END USER LICENCE AGREEMENT

evoSonic PTY LTD

Please read this End User Licence Agreement (*EULA*) carefully, as it sets out the basis upon which the Licensor licences the Software for use.

By agreeing to the terms of this EULA, the User expressly warrants that it, its employees, and any person it authorises to use the Software on its behalf will comply with the provision of this EULA.

If you do not agree to the terms of the EULA, you must not install or use the Software and must promptly remove the Software from your systems.

1.   Definitions

1.1   Except to the extent expressly provided otherwise, in this EULA:

Acceptance means the steps taken by the person using the Software to confirm their agreement to the terms of this EULA. *Accept* and *Accepting* will have the same meaning.

Confidential Information of a party is all technical, financial, commercial and other information (in whatever medium) of or relating to it or its business affairs, which is disclosed or available to, or observed or accessible by, the other party in connection with this EULA which:

(a)   is marked as 'confidential', 'sensitive', 'private' or any other similar description; or

(b)   a reasonable person would (given its nature) consider confidential,

but excluding information that:

(c)   is readily available in the public domain without breach of confidentiality; or

(d)   the receiving party can establish by written records is or has been legally known to, developed by, or acquired by, that receiving party, independently of this EULA.

Data means all text, graphics, images, audio content, audiovisual content, data, and any other materials or information provided on or entered into or made available through the Software.

Documentation means the documentation for the Software produced by the Licensor and outlined on the Website, or as otherwise made available to the parties (including in the form of any supplementary agreements).

Effective Date means the date upon which the User agrees to be bound by the terms of this EULA, or as otherwise specified in the Documentation.

EULA means this End User Licence Agreement, including any amendments to this End User Licence Agreement from time to time.

Fees means those amounts that the parties have agreed in writing shall be payable by the User to the Licensor in respect of this EULA, as specified in the Documentation.

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

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).

Licensor means **evoSonic PTY LTD** ABN 17 656 815 995 of Unit 1, 2A Myer Court, Beverley, South Australia 5009.

Licensor Indemnity Event has the meaning given to it in clause 16.1.

Maintenance Services means the supply to the User and/or application to the Software of:

(a)   a fix, patch or minor version update to the Software (*Update*); and/or.

(b)   a major version upgrade of the Software (*Upgrade*).

Personal Information has the meaning specified in the *Privacy Act 1988* (Cth).

Privacy Policy means the Licensor's privacy policy which can be found at https://evosonic.ai/privacy-policy/

Services means any services that the Licensor provides to the User, or has an obligation to provide to the User, under this EULA or as specified in the Documentation.

Service Levels means the service levels in relation to the use of the Software, as outlined in an annexure to this EULA or otherwise in the Documentation.

Software means the **TrueSignal™** signal processing application software and any associated applications provided by the Licensor (including cloud-based applications related to TrueSignal™), as outlined in more detail in the Documentation.

Software Specification means the specification for the Software set out in the Documentation.

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.

Support Services means support in relation to the use of the Software, as outlined in an annexure to this EULA or otherwise in the Documentation.

Term means the term of this EULA in accordance with clause 3.

User means the person to whom the Licensor grants a right to use the Software under this EULA in accordance with clause 2.2.

User Indemnity Event has the meaning given to it in clause 16.3.

Website means https://evosonic.ai

2.   **Agreement**

2.1   When a person first uses the Software, they will be prompted to take certain steps to confirm their agreement to the terms of this EULA (*Acceptance*). Such steps may include (but not limited to) clicking "agree", "accept", "accept agreement" or similar.

2.2   By taking steps to agree to the terms of this EULA when you first use this Software, an agreement is made between the Licensor and:

(a)   the person who Accepts the EULA or otherwise uses the Software; and

(b)   if the person who Accepts the EULA is an employee acting in the course of his/her employment, the employer of that person; and

(c)   if the person who Accepts the EULA is acting as agent for another person, the principal of the agent and the agent jointly,

collectively, the **User**.

2.3   If the person who Accepts the EULA is acting in the course of their employment or as agent, then that person is deemed to have warranted and represented to the Licensor that he/she has authority to act on behalf of his/her employer or principal, to enter into this EULA.

2.4   Any act done by the User's employees, associates or third parties authorised to use the Software will be deemed to be an act of the User for the purposes of this EULA.

3.   Term

This EULA shall come into force upon the Effective Date and continues for the term specified in the Documentation, unless terminated earlier in in accordance with clause 18.

4.   Licence

4.1   The Licensor hereby grants to the User from the Effective Date until the end of the Term a non-exclusive and non-transferrable licence to install and use the Software in accordance with the Documentation, subject to the limitations and prohibitions set out and referred to in this clause 4.

4.2   The User may not sub-licence and must not purport to sub-licence any rights granted under clause 4.1 without the prior written consent of the Licensor.

4.3   Except to the extent expressly permitted by this EULA or required by an applicable law on a non-excludable basis, any licence granted under this clause 4 shall be subject to the following prohibitions:

(a)   the User must not sell, resell, rent, lease, loan, supply, publish, communicate, assign, novate or redistribute the Software (or any part of the Software);

(b)   the User must not copy, alter, edit, adapt, or create any derivative work or translation of the Software (or any part of the Software); and

(c)   the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software (or any part of the Software).

4.4   Except to the extent expressly permitted by this EULA or required by an applicable law on a non-excludable basis, the User must not use the Software to communicate, display, store, process or otherwise use any Data (in any format, and whether readable by humans or by machines) that:

(a)   infringes any person's Intellectual Property Rights, right to privacy, right to keep Confidential Information confidential, right to publicity or induces any person to breach a contract;

(b)   is unlawful, discriminatory, derogatory, defamatory, slanderous, malicious or obscene; or

(c)   contains any virus or other malicious code, or is used to gain unauthorised access to, does harm to, wrongfully intercepts, expropriates, accesses or uses for any wrongful purpose, any person's hardware, software, network or Data.

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4.5 The User shall be responsible for the security of copies of the Software supplied to the User under this EULA (or created from such copies) and shall use best endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

4.6 For the avoidance of all doubt, the licence of the Software under this EULA shall immediately terminate upon termination of this EULA. Accordingly, the User must immediately cease to use the Software upon the termination of this EULA.

4.7 Within ten (10) business days following the termination of this EULA, the User must irrevocably delete from all computer systems in its possession or control all copies of the Software.

5. Maintenance

Where the User has paid Fees to the Licensor for Maintenance Services, the Licensor shall provide the Maintenance Services to the User from time to time, using reasonable skill and care.

6. Support Services

6.1 The Licensor shall provide the Support Services to the User during the Term, using reasonable skill and care.

6.2 The Licensor shall provide the Support Services in accordance with the Service Levels.

7. Fees & Payment

7.1 The User shall pay the Fees to the Licensor in accordance with the Documentation.

7.2 The User must pay the Fees by debit or credit card, direct debit, or bank transfer - using such payment details as are notified by the Licensor to the User from time to time.

8. Intellectual Property Rights

8.1 The Licensor reserves all right, title and interest in or to the Software including all Intellectual Property Rights in them. Except for the rights expressly granted by the Licensor to the User under this EULA, nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

8.2 All Intellectual Property Rights that are created by any person (including the User, any employee of the User, or any person authorised by the User to use the Software) that are adaptations, improvements, translations and derivative works in the Software are and shall remain the exclusive property of the Licensor or shall vest in or be transferred to the Licensor immediately upon creation, as the case may be.

8.3 If the User provides the Licensor with any feedback, comments or suggestions relating to the Software, the User grants to the Licensor an irrevocable, non-cancellable, worldwide, royalty-free, licence to use, copy, adapt, translate, create derivative works from, sub-licence or otherwise exploit in any way (including without hindrance, restriction or subject to any exercise of any person's moral rights) that feedback for any purpose, including to assist the Licensor to develop or improve current or future products, hardware or services.

8.4 Nothing in this EULA shall give to the User or any other person any right to access or use the Source Code or constitute any licence of the Source Code.

9. Third party and open source software

9.1 The Licensor may notify the User from time to time (including via the Website) that the Software includes software products licensed by third party provider(s) and/or open source software.

9.2 The User acknowledges and agrees that:

(a) the Software may include open source software (*Open Source Software*) and/or other software that are licensed from third party providers (*Third-Party Software*);

(b) the Licensor is not the manufacturer or owner of such Open Source Software and/or Third-Party Software;

(c) such Open Source Software and/or Third-Party Software is provided "as is"; and

(d) use of such Open Source Software and/or Third-Party Software shall be subject to the applicable terms and conditions mandated by the third party providers of the Open Source Software and/or Third-Party Software.

(e) To the extent permitted by law, the Licensor is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on Open Source Software and/or Third-Party Software.

(f) Nothing in this EULA permits the User to:

(i) reverse-engineer, disassemble or decompile;

(ii) modify the source code;

(iii) distribute in source code form;

(iv) use for the purpose of making derivative works;

(v) use for Software development purposes; or

any Software, or the Open Source Software and/or Third-Party Software contained within the Software.

10. Data

10.1 The User grants the Licensor a perpetual, non-exclusive, worldwide, royalty-free irrevocable licence to use, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and preserve any Data provided by the User through the Software, in accordance with this EULA.

10.2 The use of the Software, including all Data provided on or entered into or made available through the Software, is solely the User's responsibility. The User must take all reasonable steps to back-up the Data from time to time.

10.3 The User acknowledges and agrees that when using the Software, Data may be transmitted over a medium that may be beyond the control of the Licensor. The Licensor assumes no liability for or relating to the delay, failure, interruption, destruction, or corruption of any Data or other information transmitted in connection with use of the Software.

10.4 Upon termination of this EULA, the Licensor may delete or destroy all Data immediately without any retention period, unless agreed otherwise in the Documentation. Unless otherwise agreed in the Documentation, the Licensor has no additional obligation to continue to hold, export or return the Data.

11. Confidentiality

11.1 Each party (a *Recipient*) acknowledges that the other party's (*Discloser's*) Confidential Information is, and remains, the property of the Discloser. The Recipient must keep the Discloser's Confidential Information strictly confidential and not disclose it or allow it to become available to any third party,

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except as provided for in this EULA. This obligation survives the termination of this EULA and will continue until the information no longer constitutes Confidential Information of the Discloser.

11.2   The Recipient may only access and use the Discloser's Confidential Information to perform its obligations or exercise its rights under this EULA, or with the Discloser's prior consent.

11.3   The Recipient may disclose the Discloser's Confidential Information to:

(a)   its employees, associates and third parties, provided that it ensures that its employees, associates and third parties take, all reasonable precautions to maintain confidentiality of the Discloser's Confidential Information and protect it from unauthorised access, use and disclosure in accordance with this clause 11; and

(b)   the extent required to comply with any law, provided that the Recipient must (to the extent possible) minimise the extent of disclosure and give the Discloser prior notice with reasonable details of the proposed disclosure and the relevant Confidential Information to be disclosed.

12.   Cyber security

12.1   The parties acknowledge and agree that:

(a)   the internet poses inherent cyber security risks to all users of online technology; and

(b)   the nature of cyber security threats are ever evolving and becoming more sophisticated and malicious over time; and

(c)   whilst the Licensor will use its best efforts to protect its systems from all known cyber security risks, it cannot guarantee, provides no representations or warranties, that the User (and the User's Data) will be protected from all cyber security threats.

12.2   The parties acknowledge and agree that each party must implement appropriate cyber security measures and systems, and otherwise use best endeavours to protect its Confidential Information and Data from cyber security threats.

12.3   To the maximum extent permitted by law, the Licensor disclaims all liabilities arising from any cyber security threats, including (but not limited to) loss, damage, unauthorised destruction, alteration, disclosure of, or access to any Confidential Information or Data.

13.   Privacy

13.1   By making the Software available to the User, the Licensor will collect certain Personal Information (as defined in the *Privacy Act 1988* (Cth)).

13.2   Each party must comply with the requirements of the Australian Privacy Principles (APPs), the *Privacy Act 1988* (Cth), any other applicable laws or codes governing Personal Information (together **Privacy Laws**).

13.3   The User warrants that it has obtained all necessary authorisations and consents, in accordance with the Privacy Laws, from each individual about whom the Licensor will receive Personal Information in connection with this EULA, to allow the collection, storage, disclosure and use of that individual's Personal Information in any manner that may be reasonably contemplated by this EULA and/or as stated in the Privacy Policy.

13.4   For further information regarding privacy, please review the Licensor's Privacy Policy, which is incorporated into this EULA by reference. The Privacy Policy may be amended from time to time

without amending this EULA. The Privacy Policy can be found online at the following link: https://evosonic.ai/privacy-policy/

13.5   To the extent that there is a conflict between the Privacy Policy and this EULA:

(a)   this EULA will prevail with respect to use of the Software; and

(b)   the Privacy Policy will prevail with respect to the collection, use, disclosure and disposal of any Personal Information.

14.   Warranties

14.1   The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

14.2   The Licensor warrants to the User that the Software as provided will conform in all material respects with the Software Specification.

14.3   If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may, acting reasonably, and at its own cost and expense:

(a)   modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not result in the Software failing to conform with the Software Specification; or

(b)   procure for the User the right to use the Software in accordance with this EULA.

14.4   The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

14.5   All of 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.

15.   Acknowledgements and disclaimers

15.1   Nothing in this EULA, is intended to exclude, restrict or modify any right or remedy either party may have in statute or otherwise to the extent that right to remedy cannot be excluded, restricted or modified under law. To the fullest extent permitted by law, the Licensor limits its liability under any such non-excludable right or remedy to, at its option: (i) resupply of the Software and/or Services; or (ii) the cost of resupply of the Software and/or Services.

15.2   The User acknowledges that complex software is never wholly free from defects, errors and bugs. Subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

15.3   The User acknowledges that complex software is never entirely free from security vulnerabilities. Subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure.

15.4   The User acknowledges that the Software is only designed to be compatible with systems specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other systems.

15.5 This Software is provided "as is" and the Licensor does not make, and disclaims, any express or implied representations or warranties that:

(a)   the Software will meet the Users particular needs or purposes;

(b)   the Software will be fit for any particular purpose or be of merchantable quality;

(c)   access to the Software will be continuously available; or

(d)   the Software will be error free.

16.   Indemnities

16.1   The Licensor shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses reasonably suffered or incurred by the User, arising directly from the Licensor's infringement of a third party's Intellectual Property Rights (***Licensor Indemnity Event***).

16.2   The User must:

(a)   upon becoming aware of an actual or potential Licensor Indemnity Event, notify the Licensor;

(b)   provide to the Licensor all such assistance as may be reasonably requested by the Licensor in relation to the Licensor Indemnity Event;

(c)   allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and

(d)   not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without the prior written consent of the Licensor,

and the Licensor's obligation to indemnify the User under clause 16.1 shall not apply unless the User complies with the requirements of this clause 16.2.

16.3   The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this EULA (***User Indemnity Event***).

16.4   The Licensor must:

(a)   upon becoming aware of an actual or potential User Indemnity Event, notify the User;

(b)   provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;

(c)   allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and

(d)   not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,

without prejudice to the User's obligations under clause 16.3.

16.5   The indemnity protection set out in this clause 16 shall not be subject to the limitations and exclusions of liability set out in this EULA at clause 17.

17.   Limitations and exclusions of liability

17.1   Nothing in this EULA will:

(a)   limit or exclude any liability for fraud or fraudulent misrepresentation;

(b)   limit any liabilities in any way that is not permitted under applicable law; or

(c)   exclude any liabilities that may not be excluded under applicable law.

17.2   The limitations and exclusions of liability set out in this clause 17 and elsewhere in this EULA:

(a)   are subject to clause 17.1; and

(b)   govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

17.3   The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

17.4   In no event shall the Licensor be liable for any indirect, incidental, special, exemplary, or consequential damages (including, without limitation, (i) procurement of substitute goods or services; (ii) loss of profits or anticipated savings; (iii) any loss of revenue or income; (iv) any loss of business, contracts or opportunities; or (v) any loss or corruption of any data, database) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of use of this Software, even if advised of the possibility of such damage.

17.5   Unless otherwise agreed in the Documentation, the aggregate liability of the Licensor to the User under this EULA shall not exceed the greater of the total amount paid by the User to the Licensor during the Term up to a maximum period of twelve (12) months.

18.   Termination

18.1   Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

(a)   the other party commits a material breach of this EULA, and the breach is not remediable; or

(b)   the other party commits a material breach of this EULA, and the breach is remediable but the other party fails to remedy the breach within the period of thirty (30) days following the giving of a written notice to the other party requiring the breach to be remedied.

18.2   Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

(a)   the other party:

(i)   is dissolved;

(ii)   ceases to conduct all (or substantially all) of its business;

(iii)   is or becomes unable to pay its debts as they fall due;

(iv)   is or becomes insolvent or is declared insolvent; or

(v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this EULA); or

(d)   if that other party is an individual:

(i)   that other party dies;

(ii)   as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii)   that other party is the subject of a bankruptcy petition or order.

18.3   The Licensor may terminate this EULA immediately by giving written notice to the User if any amount due to be paid by the User to the Licensor under this EULA is unpaid by the due date.

19.   Effects of termination

19.1   Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2, 4.3, 8, 9, 10, 11, 12, 14, 15, 16, 17, 19, 20, 21 and 23.

19.2   Except to the extent that this EULA expressly provides otherwise, the termination of this EULA shall not affect the accrued rights of either party.

19.3   Within thirty (30) days following the termination of this EULA for any reason:

(a)   the User must pay to the Licensor any Fees in respect of Services provided to the User before the termination of this EULA and in respect of licences in effect before the termination of this EULA; and

(b)   the User is not entitled to any refund for any Fees paid by the User to the Licensor in respect of Services that were to be provided to the User after the termination of this EULA and in respect of licences that were to be in effect after the termination of this EULA,

without prejudice to each party's other legal rights.

19.4   For the avoidance of doubt, the licences of the Software in this EULA shall terminate upon the termination of this EULA. Accordingly, the User must immediately cease to use the Software upon the termination of this EULA.

19.5   Within ten (10) business days following the termination of this EULA, the User must irrevocably delete from all computer systems in its possession or control all copies of the Software.

20. Dispute Resolution

20.1 Any dispute, difference or disagreement under this EULA (**Dispute**) must be handled under this clause. The parties will continue to perform their obligations under the EULA despite any Dispute.

20.2 A party wishing to resolve a Dispute must notify the other party describing the Dispute in sufficient detail for the other party to adequately evaluate it (the **Dispute Notice**). The parties must in good faith attempt to resolve any Dispute by agreement through each party's nominated representative.

20.3 If the Dispute is not resolved by agreement through each party's nominated representative within thirty (30) days from receipt of the Dispute Notice, either party may commence proceedings in any court or tribunal of competent jurisdiction (in accordance with clauses 22.2 and 22.3).

20.4 Nothing in this clause prevents a party seeking urgent interim or interlocutory relief from a court of law to preserve property or prevent irreparable harm.

21. Changes to EULA

21.1 The Licensor may amend the terms of this EULA from time to time by providing the User with 30 (thirty) days written notice. For the avoidance of doubt, written notice can be in the form of a new EULA uploaded on the Website. If the User does not accept the changes, the User will have the right to terminate this EULA. The Licensor recommends that the User reviews the latest version of the EULA on the Website from time to time.

21.2 Any amendments to the EULA will apply to any current agreements between the parties. If following thirty (30) days of the Licensor's notice to amend the EULA under this clause, the User continues to use of the Software, the User will be deemed to have accepted the terms and the EULA as amended will govern the use of the Software.

22. General

22.1 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.

22.2 This EULA shall be governed by and construed in accordance with the laws in South Australia, Australia.

22.3 The courts of South Australia, Australia shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

22.4 The failure of a party to pursue its rights with respect to a default or breach of this EULA does not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

22.5 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).

22.6 The User hereby agrees that the Licensor may assign the Licensor's contractual rights and obligations under this EULA to any successor to all or a substantial part of the business of the Licensor from time to time. Except to the extent expressly permitted by applicable law, the User must not without the prior

written consent of the Licensor assign, transfer or otherwise deal with any of the User's contractual rights or obligations under this EULA.

23. Interpretation

23.1 In this EULA, unless the context otherwise requires, the singular includes the plural and vice versa, examples are descriptive only and not exhaustive (and "including" and similar expressions are without limitation), another grammatical form of a defined term has a corresponding meaning, and a reference to:

(a) $ or dollars is to Australian dollars , unless otherwise specified;

(b) 'business days' means days that banks are open in South Australia, Australia;

(c) a thing (including a right) includes any part of that thing;

(d) the headings to the clauses and schedules of this EULA are not to affect the interpretation;

(e) the word "including" (and related forms including "includes") means "including without limitation";

(f) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this Agreement;

(g) legislation or a legislative provision includes any modification or re-enactment of, or substitution for, and any subordinate legislation issued under, it; and

(h) a cost or similar amount (other than in the calculation of 'Consideration' as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) is to be exclusive of GST, except as expressly provided otherwise.

Last updated – December 2024