

These Authorised End User Terms & Conditions for using a VeroGuard (VeroCard) Subscription Service (**VeroCard Terms & Conditions**) apply to the **VeroCard Subscription Service** and each **VeroGuard (VeroCard) Application Subscription Service** (each, a **VeroGuard (VeroCard) Subscription Service**) and are the terms and conditions that govern the use by an Authorised End User of the VeroGuard (VeroCard) Subscription Service.

These VeroCard Terms & Conditions are a legally binding document between Supplier, the Authorised End User and the Customer that has nominated the Authorised End User (if applicable).

Each time that an Authorised End User uses any VeroGuard (VeroCard) Subscription Service, these VeroCard Terms & Conditions (including the End User Licence Agreement and the Software Maintenance Agreement) apply to that use by reference, except to the extent all or any portion of a VeroGuard (VeroCard) Subscription Service or the Software is (a) the subject of a separate written agreement with Supplier or (b) governed by a third party licensor's terms and conditions. These VeroCard Terms & Conditions may only be varied by Supplier documenting the variations in writing.

By:

- (a) **the Customer clicking on the "Agree" or "Accept" or similar button when placing a Purchase Order for a VeroGuard (VeroCard) Subscription Service; and**
- (b) **if the VeroGuard (VeroCard) Subscription Service is the VeroCard Subscription Service, the Authorised End User of the VeroCard Subscription Service proceeding with the installation, downloading, use or reproduction of the Software on the End User Own Device, or authorising any other person to do so,**

the Customer and the Authorised End User are each expressly representing to Supplier that they are (i) agreeing that the terms of these VeroCard Terms & Conditions (including the End User Licence Agreement and the Software Maintenance Agreement) will govern the relationship of the parties with regard to the subject matter in these VeroCard Terms & Conditions and (ii) waiving any rights, to the maximum extent permitted by applicable law, to make any claim anywhere in the world against Supplier concerning the enforceability or validity of these VeroCard Terms & Conditions.

If the Authorised End User does not have authority from Customer to agree to the terms of these VeroCard Terms & Conditions (including the End User Licence Agreement and the Software Maintenance Agreement), or does not accept the terms of these VeroCard Terms & Conditions, click on the "Cancel" or "Decline" or other similar button at the end of these VeroCard Terms & Conditions and/or immediately cease any further attempt to install the Software.

If the Authorised End User or Customer does not agree to the terms of VeroCard Terms & Conditions (including the End User Licence Agreement and the Software Maintenance Agreement), the Authorised End User may not use any of the VeroGuard (VeroCard) Subscription Services, including the VeroCard or the Software.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL VEROGUARD (VEROCARD) SUBSCRIPTION SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions in Customer Agreement

Terms used in these VeroCard Terms & Conditions that are defined in the Customer Agreement have the same meaning when used in these VeroCard Terms & Conditions.

1.2 Definitions

In addition to clause 1.1, in these VeroCard Terms & Conditions and each Supply Agreement, unless the contrary intention appears from the context:

Authorised End User means a person who, or entity that, uses a VeroGuard (VeroCard) Subscription Service, being each of:

- (a) Customer, where it or they are provided with a VeroCard and has or have registered a VeroID; and



- (b) if applicable, each Customer Personnel who has been:
 - (i) provided (by or at the direction of Customer) with a VeroCard; and
 - (ii) is authorised by Customer to:
 - (A) register and has registered, a VerolD; and
 - (B) use the VeroGuard (VeroCard) Subscription Service;

Authorised End User Content means any of the Authorised End User's files, documents, recordings and other information that is uploaded to the Authorised End User's account for storage, or is used, presented or shared with third parties in connection with VeroCards;

Confidential Information means all Intellectual Property Rights and any other information, documentation, trade secrets, know-how, scientific, technical, device, market, pricing and information relating to the supply of a VeroGuard (VeroCard) Subscription Service and the current or future business interests, methodology or affairs of Supplier (or any Related Body Corporate of Supplier) that:

- (a) is reasonably regarded as confidential or which is identified as being confidential, but excluding information that is in the public domain otherwise than by breach of obligations owed by the recipient Party or third parties to Supplier; and
- (b) which is disclosed to the recipient Party or third parties by Supplier;

Cookie Policy means the cookie policy published on the Website from time to time;

Corporations Act means the *Corporations Act 2001* (Cth);

Customer means the person or entity that has executed a Customer Agreement with Supplier and nominated, if applicable, the Authorised End User to use one or more VeroGuard (VeroCard) Subscription Services;

Customer Agreement means a Customer VeroGuard (VeroCard) Subscription Services Agreement between Supplier and Customer for the supply, by Supplier, of one or more VeroGuard (VeroCard) Subscription Services to Customer and the Authorised End User;

Documentation means:

- (a) any documentation and manuals supplied by Supplier to the Authorised End User from time to time; and
- (b) the then-current generally available written user manuals and online help and guides for the Software provided by Supplier which may include associated media, printed materials, "online" or electronic documentation and Internet-based services;

End User License Agreement means the end user licence agreement for the Software that is set out in Annexure A and as amended from time to time by Supplier and posted on the Website;

End User Own Device means each computer, tablet or phone to be used by an Authorised End User to access a VeroGuard (VeroCard) Subscription Service;

Nominated Collection Point means, for residents of Australia, an Australia Post location or, for anyone resident outside of Australia, an approved collection point in the jurisdiction that the Authorised End User resides in, or Supplier otherwise agrees to, which is one of the locations noted on the Website as an approved collection point in that jurisdiction;

Parties means Supplier and the Authorised End User of a VeroGuard (VeroCard) Subscription Service and **Party** means any one of them;

Privacy Policy means the privacy policy published on the Website from time to time;

Software Maintenance Agreement means the software maintenance agreement for the Software that is set out in Annexure B and as amended from time to time by Supplier and posted on the Website;

Substantial Breach means a breach by an Authorised End User of the Authorised End User's obligations under any of clauses 1 and 6 or clause 4 of Schedule 1 inclusive;

Third Party IP means all Intellectual Property Rights of any third party;

1.3 Interpretation

The interpretation provisions in the Customer Agreement apply in these VeroCard Terms & Conditions.



2. VEROGUARD (VEROCARD) SUBSCRIPTION SERVICES

2.1 Terms of supply

The Authorised End User agrees that the supply of a VeroGuard (VeroCard) Subscription Service is governed by, and the Authorised End User will comply with each of, the terms and conditions set out:

- (a) in the case of a VeroCard Subscription Service, in Schedule 1;
- (b) in the case of a VeroIdentity Subscription Service, in Schedule 2; and
- (c) in the case of a VeroVault Subscription Service, in Schedule 3.

2.2 Permitted use

The Authorised End User agrees to use a VeroGuard (VeroCard) Subscription Service only as permitted in the relevant Supply Agreement.

2.3 Privacy and Cookies

The Authorised End User acknowledges that they have read and understand the Privacy Policy and the Cookie Policy, but acknowledge that neither the Privacy Policy nor the Cookie Policy form part of these VeroCard Terms & Conditions.

2.4 Default of Authorised End User

Without prejudice to any of Supplier's other rights under a Supply Agreement, if Customer or the Authorised End User:

- (a) breaches any term of that Supply Agreement; or
- (b) causes a Substantial Breach and such breach is not remedied within 10 Business Days or is incapable of being remedied,

then Supplier may, in its absolute discretion and without further liability to the Authorised End User, exercise any of Supplier Remedies in relation to that Supply Agreement, including the termination of the supply of the VeroGuard (VeroCard) Subscription Service.

3. AUTHORISED END USER CONTENT

- (a) The Authorised End User retains all rights to the Authorised End User Content and Supplier does not own or license the Authorised End User Content.
- (b) The Authorised End User grants Supplier a non-exclusive, worldwide, royalty-free, license to use, modify, reproduce and distribute the Authorised End User Content, only as required to provide a VeroGuard (VeroCard) Subscription Service to which the Authorised End User has subscribed, and the Authorised End User warrants that:
 - (i) the Authorised End User has the right to grant Supplier the license, and
 - (ii) none of the Authorised End User Content infringes on the rights of any third party.
- (c) Each Party agrees to apply reasonable technical, organisational and administrative security measures to keep the Authorised End User Content protected in accordance with industry standards.
- (d) Supplier will not view, access or process any of the Authorised End User Content, except:
 - (i) as directed or instructed by the Authorised End User, or
 - (ii) as required to comply with Supplier' policies, applicable law, or governmental request.
- (e) The Authorised End User agrees to comply with all legal duties applicable to the Authorised End User as a data controller by virtue of the submission of the Authorised End User Content within a VeroGuard (VeroCard) Subscription Service.
- (f) Notwithstanding anything to the contrary, this clause 3 expresses the entirety of Supplier obligations with respect to the Authorised End User Content.



4. INTELLECTUAL PROPERTY

4.1 Acknowledgment as to Supplier IP

Each Authorised End User acknowledges that:

- (a) all Supplier IP embodied in or in connection with a VeroGuard (VeroCard) Subscription Service and any related Documentation, parts, VeroCards, the VeroGuard Platform Software or the Software are the sole property of Supplier or its suppliers; and
- (b) all Supplier IP or its suppliers may only be used by Customer and the Authorised End User with the express written consent of Supplier or its suppliers during the continuance of any relevant sale, and such consent extends only to use essential for the purposes stated in it.

4.2 Restrictions on Authorised End User

No Authorised End User may register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Supplier or its suppliers in connection with the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service.

4.3 Authorised End User obligations

An Authorised End User:

- (a) must not cause or permit anything which may interfere with, damage or endanger Supplier IP, Improvements or any Third Party IP, or assist or allow others to do so;
- (b) must immediately advise Supplier and Customer when the Authorised End User becomes aware of any unauthorised use or attempted use by any person of Supplier IP or Third Party IP;
- (c) immediately following termination of a Supply Agreement, must discontinue the use of all Supplier IP and Third Party IP relating to that Supply Agreement; and
- (d) acknowledges that Supplier at all times remains the owner of all Supplier IP and that a Supply Agreement does not prevent limit or restrict Supplier from using or exploiting Supplier IP and Authorised End User IP at any time.

5. SUPPLIER'S LIABILITY

5.1 Supplier liability

- (a) Supplier's entire liability and an Authorised End User's exclusive remedy under this agreement will be for Supplier, at its option, to remedy the non-compliance or, if the VeroGuard (VeroCard) Subscription Service is a VeroCard Subscription Service, to replace the affected VeroCards within a reasonable time.
- (b) The foregoing clause does not void any supplementary remedies made available to an Authorised End User by a third party with respect to which Supplier will have no liability or obligation.

5.2 Limitation on direct damages

Supplier's total liability, and an Authorised End User's sole and exclusive remedy, for any claim of any type whatsoever, arising out of the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service is limited to proven direct damages caused by Supplier's sole negligence in an amount not to exceed:

- (a) \$20,000, for proven damage to real or tangible personal property; and
- (b) an amount equal to the previous 12 months monthly usage fees set out in the Customer Agreement paid by Customer for the VeroGuard (VeroCard) Subscription Service supplied to an Authorised End User for damage of any type not identified in clause 5.2(a) or otherwise excluded under the VeroCard Subscription Service Supply Agreement.

5.3 No indirect damages

Except with respect to claims regarding violation of Supplier's Intellectual Property Rights, none of the Authorised End User or Supplier have any liability to any of the others for any special, consequential, exemplary, incidental or indirect damages (including loss of profits, revenues, data and/or use, even if advised of the possibility thereof).



5.4 Limitation period

Unless otherwise required by applicable Law, the limitation period for claims for damages will be 12 months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

5.5 Continuation of limitations

The foregoing limitations will apply even if any warranty or remedy provided under a Supply Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Authorised End User.

6. INDEMNITY

6.1 Indemnity

Subject to clause 5.3, the Authorised End User agrees to indemnify Supplier and Supplier's Personnel against any Claims of any nature whatsoever in connection with or arising out of any or all of the following:

- (a) breach by the Authorised End User of any warranties, terms or conditions of a Supply Agreement or the VeroCard Terms & Conditions;
- (b) incorrect application of any of the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service by the Authorised End User or information given by the Authorised End User to anyone relation to any of the Software, VeroCards or the VeroGuard (VeroCard) Subscription Service;
- (c) any loss or damage to any of the Software, VeroCards or a VeroGuard (VeroCard) Subscription Service or to property of any person (including the Authorised End User's property) or for any injury to, or death, illness or incapacitation of any person, arising from, contributed to or caused by or in relation to the Authorised End User's use, maintenance, possession or storage of any of the Software, VeroCards or a VeroGuard (VeroCard) Subscription Service and whether occasioned by Supplier's negligence or otherwise;
- (d) delivery, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of any of the Software, VeroCards or a VeroGuard (VeroCard) Subscription Service, and by whomsoever used or operated (except where used by Supplier or any person on behalf of Supplier);
- (e) any reasonable action taken by Supplier to remedy a default of a Supply Agreement by the Authorised End User; or
- (f) all costs and legal expenses, stamp duties, debt collector fees and any other expenses, taxes or costs (on a full indemnity basis) reasonably incurred by Supplier in order to recover monies owing by the Authorised End User for a VeroGuard (VeroCard) Subscription Service for which payment has not been received.

6.2 Survival

The indemnity in clause 6.1 survives termination of a Supply Agreement by a Party for any reason.

6.3 Enforcement

It is not necessary for Supplier to incur expense or make payment before enforcing a right of indemnity against the Authorised End User conferred by a Supply Agreement.

7. GENERAL

7.1 Further assurances

Each Party must do or cause to be done all things necessary to give effect to a Supply Agreement and refrain from doing anything which might hinder performance of a Supply Agreement.

7.2 Relationship of Parties

Supplier is an independent contractor and a Supply Agreement does not:

- (a) constitute a partnership or a joint venture between the Parties;



- (b) authorise a Party to assume or create any obligations on behalf of another Party except as specifically permitted under the Supply Agreement; or
- (c) constitute a relationship between the Authorised End User and Supplier as that of employer and employee.

7.3 Severance

If the whole or any part of a provision of a Supply Agreement is invalid, illegal or unenforceable, then that provision will be severed from the Supply Agreement and will not affect the validity or enforceability of the remaining provisions of the Supply Agreement.

7.4 Waiver

The failure or delay by a Party to exercise any of its rights conferred upon that Party by a Supply Agreement will not operate as a waiver of its rights and will not prevent that Party from subsequently enforcing any right or treating any breach by the other Party as a repudiation of the Supply Agreement.

7.5 Successors and assigns

Each Supply Agreement binds and endures to the benefit of the Parties and their respective successors and permitted assigns.

7.6 Governing law

Each Supply Agreement is governed by and construed according to the laws of Victoria, Australia. The Parties submit themselves exclusively to the courts of competent jurisdiction and the courts of appeal in Victoria, Australia.



SCHEDULE 1 – SPECIFIC TERMS AND CONDITIONS APPLYING TO VEROCARD SUBSCRIPTION SERVICES

1. APPLICATION OF SCHEDULE 1

This Schedule 1 only applies to VeroCard Subscription Services.

2. ADDITIONAL DEFINITIONS USED IN SCHEDULE 1

In this Schedule 1:

VeroCard Damage Notification has the meaning in clause 5.2(a) of this Schedule 1;

VeroCard Damage Replacement means the replacement of a VeroCard that is damaged in accordance with clause 7.6(i)(B) of this Schedule 1;

VeroCard Defect Notification has the meaning in clause 5.1(a) of this Schedule 1;

VeroCard Defect Replacement means the replacement of a VeroCard that is defective in accordance with clause 7.6(i)(A) of this Schedule 1;

VeroCard Loss Notification has the meaning in clause 5.3(a) of this Schedule 1;

VeroCard Loss Replacement means the replacement of a VeroCard that has been lost by an Authorised End User in accordance with clause 5.3(b)(ii) of this Schedule 1; and

VeroCard Reactivation means the process of replacing and Activating a VerolD associated with a VeroCard and replacing a VerolD with another VerolD. This process will need to be followed when the Authorised End User no longer requires access to Customer's systems or the VeroCard of the Authorised End User is replaced due to reasons outlined in clause 5 of this Schedule 1;

3. HOW A VEROCARD SUBSCRIPTION SERVICE IS SUPPLIED

Supplier will only supply a VeroCard Subscription Service to Customer and the Authorised End User in accordance with the following process:

- (a) Customer must provide a Purchase Order to Supplier for the VeroCard Subscription Service and nominate the Authorised End User;
- (b) the VeroCard Subscription Service Supply Agreement for that VeroCard Subscription Service must be created in accordance with clause 1 of the agreement;
- (c) the Authorised End User must then complete the VerolD Registration Process, including nominating the Nominated Collection Point;
- (d) Supplier must then send the VeroCard to the Nominated Collection Point; and
- (e) the Authorised End User must access and complete the VeroCard Activation Process, including:
 - (i) attending in person at the Nominated Collection Point to verify their identity and collect the VeroCard;
 - (ii) installing the VeroGuard User Software on to each End User Own Device of the Authorised End User; and
 - (iii) registering their VerolD by completing the VerolD Registration.

4. SOFTWARE

4.1 Acknowledgements as to Software

The Authorised End User acknowledges that:

- (a) each VeroCard supplied to the Authorised End User under the VeroCard Subscription Service contains the Software; and
- (b) the Authorised End User will be provided with the Software for use with their VeroCard; and



- (c) the Software is provided on the condition that each of the following apply to the Authorised End User and that the Authorised End User will be bound by and observe each of:
 - (i) the End User Licence Agreement and
 - (i) the Software Maintenance Agreement.

4.2 Licence

Supplier grants the Authorised End User a personal, non-exclusive, non-sub-licensable, non-assignable and non-transferable license to use the Software solely as part of the Authorised End User's use of VeroCards and in accordance with the terms and conditions of the VeroCard Subscription Service Supply Agreement.

4.3 Authorised uses of Software

The Authorised End User:

- (a) may use the Software only as originally deployed onto and with a VeroCard;
- (b) may not separate the Software from the VeroCard or use the Software on another VeroCard;
- (c) may not distribute, license, sell, rent, or otherwise provide the Software to third parties; and
- (d) acknowledges that the Software may have bugs or security vulnerabilities and that Supplier does not warrant that the Software is error-free or that the Software or each VeroCard as a whole is free of all possible security vulnerabilities.

5. REPLACEMENT OF VEROCARDS – DAMAGE, DEFECTS OR LOSS

5.1 VeroCard Defect Notifications

- (a) If, at any time from the time an Authorised End User commences using a VeroCard to access the VeroCard Subscription Service, the Authorised End User is unable to use the VeroCard to access the VeroCard Subscription Service, Customer must notify Supplier and provide the VeroID for the particular VeroCard and as much detail as it can as to what the problem is (**VeroCard Defect Notification**).
- (b) Following receipt of a VeroCard Defect Notification under clause 5.1(a):
 - (i) Supplier will try to resolve the issue in accordance with the process posted on the Website; and
 - (ii) if Supplier is unable to resolve the issue set out in a VeroCard Defect Notification and the Authorised End User still cannot use the VeroCard to access the VeroCard Subscription Service:
 - (A) Supplier will send to the Authorised End User a replacement VeroCard in accordance with the process posted on the Website (**VeroCard Defect Replacement**);
 - (B) no fee is payable by Customer for the VeroCard Defect Replacement;
 - (C) the Authorised End User must undertake a VeroCard Reactivation for the new VeroCard; and
 - (D) no fee is payable by Customer for the VeroCard Reactivation for the new VeroCard.
- (c) Supplier's liability for any defective VeroCard notified under a VeroCard Defect Notification is limited to either (at Supplier' discretion) replacing the VeroCard or repairing the VeroCard, provided that Customer has returned the defective VeroCard to Supplier.

5.2 VeroCard Damage Notifications

- (a) If, at any time from the time an Authorised End User commences using a VeroCard to access the VeroCard Subscription Service, the Authorised End User is unable to use the VeroCard to access the VeroCard Subscription Service because the VeroCard has been damaged in any manner other than because the VeroCard has a defect, Customer must notify Supplier and provide the VeroID for the particular VeroCard and as much detail as it can as to what the damage is and how the damage occurred (**VeroCard Damage Notification**).



- (b) Following receipt of a VeroCard Damage Notification under clause 5.2(a)
 - (i) Supplier will try to resolve the issue in accordance with the process posted on the Website; and
 - (ii) if Supplier is unable to resolve the issue set out in a VeroCard Damage Notification and the Authorised End User still cannot use the VeroCard to access the VeroCard Subscription Service:
 - (A) Supplier will immediately disconnect the ability of the lost VeroCard to communicate with the VeroGuard Platform;
 - (B) Supplier will send to the Authorised End User a replacement VeroCard in accordance with the process posted on the Website (**VeroCard Damage Replacement**);
 - (C) Customer must pay Supplier the VeroCard Damage Replacement Fee set out in the Customer Agreement;
 - (D) the Authorised End User who receives the new VeroCard must undertake a VeroCard Reactivation for the VeroCard; and
 - (E) Customer must pay Supplier the VeroCard Reactivation Fee for the new VeroCard set out in the Customer Agreement.
- (c) Supplier's liability for any damaged VeroCard notified under a VeroCard Damage Notification is limited to either (at Supplier' discretion) replacing the VeroCard or repairing the VeroCard, provided that Customer has returned the damaged VeroCard to Supplier.

5.3 VeroCard Loss Notifications

- (a) If, at any time from the time an Authorised End User commences using a VeroCard to access the VeroCard Subscription Service, the VeroCard is lost, Customer must notify Supplier and provide the VerolD for the lost VeroCard and as much detail as it can as to how the VeroCard was lost (**VeroCard Loss Notification**).
- (b) Following receipt of a VeroCard Loss Notification under clause 5.3(a):
 - (i) Supplier will immediately disconnect the ability of the lost VeroCard to communicate with the VeroGuard Platform;
 - (ii) Supplier will send to the Authorised End User a replacement VeroCard in accordance with the process posted on the Website (**VeroCard Loss Replacement**);
 - (iii) Customer must pay Supplier the VeroCard Loss Replacement Fee set out in the Customer Agreement;
 - (iv) the Authorised End User who receives the new VeroCard must undertake a VeroCard Reactivation for the VeroCard; and
 - (v) Customer must pay Supplier the VeroCard Reactivation Fee for the new VeroCard set out in the Customer Agreement.

6. TITLE AND RISK

6.1 Title

- (a) Title in all VeroCards and any Software supplied to the Authorised End User by Supplier under a VeroCard Subscription Service will not pass to the Authorised End User and will remain the absolute property of Supplier.
- (b) The Authorised End User is not entitled to sell, transfer or otherwise dispose of any VeroCards supplied to the Authorised End User by Supplier under a VeroCard Subscription Service without the prior written consent of Supplier.



6.2 Risk

- (a) VeroCards supplied by supplied to the Authorised End User by Supplier under a VeroCard Subscription Service will be at the Authorised End User's risk immediately upon:
 - (i) collection of the VeroCards by the Authorised End User from the Nominated Collection Point; or
 - (ii) delivery of the VeroCards to Customer, Customer's agent or into Customer's custody or control.
- (b) Risk in the VeroCards supplied to the Authorised End User by Supplier under a VeroCard Subscription Service will remain with the Authorised End User at all times unless Supplier retakes possession of the VeroCards.
- (c) Following either:
 - (i) the termination of a VeroCard Subscription Service Supply Agreement under clause 1; or
 - (ii) the termination of a Casual Supply Agreement under clause 1,the Customer and the Authorised End User must, within 21 days, return to Supplier, at the location nominated by Supplier, all VeroCards in their possession relating to the VeroCard Subscription Service Supply Agreement or Casual Supply Agreement (as applicable).

7. WARRANTIES

7.1 VeroCard Subscription Service warranties

- (a) Supplier warrants that the VeroCard Subscription Service will:
 - (i) substantially conform to the applicable Documentation for the VeroCard Subscription Service; and
 - (ii) be free from malfunctions, errors or other defects until the expiration of the applicable warranty period.
- (b) Supplier does not warrant that:
 - (i) the operation of the VeroCard Subscription Service will be uninterrupted or error free;
 - (ii) the VeroCard Subscription Service will be free of viruses or other harmful mechanisms or that all programming errors can be found in order to be corrected;
 - (iii) all defects can be corrected; or
 - (iv) the VeroCard Subscription Service meets the Authorised End User's requirements, except if expressly warranted by Supplier in a written quote.

7.2 Software warranties

- (a) Supplier warrants that Software will:
 - (i) substantially conform to the applicable Documentation for the Software; and
 - (ii) be free from malfunctions, errors or other defects until the expiration of the applicable warranty period.
- (b) Supplier does not warrant that:
 - (i) the operation of Software will be uninterrupted or error free;
 - (ii) the Software will be free of viruses or other harmful mechanisms or that all programming errors can be found in order to be corrected;
 - (iii) all defects can be corrected; or
 - (iv) the Software meets the Authorised End User's requirements, except if expressly warranted by Supplier in a written quote.



7.3 VeroCard warranties

- (a) Except as expressly provided herein, Supplier provides VeroCards “as is”. By using VeroCards, the Authorised End User assumes all responsibility for and risk of use of the VeroCards.
- (b) Without limiting the scope of the foregoing, Supplier does not warrant that the VeroCards will function without defects or that the VeroCards are or will be free of viruses or other harmful mechanisms or that all programming errors can be found in order to be corrected.

7.4 Warranty limitations

- (a) To the maximum extent permitted by applicable law, and consistent with a VeroCard Subscription Service Supply Agreement, Supplier disclaims any liability or responsibility for the accuracy, errors, omissions, completeness or usefulness of the VeroCards, the VeroCard Subscription Service and any Software, procedure, method, apparatus, technical support or process provided to Customer or the Authorised End User in association with a VeroCard Subscription Service Supply Agreement.
- (b) Supplier, its affiliates, licensors, employees, distributors and resellers do not assume any responsibility for loss or damages resulting from the use of the product, the service or any information contained in any Documentation provided to Customer or the Authorised End User.
- (c) To the extent permitted by Law, the warranties referred to in clauses 7.1, 7.2 or 7.3 of this Schedule 1 are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
- (d) The warranties referred to in clauses 7.1, 7.2 and 7.3 of this Schedule 1 do not cover problems that arise from:
 - (i) accident or neglect by Customer or any third party;
 - (ii) any third party items or services with which any of the Software, the VeroCards, the Software or the VeroCard Subscription Service is used or other causes beyond Supplier’s control;
 - (iii) installation, operation or use not in accordance with Supplier’s instructions or the applicable Documentation;
 - (iv) use in an environment, in a manner or for a purpose for which any of the Software, the VeroCards or the VeroCard Subscription Service was not designed; or
 - (v) modification, alteration or repair by anyone other than Supplier or its authorised representatives.
- (e) Supplier has no obligation whatsoever for any of the Software, the VeroCards or the VeroCard Subscription Service that are installed or used beyond the licensed use.
- (f) The foregoing limitations will apply even if any warranty or remedy provided under a VeroCard Subscription Service Supply Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Authorised End User.

7.5 Australian Consumer Law

Nothing in a VeroCard Subscription Service Supply Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law and the Fair Trading Acts (as amended) in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.



8. SUPPLIER'S LIABILITY

8.1 Entire liability

Supplier's entire liability, and Customer and the Authorised End User's exclusive remedies, under the warranties described in clauses 7.1, 7.2 and 7.3 of this Schedule 1 will be for Supplier, at its option, to:

- (a) remedy the non-compliance; or
- (b) replace the affected VeroCards or Software,
within a reasonable time.

8.2 Supplementary remedies

Clause 8.1 of this Schedule 1 does not void any supplementary remedies made available to Customer or the Authorised End User by a third party with respect to which Supplier will have no liability or obligation.



SCHEDULE 2 – SPECIFIC TERMS AND CONDITIONS APPLYING TO VEROIDENTITY SUBSCRIPTION SERVICES

1. APPLICATION OF SCHEDULE 2

This Schedule 2 only applies to Veroidentity Subscription Services.

2. HOW A VEROIDENTITY SUBSCRIPTION SERVICE IS SUPPLIED

2.1 If supplied at same time as a VeroCard Subscription Service

If Customer subscribes for a VeroCard Subscription Service at the same time as the Veroidentity Subscription Service, then the Veroidentity Subscription Service will be supplied as part of the VeroCard Subscription Service process detailed in clause 3 of Schedule 1.

2.2 If supplied separately from a VeroCard Subscription Service

If Customer subscribes for a Veroidentity Subscription Service Supplier to be used on a VeroCard that has previously been supplied to an Authorised End User and for which a Supply Agreement is still current, Supplier will only supply the Veroidentity Subscription Service to Customer and the Authorised End User in accordance with the following process:

- (a) Customer must provide a Purchase Order to Supplier for the Veroidentity Subscription Service and nominate the Authorised End User;
- (b) the Veroidentity Subscription Service Supply Agreement for that Veroidentity Subscription Service must be created in accordance with clause 1 of the agreement;
- (c) the Authorised End User must then complete the Veroid Registration Process, including nominating the Nominated Collection Point; and
- (d) the Authorised End User must then access and complete the VeroCard Activation Process by:
 - (i) attending in person at the Nominated Collection Point to verify their identity; and
 - (ii) registering their Veroid by completing the Veroid Registration.

3. WARRANTIES

3.1 Veroidentity Subscription Service warranties

- (a) Supplier warrants that the Veroidentity Subscription Service will:
 - (i) substantially conform to the applicable Documentation for the Veroidentity Subscription Service; and
 - (ii) be free from malfunctions, errors or other defects until the expiration of the applicable warranty period.
- (b) Supplier does not warrant that:
 - (i) the operation of the Veroidentity Subscription Service will be uninterrupted or error free;
 - (ii) the Veroidentity Subscription Service will be free of viruses or other harmful mechanisms or that all programming errors can be found in order to be corrected;
 - (iii) all defects can be corrected; or
 - (iv) the Veroidentity Subscription Service meets the Authorised End User's requirements,except if expressly warranted by Supplier in a written quote.

3.2 Warranty limitations

- (a) To the maximum extent permitted by applicable law, and consistent with a Veroidentity Subscription Service Supply Agreement, Supplier disclaims any liability or responsibility for the accuracy, errors, omissions, completeness or usefulness of the Veroidentity Subscription Service and any software, procedure, method, apparatus, technical support or process



provided to Customer or the Authorised End User in association with a Veroidentity Subscription Service Supply Agreement.

- (b) Supplier, its affiliates, licensors, employees, distributors and resellers do not assume any responsibility for loss or damages resulting from the use of the product, the service or any information contained in any Documentation provided to Customer or the Authorised End User.
- (c) To the extent permitted by Law, the warranties referred to in clause 3.1 of this Schedule 2 are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
- (d) The warranties referred to in clause 3.1 of this Schedule 2 do not cover problems that arise from:
 - (i) accident or neglect by Customer or any third party;
 - (ii) any third party items or services with which the Veroidentity Subscription Service is used or other causes beyond Supplier's control;
 - (iii) installation, operation or use not in accordance with Supplier's instructions or the applicable Documentation;
 - (iv) use in an environment, in a manner or for a purpose for which the Veroidentity Hardware Subscription Service was not designed; or
 - (v) modification, alteration or repair by anyone other than Supplier or its authorised representatives.
- (e) Supplier has no obligation whatsoever for the Veroidentity Subscription Service that is installed or used beyond the licensed use.
- (f) The foregoing limitations will apply even if any warranty or remedy provided under a Veroidentity Subscription Service Supply Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Authorised End User.

3.3 Australian Consumer Law

Nothing in a Veroidentity Subscription Service Supply Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law and the Fair Trading Acts (as amended) in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

4. SUPPLIER'S LIABILITY

4.1 Entire liability

Supplier's entire liability, and Customer and the Authorised End User's exclusive remedies, under the warranties described in clause 3.1 of this Schedule 2 will be for Supplier, at its option, to:

- (a) remedy the non-compliance; or
- (b) replace the affected Veroidentity Subscription Service, within a reasonable time.

4.2 Supplementary remedies

Clause 4.1 of this Schedule 2 does not void any supplementary remedies made available to Customer or the Authorised End User by a third party with respect to which Supplier will have no liability or obligation.



SCHEDULE 3 – SPECIFIC TERMS AND CONDITIONS APPLYING TO VEROVault SUBSCRIPTION SERVICES

1. APPLICATION OF SCHEDULE 3

This Schedule 3 only applies to VeroVault Subscription Services.

2. HOW A VEROVault SUBSCRIPTION SERVICE IS SUPPLIED

2.1 If supplied at same time as a VeroCard Subscription Service

If Customer subscribes for a VeroCard Subscription Service at the same time as the VeroVault Subscription Service, then the VeroVault Subscription Service will be supplied as part of the VeroCard Subscription Service process detailed in clause 3 of Schedule 1.

2.2 If supplied separately from a VeroCard Subscription Service

If Customer subscribes for a VeroVault Subscription Service Supplier to be used on a VeroCard that has previously been supplied to an Authorised End User, Supplier will only supply the VeroVault Subscription Service to Customer and the Authorised End User in accordance with the following process:

- (a) Customer must provide a Purchase Order to Supplier for the VeroVault Subscription Service and nominate the Authorised End User;
- (b) the VeroVault Subscription Service Supply Agreement for that VeroVault Subscription Service must be created in accordance with clause 1 of the agreement;
- (c) the Authorised End User must then complete the VerolD Registration Process, including nominating the Nominated Collection Point; and
- (d) the Authorised End User must then access and complete the VeroCard Activation Process by:
 - (i) attending in person at the Nominated Collection Point to verify their identity; and
 - (ii) registering their VerolD by completing the VerolD Registration.

3. WARRANTIES

3.1 VeroVault Subscription Service warranties

- (a) Supplier warrants that the VeroVault Subscription Service will:
 - (i) substantially conform to the applicable Documentation for the VeroVault Subscription Service; and
 - (ii) be free from malfunctions, errors or other defects until the expiration of the applicable warranty period.
- (b) Supplier does not warrant that:
 - (i) the operation of the VeroVault Subscription Service will be uninterrupted or error free;
 - (ii) the VeroVault Subscription Service will be free of viruses or other harmful mechanisms or that all programming errors can be found in order to be corrected;
 - (iii) all defects can be corrected; or
 - (iv) the VeroVault Subscription Service meets the Authorised End User's requirements, except if expressly warranted by Supplier in a written quote.

3.2 Warranty limitations

- (a) To the maximum extent permitted by applicable law, and consistent with a VeroVault Subscription Service Supply Agreement, Supplier disclaims any liability or responsibility for the accuracy, errors, omissions, completeness or usefulness of the VeroVault Subscription Service and any software, procedure, method, apparatus, technical support or process provided to Customer or the Authorised End User in association with a VeroVault Subscription Service Supply Agreement.



- (b) Supplier, its affiliates, licensors, employees, distributors and resellers do not assume any responsibility for loss or damages resulting from the use of the product, the service or any information contained in any Documentation provided to Customer or the Authorised End User.
- (c) To the extent permitted by Law, the warranties referred to in clause 3.1 of this Schedule 3 are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
- (d) The warranties referred to in clause 3.1 of this Schedule 3 do not cover problems that arise from:
 - (i) accident or neglect by Customer or any third party;
 - (ii) any third party items or services with which the VeroVault Subscription Service is used or other causes beyond Supplier's control;
 - (iii) installation, operation or use not in accordance with Supplier's instructions or the applicable Documentation;
 - (iv) use in an environment, in a manner or for a purpose for which the VeroVault Hardware Subscription Service was not designed; or
 - (v) modification, alteration or repair by anyone other than Supplier or its authorised representatives.
- (e) Supplier has no obligation whatsoever for the VeroVault Subscription Service that is installed or used beyond the licensed use.
- (f) The foregoing limitations will apply even if any warranty or remedy provided under a VeroVault Subscription Service Supply Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Authorised End User.

3.3 Australian Consumer Law

Nothing in a VeroVault Subscription Service Supply Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law and the Fair Trading Acts (as amended) in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

4. SUPPLIER'S LIABILITY

4.1 Entire liability

Supplier's entire liability, and Customer and the Authorised End User's exclusive remedies, under the warranties described in clause 3.1 of this Schedule 3 will be for Supplier, at its option, to:

- (a) remedy the non-compliance; or
- (b) replace the affected VeroVault Subscription Service, within a reasonable time.

4.2 Supplementary remedies

Clause 4.1 of this Schedule 3 does not void any supplementary remedies made available to Customer or the Authorised End User by a third party with respect to which Supplier will have no liability or obligation.



ANNEXURE A – END USER LICENCE AGREEMENT

*** IMPORTANT INFORMATION - PLEASE READ CAREFULLY ***

The Software contains computer programs and other proprietary material and information of Supplier, the use of which is subject to and expressly conditioned upon acceptance of this End User Licence Agreement (**EULA**). The Authorised End User's use of any of the Software is subject to the terms and conditions as outlined in this EULA.

1. DEFINITIONS

Terms used in this EULA that are defined in the VeroCard Terms & Conditions have the same meaning when used in this EULA. In addition:

Maintenance means the provision by Supplier to the Authorised End User, under a Maintenance Agreement, of Software updates and/or enhancements made generally available to customers from time to time and online technical support (and, where applicable, phone support) for the sole purpose of addressing technical issues relating to the use of the Software;

Software means (as applicable):

- (a) the VeroGuard User Software; and
- (b) the Embedded Software; and

User License means a license granted under this EULA to permit the Authorised End User to use the Software as part of its use of the VeroGuard (VeroCard) Subscription Service.

2. GRANT OF LICENSE

2.1 Grant

Subject to the Authorised End User's compliance with this EULA and the VeroCard Terms & Conditions and the payment by Customer of all fees set out in the Customer Agreement, Supplier grants the Authorised End User the non-exclusive right to use the Software as part of their use of the VeroCard and the VeroGuard (VeroCard) Subscription Service, subject to the following clauses.

2.2 Scope

The User Licence granted in clause 2.1 of this EULA is, unless otherwise specified in this EULA or agreed by Supplier in writing, worldwide, non-exclusive, non-transferable and non-sub-licensable.

2.3 Duration

Subject to the terms of this EULA and unless terminated earlier in accordance with this EULA, the term of the User Licence granted in clause 2.1 of this EULA lasts in relation to each VeroCard until such time as the Authorised End User ceases using the VeroCard in conjunction with the VeroGuard (VeroCard) Subscription Service.

3. FEES

3.1 Payment of fees on time

Customer must pay all fees set out in the Customer Agreement by their due date.

3.2 Failure to pay fees on time

Failure by Customer to pay fees set out in the Customer Agreement by the due date will result in the immediate termination of all User Licenses granted under this EULA.

4. RESERVATION OF RIGHTS AND OWNERSHIP

- (a) Supplier reserves all rights not expressly granted to the Authorised End User in this EULA.
- (b) All of the Software and all copies are protected by copyright and other intellectual property laws and treaties.
- (c) Supplier or relevant third parties own the title, copyright and other intellectual property rights in the Software and all subsequent copies of the Software.



- (d) The Authorised End User irrevocably acknowledges and agrees that:
 - (i) the right to use the Software is non-exclusively licensed to the Authorised End User under this EULA; and
 - (ii) the grant of the right to use the Software does not under any circumstances constitute any form of sale or transfer of any of the rights of Supplier to the Software to the Authorised End User and the Authorised End User does not acquire any rights of ownership in any of the Software.

5. SUPPORT AND MAINTENANCE

5.1 Additional Software support services

This EULA applies to upgrades, updates, revisions, supplements, add-on components, or Internet-based services components, of any of the Software that Supplier may remotely upload to the VeroCards or provide for download from time to time (**Support Services**).

5.2 Provision of Support Services

Any Support Services provided by Supplier will be substantially as described on the Website from time to time and may be the subject to the payment of additional fees set out in the Customer Agreement.

6. AUTHORISED END USER OBLIGATIONS

6.1 Positive obligations

The Authorised End User must at all times:

- (a) ensure that they use the Software only in accordance with the terms and conditions of the VeroCard Terms & Conditions and this EULA; and
- (b) without the specific written consent of Supplier, ensure that the Software is not used for rental, timesharing, subscription service, hosting or outsourcing.

6.2 Negative obligations

The Authorised End User must not, whether wilfully or through any negligent act or omission or without the prior written consent of Supplier (which may be withheld at Supplier's discretion and include certain conditions):

- (a) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from or otherwise attempt to derive source code from any portion of the Software;
- (b) directly or indirectly access or use any Software independently of a VeroCard;
- (c) sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine-readable form the Software or any data/information not owned by the Authorised End User which is provided to the Authorised End User through the Software to any person who is not the Authorised End User;
- (d) vary or amend the Software (including any Protected Code or Accessible Code);
- (e) except as otherwise permitted in this EULA, publish, promote, broadcast, circulate or refer publicly to Supplier's name, trade names, trademarks, service marks or logos;
- (f) commit any act or omission the likely result of which is that Supplier or any of its third party suppliers' reputations will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on Supplier's interests; or
- (g) copy or embed elements of the Accessible Code contained in the Software into other applications.

6.3 Protection mechanisms

The Software may include license protection mechanisms that are designed to manage and protect the intellectual property rights of Supplier and its third party suppliers. The Authorised End User must not modify or alter those features to try to defeat the Software use rules that the license protection mechanisms are designed to enforce. Any such attempt by the Authorised End User will result in the immediate termination of all User Licenses granted under this EULA.



7. BREACH NOTIFICATION

7.1 Obligation to notify

If Customer discovers that the Authorised End User has breached any of the obligations under this EULA and, in particular, the obligations in clause 6, Customer must immediately report the breach to Supplier in writing.

7.2 Failure to notify

If Customer fails to notify a breach under clause 7.1 of this EULA, but Supplier becomes aware of a breach, Customer will be deemed to have notified the breach.

7.3 Penalties

Where a breach notified under clause 7.1 of this EULA or deemed to have been notified under clause 7.2 of this EULA involves the use and distribution of the Software, Supplier and/or any third party owner of any part of the Software will be entitled, in addition to any other right or claim that Supplier or any third party owner of the Software may have against Customer, to retroactively charge Customer, in addition to any other fees set out in the Customer Agreement payable by Customer under this EULA, a fee calculated based on the individual number of prohibited uses multiplied by the prices that Supplier charges for the VeroGuard (VeroCard) Subscription Service.

8. INVESTIGATION OF UNAUTHORISED USE AND DISTRIBUTION

8.1 Supplier right to require independent audit certificate

If Supplier reasonably suspects that:

- (a) any VeroCard supplied to the Authorised End User has been distributed to or obtained by any person or party who is not the Authorised End User without Supplier's prior written consent;
- (b) the Software is being varied or accessed or used independently of a VeroCard; or
- (c) the Authorised End User is otherwise breaching a term of this EULA and, in particular, its obligations under clause 6 of this EULA,

Supplier reserves the right to require Customer to provide an unqualified certificate executed by Customer's auditor verifying compliance by the Authorised End User with the terms of this EULA.

8.2 When requests may be made

Other than where clause 7.2 of this EULA applies, requests under clause 8.1 of this EULA must be made no more frequently than once per calendar year. Where clause 7.2 of this EULA applies, the request under clause 8.1 of this EULA may be made at any time following discovery of the breach by Supplier.

8.3 Failure to provide unqualified certificate

If an unqualified certificate required under clause 8.1 of this EULA is not received by Supplier within 30 calendar days of being required, it will be considered that a breach of this EULA by the Authorised End User has occurred allowing Supplier to immediately terminate, with no penalty, all licenses granted under this EULA.

9. TERMINATION

9.1 Supplier's right to terminate

Without prejudice to any other rights and in addition to any other termination rights in this EULA, if the Authorised End User fails to comply with the terms and conditions of this EULA, Supplier may, at any time with no penalty, terminate this EULA.

9.2 Consequences of termination

If the EULA is terminated under clause 9.1 of this EULA:

- (a) each User Licence to use the Software granted under this EULA immediately terminates; and



- (b) the Authorised End User must immediately cease using the VeroGuard (VeroCard) Subscription Service and return to Supplier all of the VeroCards in the Authorised End User's possession or control.

9.3 Survival

Clauses 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of this EULA survive any termination of this EULA.

10. INFRINGEMENT INDEMNIFICATION

10.1 Infringement by Software

If the Software becomes, or in the opinion of Supplier may become, the subject of a claim of infringement of any third party's intellectual property rights, Supplier may, at its option and in its discretion:

- (a) procure for the Authorised End User the right to use the Software free of any liability;
- (b) at Supplier's cost, replace or modify the Software to make it non-infringing; or
- (c) refund any fees set out in the Customer Agreement related to the VeroCards paid by the Authorised End User.

The foregoing states the sole liability of Supplier and the exclusive remedy of the Authorised End User for any infringement of intellectual property rights by the Software or any other items provided by Supplier under this EULA.

10.2 Authorised End User's use

Customer will indemnify and hold harmless Supplier against all costs, expenses, losses and claims made against Supplier as a result of any infringement of a third party's intellectual property rights arising from the Authorised End User's modification to the Software.

10.3 Third party software

Customer acknowledges and agrees that, if the Authorised End User breaches this EULA and Supplier or any third party owner of the Software suffers any loss, damage, cost or expense, directly or indirectly, in connection with the breach, Supplier or the relevant third party owner of the Software may bring an action directly against Customer.

11. EXCLUSION OF WARRANTIES

To the maximum extent permitted by applicable law in the jurisdiction in which the Software is supplied or Maintenance provided, Supplier and its third party suppliers provide the Software and any Maintenance **AS IS AND WITH ALL FAULTS** and, except otherwise expressly contained in the EULA, hereby each disclaim all other warranties and conditions, whether express, implied or statutory.

12. LIMITATION OF LIABILITY

12.1 Non-excludable warranties

The Authorised End User may have remedies against Supplier imposed by law or statute which cannot be excluded by Supplier and its third party suppliers.

12.2 If legal remedies

To the extent the Authorised End User has any legal remedies against Supplier or its third party suppliers, then, to the fullest extent permitted by law, Supplier and its third party suppliers' liability is limited:

- (a) at Supplier' option, to:
 - (i) in the case of the Software:
 - (A) repairing or replacing the Software; or
 - (B) the cost of such repair or replacement; and
 - (ii) in the case of Maintenance services:
 - (A) re-supply of the Maintenance services; or



- (B) the cost of having the Maintenance services supplied again; or
- (b) if any of the limitations in clause 12.2(a) of this EULA are not applicable, to an amount equal to the aggregate of the actual damages, costs, expenses and losses the Authorised End User incurs in reasonable reliance on the Software up to the maximum amount actually paid by Customer for the VeroGuard (VeroCard) Subscription Service using the VeroCards in the 12 months prior to the date the legal remedy arose.

12.3 Limitation of Liability for other Losses

Subject to clause 12 of this EULA, notwithstanding any damages, costs, expenses and losses the Authorised End User might incur for any reason whatsoever to the maximum extent permitted by applicable law, the entire liability of Supplier and any of its third party suppliers under any provision of this EULA and the Authorised End User's exclusive remedy will be limited to the greater of the aggregate of the actual damages, costs, expenses and losses the Authorised End User incurs in reasonable reliance on the Software up to the maximum amount actually paid by the Authorised End User for the Software.

12.4 Consequential Loss

Notwithstanding anything else in this clause 12 of this EULA, to the maximum extent permitted by applicable law, in no event will Supplier or its third party suppliers be liable for any special, incidental, punitive, indirect or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the Software, the provision of, or failure to provide, any Maintenance or other services, information, software and related content through the Software or otherwise arising out of the use of the Software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Supplier or any third party supplier and even if Supplier or any third party supplier has been advised of the possibility of such damages.

13. AMENDMENT

This EULA may not be amended except with the written agreement of Supplier whose consent may be withheld in its complete discretion without any requirement to provide reasons.

14. ASSIGNMENT

- (a) The Authorised End User may not assign this EULA.
- (b) Supplier may assign its rights and obligation under this EULA without consent of the Authorised End User.
- (c) Any permitted assignee will be bound by the terms and conditions of this EULA.

15. DISPUTES

Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any dispute arises under this EULA:

- (a) the parties will negotiate in good faith to resolve the dispute; and
- (b) if the dispute has not been resolved within 60 calendar days by the relevant parties using their best efforts to resolve the dispute, the dispute will be referred to mediation where:
 - (i) the mediation will be conducted by a single mediator;
 - (ii) the mediator must be appointed by the President of the Law Society of Victoria within 10 Business Days of request for appointment by one party to the other; and
 - (iii) during the mediation:
 - (A) the parties may not be represented by legal practitioners;
 - (B) the mediator will determine the process for mediation; and
 - (C) the costs of the mediation will be shared equally by the parties.



16. ENTIRE AGREEMENT AND SEVERABILITY

This EULA (including any addendum or amendment to this EULA which is included with or as a term of the VeroCard Terms & Conditions) and the VeroCard Terms & Conditions are the entire agreement between the Authorised End User and Supplier relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions continue in full force and effect.

17. GOVERNING LAW AND EXCLUSIONS

17.1 Governing law

This EULA is governed by the copyright laws of Victoria, Australia. Unauthorised breaches of these laws or any portion of it may result in civil and criminal penalties and will be prosecuted to the maximum extent possible under law. The parties irrevocably and unconditionally submit to the laws and exclusive jurisdiction of the courts of Victoria.

17.2 Exclusion of UN Convention

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this EULA.

18. QUESTIONS

Should you have any questions concerning this EULA, or if you desire to contact Supplier for any reason, please contact Supplier at www.veroguard.com.au.



ANNEXURE B – SOFTWARE MAINTENANCE AGREEMENT

*** IMPORTANT INFORMATION - PLEASE READ CAREFULLY ***

This Software Maintenance Agreement (**SMA**) provides Authorised End User with access to technical support and Software updates for the corresponding Software license. This SMA also entitles the Authorised End User to access all electronic support services available at www.veroguard.com.au, including end-user documentation, knowledge base and FAQs. After this SMA period expires, the Software will continue to function, but you will no longer be able to access support or Software updates (including security patches). Supplier will provide technical support to the Authorised End User in accordance with the following terms and conditions.

1. DEFINITIONS

Terms used in this SMA that are defined in the VeroCard Terms & Conditions have the same meaning when used in this SMA. In addition:

Maintenance means the provision by Supplier to Customer of Software updates and/or enhancements made generally available to customers from time to time and online technical support (and, where applicable, phone support) for the sole purpose of addressing technical issues relating to the use of the Software;

Software means (as applicable):

- (a) the VeroGuard User Software; and
- (b) the Embedded Software;

Supplier Help Desk means the support desk accessed by the Website.

2. TERMS AND CONDITIONS

- (a) The terms of this SMA are governed by the EULA.
- (b) The cost of the support and maintenance is included as part of the VeroGuard (VeroCard) Subscription Service.
- (c) This SMA covers general support.
- (d) Supplier is not responsible and will not be held liable for any software installation undertaken by external parties.

3. SOFTWARE UPDATES

- (a) As with any software application, there will be upgrades and enhancements to the Software that are made as part of its life cycle. An active (valid and current) SMA entitles the Authorised End User to corresponding software releases, including service releases (new builds) and new versions (higher version number), of the Software covered by this SMA.
- (b) All upgrades and enhancements of the Software will be undertaken by Supplier remotely directly to the VeroCards.
- (c) Supplier will provide the Authorised End User with notification on the VeroCard screen when any new Software versions that are to be or have been uploaded to VeroCards.
- (d) Supplier will provide Customer with notification when any new Software versions are required to be downloaded and installed on End User Own Devices.

4. GENERAL SUPPORT

- (a) Supplier Help Desk is capable of assisting with most technical issues and should be the first point of support contact.
- (b) Supplier Help Desk provides a variety of support services to the Authorised End User. All reported issues are assigned a support ticket to ensure that progress of the technical assistance can be monitored and tracked to maximise the Authorised End User satisfaction.



5. FIXING BUGS AND PROVIDING PATCHES

- (a) Supplier Help Desk will help with workarounds and bug reporting.
- (b) Critical bugs will generally be fixed in the next maintenance release.
- (c) Back patches for critical bugs will generally be issued for current versions and one prior.
- (d) Non critical bugs will be scheduled according to a variety of considerations.

Note: the Authorised End User is responsible for maintaining their patches during upgrades and End User Own Device migrations.