



## End-User Licence Agreement

Please read this End-User License Agreement ("Agreement") carefully before downloading or using Convai Oration ("Application"). By downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Convai Pty Limited (ABN 41 002 561 515) ("Convai") and it governs your use of the Application made available to you by Convai. The Application is licensed, not sold, to you by Convai for use strictly in accordance with the terms of this Agreement.

### Licence

Convai grants you a personal, non-sublicensable, revocable, nonexclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement for internal business purposes. Licence fees are non-refundable.

### Restrictions

You agree not to, and you will not permit others to do the following:

- copy, license, sell, sublicense, rent, lease, loan, assign, distribute, transmit, host, outsource, disclose, make available to any third party or otherwise commercially exploit the Application;
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application; and/or
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Convai, its affiliates, partners, suppliers or the licensors of the Application.

### All Rights Reserved

Except for the limited license rights expressly granted in these Terms, Convai and each of its suppliers reserve all of their respective rights in and to the software and documentation that comprises the Application and any modifications or copies thereto.

### Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Convai.

### Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Convai with respect to the Application shall become the sole and exclusive property of Convai. Convai shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

### Modifications to Application

Convai reserves the right to modify, temporarily or permanently suspend or discontinue the Application with or without notice and without liability to you.

## Updates to Application

Convai may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionality of the Application. You agree that Convai has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionality of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

## Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Convai shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Convai does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## Privacy Policy

Convai collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at [www.convai.com.au](http://www.convai.com.au). By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

## Protection of Personal Data

The use of the Application may require the processing of personal data pertaining to you and/or to your personnel. Personal data required to use the Application will need to be submitted to Convai, and may need to be submitted to Convai's suppliers. If such data is not submitted, the End User will not be able to use the Application. Personal data received by Convai will be handled in accordance with Convai's Privacy Policy. You or your personnel have a right to access and correct erroneous personal data pertaining to you or your personnel and to object for legitimate reasons to the processing and transfer of such data. You can exercise this right by contacting the Privacy Officer of Convai at [privacy@probegroup.com.au](mailto:privacy@probegroup.com.au).

## Term and Termination

This Agreement shall remain in effect until terminated by you or Convai.

Convai may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Convai, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by ceasing to use or access the Application.

Upon termination of this Agreement, you shall cease all use of the Application.

Termination of this Agreement will not limit any of Convai 's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement. The provisions of these Terms concerning confidentiality, indemnity, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty will survive any termination or expiration of a license granted under these Terms.

### **Protection of Confidential Software and Documentation**

End User acknowledges that all software and documentation that comprise the Application constitute the confidential information of Convai and its suppliers, and End User agrees at all times to protect and preserve the software and documentation in strict confidence, and not to disclose the software and documentation to any third party other than (a) as required by law, or (b) with the written consent of Convai.

### **Indemnification**

You agree to indemnify and hold Convai, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **No Warranties**

The Application is provided to you "AS IS" and "AS AVAILABLE". Subject to any express warranties under the *Competition and Consumer Act 2010 (Cth)*, Convai provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Convai nor any Convai provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free or that Convai will correct any errors; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Convai are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. You acknowledge that Convai does not control the transfer of data over communications facilities, including the internet and that the service may be subject to limitations, delays and other problems inherent in the use of such communications facilities and Convai is not responsible for any delays, delivery failures or other damage resulting from such problems.

### **Limitation of Liability**

To the extent permitted by any applicable law, the aggregate liability of Convai and any of its suppliers under any provision of this Agreement (regardless of the basis for the claim) will be limited to the

amount actually paid or payable by you for the Application in the 12 months preceding the event that gave rise to the liability.

To the extent that any law (including the *Competition and Consumer Act 2010 (Cth)*) implies certain non-excludable conditions, guarantees or warranties into this Agreement, Convai limits its liability in relation to those non-excludable conditions, guarantees or warranties to the supplying of the Application again or the payment of the costs of having the Application supplied again (as determined by Convai).

In no event shall Convai or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement).

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

### **Critical Applications**

The Application is not fault-tolerant and is not designed or intended for any use in any environment that requires fail-safe performance in which the failure of the Application could lead to death, personal injury or significant property damage ("Critical Applications"). Such environments include, among others, control systems in a nuclear, chemical, biological or other hazardous facility, aircraft navigation and communications, air traffic control, and life support systems in a healthcare facility. End User assumes full risk for its use of the Application in any such Critical Applications.

### **Amendments to this Agreement**

Convai reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms then you are entitled to terminate this Agreement.

### **Acknowledgment**

End User acknowledges that the Application may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Application subject to the End User making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Application and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time.

## **Governing Law**

This Agreement is governed by the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

## **Dispute Resolution**

The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings in any court or otherwise. If the parties are unable to resolve a dispute within 20 business days a dispute must be submitted to mediation at the option of the party requiring resolution of that dispute in Melbourne, Victoria in accordance with the ACDC's standard rules before any proceedings are initiated. Each party will pay its own costs associated with a dispute unless the mediator determines otherwise. Notwithstanding the foregoing, Convai shall be entitled to take immediate legal action where required to protect its confidential or proprietary information, or to obtain any interim injunction.

## **Export Compliance**

Subject to the licence restrictions contained in this Agreement, neither party will export any technical data acquired from the other party under this Agreement in breach of any applicable laws or regulations (Export Control Laws) to any country for which the government or any agency thereof requires an export licence or other government approval without first obtaining such licence or approval.

## **General**

If any provision of this Agreement is held to be unenforceable it will be read down so as to be enforceable or, if it cannot be read down, the provision (or where possible, the offending part) will be severed from the Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of the Agreement which will continue in effect.

You may not assign or transfer your rights or obligations under the Agreement without prior written consent of Convai.

If you move the Application to a new location, and as a result of such move, a jurisdiction imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Software), then you are solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

## **Contact Information**

If you have any questions about this Agreement, please contact us.

## **Entire Agreement**

The Agreement constitutes the entire agreement between you and Convai regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Convai.

You may be subject to additional terms and conditions that apply when you use or purchase other Convai's services, which Convai will provide to you at the time of such use or purchase.

EULA of Convai