIN FACTUAL OR TYPOGRAPHICAL



- ERRORS, AND WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF SUCH INFORMATION. RBG AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SERVICES, OR ANY PART THEREOF, WILL OPERATE UNINTERRUPTED OR ERROR-FREE. THE SOFTWARE AND INFORMATION CONTAINED IN THE SOFTWARE MAY BE CHANGED AT ANY TIME WITHOUT NOTICE.
- 12. RBG reserves the right at any time and without notice to modify, suspend or discontinue, temporarily or permanently, your License, the Software or any service to which it connects, without liability to you.
- 13. All trademarks, service marks, logos, trade names and any other proprietary designations of RBG and its licensors used herein are trademarks or registered trademarks of RBG and its licensors. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Acknowledgements and Warranties

- 14. You acknowledge that:
 - complex software is never entirely free from defects, errors and bugs; and subject to the other
 provisions of this EULA, RBG gives no warranty or representation that the Software will be wholly free
 from defects, errors and bugs;
 - b. complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, RBG gives no warranty or representation that the Software will be entirely secure;
 - c. RBG does not warrant or represent that the Software will be compatible with any other software;
 - d. RBG will not provide any engineering, technology, legal, financial, accountancy or taxation advice under this EULA or in relation to the Software; and, except to the extent expressly provided otherwise in this EULA, RBG does not warrant or represent that the Software or the use of the Software by you will not give rise to any legal liability on your part or in relation to any other person.
- 15. You warrant that you have the legal right and authority to enter this EULA and to perform your obligations under this EULA.
- 16. You agree to indemnify and hold RBG (and its directors, officers, employees, agents and contractors) harmless from any and all liabilities, damages, losses, costs and expenses (including legal expenses on a solicitor client basis) suffered or incurred by RBG and arising directly or indirectly as a result of your use of the Software (excluding the Content) or any breach of this EULA.
- 17. RBG will not be liable to you or any third party in respect of any loss, liability, cost, expense, damage, fine, penalty, claim or damage, including (without limitation) any indirect loss, special loss, consequential loss, loss of revenues, loss of reputation, loss of profits, loss of bargain, loss of actual or anticipated savings, lost opportunities (including opportunities to enter into arrangements with third parties) and loss or corruption of data, databases or software, whether arising out of or in connection with this EULA, under statute, in tort (for negligence or otherwise), under an indemnity or any other basis in law or equity.
- 18. To the maximum extent permitted by law, we exclude all warranties (whether express, implied or statutory) relating in any way to the Software. Our total liability for breach of any implied warranty which cannot be excluded by law is limited to the re-supply of that part of the Software or, in our sole and absolute discretion, the payment of the costs of having an equivalent service supplied again.
- 19. All the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

Termination

- 20. RBG may, in its sole discretion, at any time and for convenience, suspend or terminate this EULA without prior notice.
- 21. This EULA will terminate immediately, without prior notice from RBG, if you fail to comply with any provision of this EULA.
- 22. You may terminate this EULA by providing 30 days written notice to RBG or by deleting the Software and all copies thereof from your device (including mobile device, desktop computer system and/or computer server).
- 23. Upon termination of this EULA, Your Licence shall automatically terminate, and you must cease all use of the Software.
- 24. On termination you must irrevocably delete from all computer systems in your possession or control all copies of the Software, and, on request from RBG, must certify that you have complied with this clause by



way of a binding statutory declaration.

General

- 25. No breach of any provision of this EULA shall be waived except with RBG's express written consent.
- 26. If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 27. This EULA may be varied by RBG in its sole discretion. It is your responsibility to review and accept this EULA each time you access the Software. Your continued access to and use of the Software will be deemed to be your acceptance of the version of these terms and conditions current at the time you access the Software.
- 28. You agree that RBG may assign our contractual rights and obligations under this EULA to any third party. You must not, without RBG's prior written consent, assign, transfer or otherwise deal with any of your contractual rights or obligations under this EULA.
- 29. This EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 30. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.
- 31. This EULA is governed by and must be construed in accordance with the laws of Queensland, Australia. You irrevocably and unconditional submit to the exclusive jurisdiction of the courts of Queensland, Australia.

Definitions

Content means calculation and work performed by RBG, under separate terms and conditions, which is embedded in the Software.

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

Maintenance Services means the supply to you and application to the Software of Updates and Upgrades.

Related Entities means:

- Robert Bird Group (New Zealand) Limited;
- Robert Bird Group (Malaysia) Sdn Bhd;
- Robert Bird Group Hong Kong Limited;
- Robert Bird Group Pty Ltd (Dubai Branch);
- Robert Bird & Partners Limited;
- · Robert Bird Group (USA), Inc.; and
- any other wholly owned entities of any of the above companies.

Source Code means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software.

Support Services means support in relation to the use of the Software and the identification and resolution of errors in the Software, including the provision of training services whether in relation to the Software or otherwise.

Update means a hotfix, patch or minor version update to the Software.



Upgrade means a major version upgrade of the Software.

Document Number	Issue	Approved Date
T-CLR170101_RBG	1	03/11/2023
Document Owner		Authorised By
Group Legal Counsel		Jason Beutel (CEO)
		P-