LIVETILES END USER LICENCE AGREEMENT (EULA)

The use of the software or software as a service product (the "**Software"**) and supplied documentation in respect of the Software (the "**Material"**) which is licensed to you by the licensor described in **clause 14** below (the "**Licensor"**) is governed by the licence terms and conditions set out below (this **"Agreement"**).

Without limiting the ways in which you may be bound by this Agreement, by clicking "I accept the terms of this Licence Agreement" (or similar wording) or using a similar mechanism indicating your acceptance, by signing a document in which you expressly agree to be bound by this Agreement (including a Software Purchase Agreement as described below), or by otherwise installing and/or using the Software, you (the **"Customer"**) will be deemed to have accepted and will be bound by the terms and conditions of this Agreement.

This Agreement sets out the basis on which the Licensor makes the Software available to the Customer and on which the Customer may use the Software. Any contact details or personal information provided by the Customer will be used and managed by the Licensor in accordance with the Licensor's Privacy Policy, or by a Data Protection Agreement entered into by the Licensor (as applicable). A copy of the DPA is located at LiveTiles DPA. By installing or using the Software, the Customer agrees to accept and to be bound by (1) this Agreement; and (2) the Privacy Policy. If the Customer does not agree with either of these, then please do not install or use the Software.

1   LICENCE CONDITIONS

1.1   Subject to the Customer's compliance with this Agreement, the Licensor grants to the Customer, a non-exclusive, non-transferable, revocable licence (the "**Licence"**) to:

(a)   access and use the Software online via a website specified from time to time by the Licensor (but only where such functionality is provided);

(b)   use any app version of the Software which the Licensor publishes from time to time in an online app store;

(c)   have the Software installed on the Customer's designated on-premises server, own cloud infrastructure or an Authorized User's computer (but only where the relevant Software Purchase Agreement provides for such installation and use); and

(d)   have the Software used by the Customer's Authorized Users (as described below).

1.2   The term of the Licence will, subject to **clause 4**, be one of the following:

(a)   limited to a specific period of time, which may or may not be capable of renewal ("**Subscription Licence"**); or

(b)   limited to an evaluation term ("**Evaluation Licence"**). An Evaluation Licence may also be granted in relation to alpha or beta versions of the Software for the purposes of testing the Software by the Customer. An Evaluation Licence will terminate at the conclusion of the applicable evaluation term and may be limited to certain functionality or have other limitations imposed by the Licensor; or

(c)   commence on the date specified in **clause 1.3** and continue in perpetuity ("**Perpetual Licence"**).

1.3   The term of the Licence will begin at the earlier of (a) the date specified in the Software Purchase Agreement; or (b) the Customer's first installation or use of the Software.

1.4   The Licence will be granted directly to the Customer either by the Licensor, or by an authorized reseller of the Licensor ("**Reseller"**). This Agreement sets out the Customer's usage rights in relation to the Software and forms a direct contractual relationship between the Customer and the Licensor.

1.5   If you are a Reseller then you may use the Software for demonstration purposes only and for the purposes of supporting your Customers ("**Partner Licence"**). In this case you will, subject to the following, have the same rights and obligations as if you were a Customer who has an Evaluation Licence (and a reference to the Customer will include a reference to you as a Reseller). The Licensor however may impose further restrictions on your use of the Software

in any separate agreement between you and the Licensor (which will take precedence over this Agreement).

1.6   The Customer may not license, sublicense, sell, resell, rent, lease, deliver, transfer, assign distribute, time share, offer the Software or the Licence to any other person without the written permission of the Licensor.

1.7   This Agreement does not grant the Customer the right to use or access the source code for the Software.

1.8   The Customer must not directly or indirectly attempt to gain unauthorized access to the Software or its related systems or networks.

1.9   Unless otherwise agreed to in writing by the Licensor, the Customer may only use and access the Software via the permitted uses described in **clause 1.1**. The Customer must not install or use the Software in any other way.

1.10   An Evaluation Licence is limited to evaluating the Software to determine whether to purchase a Subscription Licence. The Customer may not use the Evaluation Licence for any other purposes, including without limitation for any competitive analysis, commercial, professional, or for-profit purposes. The Licensor has the right to terminate the Evaluation Licence at any time.

1.11   All rights in and to the Software which are not expressly granted under this Agreement are strictly reserved by the Licensor.

2   SOFTWARE PURCHASE AGREEMENTS

2.1   The type of Licence (being either an Evaluation Licence, Perpetual Licence or Subscription Licence) which the Customer is granted will be separately agreed between the Customer and the Licensor, or the Customer and the Licensor's authorized reseller (as applicable) ("**Software Purchase Agreement**"). Without limiting the forgoing, the Software Purchase Agreement may constitute a Master Services Agreement between the Licensor and the Customer, an order form pursuant to which the Customer purchases the Licence, or other consulting services agreement which references this Agreement.

2.2   The Software Purchase Agreement may also specify:

(a)   restrictions on which individuals, or the number of individuals (as applicable) who may access and use the Software (**Authorized Users**). If such restrictions are specified, then apart from Authorized Users, no other person may use or access the Software. However if no such restrictions are specified, then the Customer's employees, individual consultants, and subcontractors who provide goods and services to the Customer, may use the Software, but solely for the purposes of the Customer's business or the provision of their goods and services to the Customer, but for no other purpose;

(b)   any usage rights and/or usage limits in respect of the functionality of the Software (**Usage Rights**);

(c)   the term of the Licence;

(d)   how the Customer may access and use the Software (as described in **clauses 1.1(a), 1.1(b)** and **1.1(c)**);

(e)   whether the Licence is an Evaluation Licence, Perpetual Licence or Subscription Licence;

(f)   the provision of software support by the Licensor or its Reseller;

(g)   the provision of other services by the Licensor or its Reseller (such as consulting, installation and maintenance); and any other terms governing the Licence.

2.3   If there is any conflict between the Software Purchase Agreement entered into between the Customer and Licensor, and this Agreement, then

(a)   the Software Purchase Agreement applies to the extent of the conflict; and

(b)   however **clauses 4**, **7**, **8**, **10** and **11** will prevail over any conflicting terms in the Software Purchase Agreement.

3   ACCOUNTS AND AUTHORIZED USERS

3.1   Depending on the functionality of the Software, the Customer and some or all Authorized Users may be required to set up an individual user account ("**Account**") to use and access the Software. The Licensor may, from time to time, amend or place restrictions on the requirements needed to create an Account.

3.2   If the Licence is an enterprise subscription for all users in the Customer's organization that can access the Software, then the number of Authorized Users is not the number of active users at any point in time, but all users in the organization. If a prerequisite for the Software, the Customer must purchase sufficient licences in the Software Purchase Agreement to cover all users in the Customers organization with an Office 365 or Microsoft 365 license, or for on-premise installations, all users with a SharePoint license, and for any other Third Party Services which the Software interfaces with from time to time.

3.3   The Customer shall be responsible for each use of the Software by its Authorized Users and each act, omission or negligence of an Authorized User in relation to its use of the Software, or this Agreement, shall be an act, omission or negligence of the Customer. The Customer indemnifies the Licensor against any and all loss, cost, expense or damage suffered or incurred by the Licensor, as a result of any and all uses of the Software by the Authorized Users, and from any breach of this Agreement caused by an Authorized User.

3.4   If a person has entered into this Agreement in its capacity as an Authorized User of the Customer then that person:

(a)   is bound by this Agreement in its capacity as an Authorized User but also binds the Customer as agent of the Customer;

(b)   has all the rights and obligations under this Agreement which are imposed on the Customer (however it may only appoint other Authorized Users of the Software who are Authorized Users of the Customer); and

(c)   is bound under this Agreement as if named as the Customer.

3.5   The Customer agrees:

(a)   that each Account (whether the Customer's or each Authorized User's) will be created using the Licensor's or applicable Reseller's online sign up process, or any other method specified by the Licensor from time to time;

(b)   to keep confidential and secure, and to ensure that each Authorized User keeps confidential and secure, any username or password used to access the Account;

(c)   to be responsible for all uses of the Customer's Account by its employees or agents, and for each Authorized User's use of their Account;

(d)   that it warrants that all information provided by the Customer to the Licensor in the setup of its and each Authorized User's Account is true and correct in every detail;

(e)   that the Customer, and each Authorized User, will only use their Account for the purposes of using the Software in accordance with this Agreement, and for no other purpose; and

(f)   that the Customer and each Authorized User will:

(i)   only use the Software in accordance with the permitted uses and functionality described in its user manuals (or similar documentation) from time to time; and

(ii)   not use their Account in a fraudulent or illegal manner, or email, upload or send any materials from their Account which are offensive, unlawful,

harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable.

3.6   Without limiting the Licensor's rights, the Customer acknowledges and agrees that the Licensor may suspend usage of the Customer's and/or an Authorized User's Account at any time in its sole and absolute discretion, if the Licensor considers that:

(a)   the Customer or an Authorized User is in breach of this Agreement; or

(b)   doing so is required for urgent maintenance of the Software.

4   TERMINATION

4.1   This Agreement and the Customer's rights under this Agreement may be terminated at any time by the Licensor:

(a)   where the Software Purchase Agreement permits such termination;

(b)   if the Customer, or any of its Authorized Users, is in breach of this Agreement, the Software Purchase Agreement or a Third Party Licence (as that term is defined in **clause 11.1**) and fails to remedy the breach after receiving fourteen (14) days written notice from the Licensor or its Reseller requiring the breach be remedied; or

(c)   the Customer becomes insolvent, bankrupt, is wound up, or has an administrator, liquidator or receiver appointed over it or its assets (including making any voluntary or involuntary filing in bankruptcy, reorganization, or receivership, or under similar laws for the protection of creditors, by or directed against the other party, which is not withdrawn within 30 days of such filing), or makes any assignment for the benefit of creditors.

4.2   If an Evaluation Licence is granted, then this Agreement and the Licence will automatically terminate at the end of the applicable evaluation period unless extended by written agreement with the Licensor, or converted to a Subscription Licence prior to the end of the evaluation period.

4.3   If a Subscription Licence is purchased, then this Agreement and the Licence will only terminate at the end of the applicable term of that Licence where the Customer has notified the Licensor in accordance with the terms of the Software Purchase Agreement that it does not wish to renew the Licence. Otherwise the Subscription Licence will automatically renew either for the same duration as the original Subscription Licence period, or for such other period as specified in the Software Purchase Agreement. The Customer will be required to pay an uplift amount on the renewal of the Subscription Licence either as specified in the Software Purchase Agreement or alternatively (if not specified in the Software Purchase Agreement), which will be equal to the prior subscription fee, increased by 7% (to compensate the Licensor for inflation together with increased features included in the Software over time), or such lesser amount determined by the Licensor in its discretion.

4.4   The Customer may terminate this Agreement in accordance with its applicable termination rights specified in the Software Purchase Agreement.

4.5   Upon the termination of this Agreement:

(a)   the Customer will cease using the Software and will ensure that all of its Authorized Users cease using the Software;

(b)   the Licensor may delete all of the Customer's and its Authorized User's Accounts and remotely disable the Customer's and each Authorized User's access and use of the Software;

(c)   subject to the terms of the Software Purchase Agreement, the Licensor may delete all copies of the Customer's Data (as that term is defined below) stored by the Software without any notification to the Customer;

(d)   the Customer will delete or destroy, or where specified by the Licensor, return to the Licensor, any Material supplied by the Licensor;

(e)   the Customer will not be entitled to a refund of any prepaid Licence fees unless otherwise required by law; and

(f)   nothing herein shall be construed to release either party from any obligation that arose prior to the effective date of such termination.

4.6   **Clauses 7**, **8**, **10**, **11** and **15** of this Agreement will survive the termination of this Agreement.

5   UPDATES AND UPGRADES

5.1   The Licensor may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (each an "**Upgrade**").

5.2   If the Licensor releases an Upgrade, and provides access and use of the Upgrade to the Customer (whether pursuant to the terms of the Software Purchase Agreement or otherwise), then this Agreement will continue to apply to the Upgrade (as if the Upgrade were the "Software").

5.3   The Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, any functionality contained in the Software or any service to which it connects, with or without notice and without liability to the Customer.

5.4   Upgrades may modify or delete certain features and/or functionality of the Software. The Customer agrees that the Licensor has no obligation to:

(a)   provide any Upgrades; or

(b)   continue to provide or enable any particular features and/or functionality of the Software to Customers in any Upgrade. If the Customer has a specific customization of the Software produced for them, the Licensor will only ensure the customization continues to function in a similar manner after the Upgrade is applied where the Customer pays additional fees as advised by the Licensor.

5.5   If the Customer is granted a Perpetual Licence, then that Licence will apply to the then current version of the Software which was provided to the Customer. The Customer will have no right or entitlement to receive or use any Upgrades of the Software, unless the Customer has a valid support and maintenance plan in place, as purchased under the Software Purchase Agreement.

6   SUPPORT SERVICES AND HOSTING

6.1   Support entitlement

The Customer's entitlement to software support will be as set out in the Software Purchase Agreement and will be based on the Support Tiers located at LiveTiles Software Support from time to time.

6.2   Hosting

(a)   The Software Purchase Agreement may specify whether the Software is:

     (i)   hosted on servers provided by a third party hosting provider to the Licensor ("**Hosting Services"**); or

     (ii)   installed locally at the Customer's premises or hosted on the Customer's own private cloud network ("**Local Installation"**).

(b)   Apart from where specified in the Software Purchase Agreement to the contrary:

     (i)   the Licensor makes no representation, or provides any warranty, as to the performance or speed of the Hosting Services; and

     (ii)   if a Local Installation is used, then the Licensor has no liability or responsibility for any failure or defect in the Software caused by the Local Installation or the Customer's infrastructure. The only responsibility of the

Licensor in this regard is to provide software support (based on the Customer's Support Tier) solely in respect of the Software.

(c) The Customer's sole and exclusive remedy for any failure of the Hosting Services or any error in the Hosting Services against the Licensor, is:

(i) the applicable remedies (if any) expressly set out in a Software Purchase Agreement; and

(ii) to request the Licensor to liaise with the relevant third party hosting provider through the third party hosting provider's usual support services to rectify the relevant failure or error.

(d) The Software Purchase Agreement may specify additional rights and obligations for the parties in relation to Hosting Services and any Local Installation.

7 LIMITATION AND IMPLIED TERMS

Schedule 1 sets out additional provisions which may impact the liability of the Licensor depending on the location of the Licensor.

8 INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER DATA

8.1 The Licensor retains ownership of the Software and Material and all present and future rights in copyright, moral rights, inventions (including patents), trademarks, designs, circuit layouts (whether or not registered or registrable) (together **"Intellectual Property Rights"**) which subsist in the Software and Material at all times. Apart from the Licence granted herein, all such rights are reserved by the Licensor.

8.2 The Customer agrees that it will use the same degree of effort that it uses to protect its own proprietary information to maintain possession and confidentiality of the Software and Material, and to protect the copyrights, and all related technical information, data and materials supplied to the Customer by the Licensor.

8.3 Subject to the Customer's rights, if any, arising under applicable copyright legislation in the country where the Licensor is located, the Customer will not copy, reproduce, modify, disassemble or reverse engineer the Software in any way without receiving written permission from the Licensor to do so.

8.4 Subject to the Licensor's Intellectual Property Rights in the Software and the Material, the Customer shall retain all Intellectual Property Rights in any information or data which the Customer or its Authorized Users upload to or store in the Software ("**Customer Data**"). The Customer may access the Customer Data via functionality contained in the Software.

8.5 There is no obligation on the Licensor or its Resellers to backup Customer Data other than as provided by the then current functionality of the Software or as specified in a Software Purchase Agreement. The Customer acknowledges that it must maintain its own copy of the Customer Data and that the Licensor is not responsible for any loss of, or corruption to, the Customer Data.

9 INFRINGEMENT INDEMNIFICATION

9.1 In the event of any claim, suit, or proceeding brought against the Customer based on an allegation that the Software infringes upon any Intellectual Property Rights of a third party ("**Infringement Claim**"), the Licensor shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including attorney's fees) associated with the defence of such Infringement Claim, and all damages finally awarded or settlements undertaken by the Licensor in resolution of such Infringement Claim, provided the Customer:

(a) promptly notifies the Licensor in writing of the notification or discovery of an Infringement Claim such that the Licensor is not prejudiced by any delay in such notification;

(b) gives the Licensor sole control over the defence or settlement of the Infringement

Claim; and

(c)   provides reasonable assistance in the defence of the same.

9.2   Following notice of an Infringement Claim, or if the Licensor believes such a claim is likely, the Licensor may at its sole expense and option:

(a)   procure for the Customer the right to continue to use the alleged infringing Software;

(b)   replace or modify the Software or to make it non-infringing; or

(c)   accept a return of the Software or provide the Customer with a refund equal to the last twelve (12) months payment in the respect of the Licence, prior to the event.

9.3   The Licensor assumes no liability for any Infringement Claims or allegations of infringement based on:

(a)   the Customer's use of the Software in breach of this Agreement or in breach of the Software Purchase Agreement;

(b)   the Customer's use of any Software after notice that the Customer should cease use of such Software due to an Infringement Claim;

(c)   any modification of the Software by the Customer or at the Customer's direction; or

(d)   the Customer's combination of the Software with non-Licensor software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Software alone.

9.4   This **clause 9** states the exclusive remedy with respect to any Infringement Claim.

10   EXPORT LAWS

10.1   The Licensor, its employees and its agents may be subject to export control laws of Australia, the United States or other jurisdictions that prohibit or restrict transactions with certain parties, and the type and level of technologies and services that may be exported ("**Export Laws**"). The Customer agrees to comply fully with all such laws and regulations of Australia, the United States and other countries to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

10.2   The Software nor underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country to which Australia or the United States has embargoed goods; or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, Non-proliferation Sanctions or General Orders, or similar lists or orders in Australia or other jurisdictions. By using the Software, the Customer is agreeing to the foregoing and it is representing and warranting that it is not located in, under the control of, or a national or resident of any such country or on any such list, and that it acknowledges that it is responsible to obtain any necessary Australian or United States government authorization to ensure compliance with such laws.

11   THIRD PARTY LICENCES AND SERVICES

11.1   The Software may incorporate components licensed to the Licensor by third parties, which may be subject to their own End User Licence Agreements ("**Third Party Licences**").

11.2   The Customer agrees that the use of the Software, in addition to this Agreement, will be governed by any terms and conditions specified by any Third Party Licence that applies to the Software, including but not limited to those appended to this Agreement.

11.3   The Customer agrees to be bound by and observe all terms and conditions of any Third Party Licence and acknowledges that any breach of a Third Party Licence will entitle the Licensor to

terminate the Licence and exercise its rights under **clause 4**.

11.4 The Software 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, or require integration with certain third party software ("**Third Party Services**").

11.5 The Customer acknowledges and agrees that the Licensor shall not be responsible for any Third Party Services, including their functionality, defects, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Licensor does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third Party Services.

11.6 Third Party Services and links thereto are provided solely as a convenience to the Customer and access and use of such Third Party Services and/or links are entirely at the Customer's own risk and subject to such third parties' terms and conditions.

12 CONFIDENTIALITY

12.1 Each party must not, and must use its reasonable endeavours to ensure that it and its officers, employees and advisers and others to whom it discloses the terms of this Agreement, do not:

(a) disclose any Confidential Information;

(b) use any Confidential Information in any manner which may cause or be calculated to cause loss to the other party.

12.2 Despite anything else contained in this Agreement to the contrary, a party may make any disclosure of Confidential Information:

(a) if it has the consent of the party disclosing such information to do so;

(b) if it is required to do so by law;

(c) if the Confidential Information has come within the public domain, other than by a breach of this **clause 12** by any party;

(d) if the Confidential Information was in its possession or known by it without restriction prior to receipt from the party disclosing such information, as can be established by the party's contemporaneous records.

12.3 **"Confidential Information"** for the purposes of this clause means all information of a sensitive nature disclosed by either party, whether or not marked, including, without limitation, the terms of this Agreement, the Software, Materials and individual contact information provided by either party.

13 AMENDING THIS AGREEMENT

13.1 Subject to the terms of the Software Purchase Agreement, the Licensor may amend any of the terms of this Agreement by providing written notice to the Customer of such amendments and/or displaying such amendments or an amended copy of this Agreement to the Customer during its use of the Software. Without limiting the methods by which the Customer may accept such amended terms, the Customer acknowledges and agrees that its, or any of its Authorized Users ongoing use of the Software, after the Customer or any of its Authorized Users are made aware of any amended terms to this Agreement will constitute the Customer's acceptance of such amended terms.

13.2 If the Customer does not agree to any amendments made by the Licensor to the terms of this Agreement, then the Customer must immediately cease all use of the Software.

14 NOTICES AND RELEVANT LICENSOR

The Licensor of the Software to the Customer will be one of the LiveTiles entities named below:

LiveTiles Corporation, 137 W 25th Street, Level 6, New York, NY 10001, USA, or LiveTiles

APAC Pty Ltd, 77 King St, Level 14, Sydney, NSW 2000, or

CYCL AG, Malzgasse 7a, 4052 Basel, Switzerland, or

LiveTiles Europe A/S, Toldbodgade 18, 1253, Copenhagen, Denmark, or

The relevant Licensor of the Software to the Customer will be as specified in the Software Purchase Agreement, or as notified by a relevant LiveTiles entity to the Customer from time to time, and in the absence of such specification or notification, will be LiveTiles APAC Pty Ltd.

A notice under this Agreement must be in writing. A notice to the Customer must be sent to the Customer's address. A notice to the Licensor must be sent by e-mail to info@livetilesglobal.com or by mail to the address of the relevant Licensor above.

15   MISCELLANEOUS

15.1   In the interpretation of this Agreement, unless the contrary intention appears:

(a)   a reference to this Agreement means a reference to an agreement between the Licensor and the Customer on the terms and conditions of this document and includes an amendment or supplement to, or replacement or novation of this Agreement;

(b)   a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa;

(c)   the singular includes the plural and vice versa;

(d)   a reference to any gender includes a reference to all other genders;

(e)   a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;

(f)   an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;

(g)   where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

(h)   headings are inserted for convenience only and do not affect the interpretation of this Agreement.

15.2   Unless otherwise requested in writing by the Customer, the Licensor may use the Customer's corporate identity (if applicable) as part of promoting the Software in the market place.

15.3   This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Agreement.

15.4   A provision of or a right created under this Agreement may not be waived except in writing signed by the party or parties to be bound by the waiver. No single or partial exercise by any party of any right, power or remedy under this Agreement will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.

15.5   If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

15.6   The Licensor may assign, novate or otherwise transfer its rights and obligations that arise under this Agreement. The Customer may not assign its rights or obligations that arise under this Agreement without the prior written consent of the Licensor (which may be withheld).

15.7 The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

16 GOVERNING LAW

This Agreement is governed by, and must be construed in accordance with, the laws of the jurisdiction applying to the Licensor as set out in Schedule 1.

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

Schedule 1

APPLICABLE ADDITIONAL PROVISIONS BASED ON LOCATION OF THE LICENSOR

1   WHERE THE LICENSOR IS A US ENTITY

If the Licensor is LiveTiles Corporation Inc. then the following provisions apply:

1.1   Governing Law and Venue

This Agreement will be governed by the laws of the State of New York without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, the Customer consents to the exclusive personal jurisdiction and venue in the State and Federal courts within the state of New York.

1.2   Acknowledgement

The Customer acknowledges that performance of the Software may be dependent on the Customer's IT infrastructure and in the use of the Software the Licensor cannot guarantee any specific end-user performance.

1.3   Disclaimer

Except for any warranty set forth explicitly in this Agreement, the Software is provided to the Customer "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Licensor, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, the Licensor provides no warranty or undertaking, and makes no representation of any kind that the licensed Software will meet the Customer's 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.

1.4   Limitation of Liability

To the extent permitted under applicable law:

(a)   In no event will the Licensor or its affiliates, or any of its or their respective licensors or service providers, be liable to any Customer or any third party for any use, interruption, delay, or inability to use the Software; lost revenues or profits; delays, interruption, or loss of services, business or goodwill; loss or corruption of data; loss resulting from system or system failure, malfunction, or shutdown; failure to accurately transfer, read, or transmit information; failure to update or provide correct information; or breaches in system security; or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of or in connection with this Agreement, breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the Licensor was advised of the possibility of such damages.

(b)   In no event will the Licensor's and its affiliates', including any of its or their respective licensors' and service providers', collective aggregate liability under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, exceed the total amount paid by the Customer to the Licensor pursuant to this Agreement for the Subscription Licence or Perpetual Licence (**Subscription Price**); or, if no Subscription Price is paid, USD $10.

(c)   The limitations set forth in **paragraphs 1.4(a)** and **1.4(b)** herein shall apply even if the Licensee's remedies under this Agreement fail of their essential purpose.

1.5   U.S. Government Rights

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, the Customer shall receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

1.6   Export Regulation

The Software may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. Without limiting **clause 10**, the Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Customer shall comply with all federal laws, regulations, and rules, and complete all required

undertakings (including obtaining any necessary export license or other governmental approval, prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the U.S..

2 WHERE THE LICENSOR IS AN APAC ENTITY

If the Licensor is LiveTiles APAC Pty Ltd ACN 601 177 691, then the following provisions apply:

2.1 Governing Law and Venue

This Agreement will be governed by the laws of the State of Victoria, Australia without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, the Customer consents to the exclusive personal jurisdiction and venue of the competent courts sitting in the State of Victoria.

2.2 Limitation and Implied Terms

(a) The Customer acknowledges that the Licensor has made no warranties that the Software is error free. If the Software has been provided as part of an Evaluation Licence for testing purposes, then the Customer acknowledges that the Software may only be an alpha or beta version, and may contain errors. In such circumstances, the Customer accepts all risk in using any alpha or beta version of the Software.

(b) The Customer acknowledges that performance of the Software may be dependent on the Customer's IT infrastructure and in the use of the Software the Licensor cannot guarantee any specific end-user performance.

(c) The Customer acknowledges that the Licensor has not made and will not make any express or implied warranties in relation to the Software or any other goods or services provided by the Licensor under this Agreement, other than those warranties expressly contained in this Agreement. Subject to **sub-paragraphs (i)** and **(j)** below, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded.

(d) Subject to **sub-paragraphs (i)** and **(j)** below, the Customer agrees that the Licensor will not be liable in respect of any claim by the Customer (whether contractual, tortious, statutory or otherwise) for any special, incidental, indirect or consequential damages or injury including, but not limited to, economic loss, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Software or the provision of any other goods or services under this Agreement and

whether as a result of any negligence, breach or default, by the Licensor.

(e) The maximum liability of the Licensor under this Agreement for any and all breaches of this Agreement, and for any negligence in relation to this Agreement, will not exceed:

(i) the total annual licence fees paid for the Software by the Customer for the then current term of the Subscription Licence (**Subscription Price**); or

(ii) if no Subscription Price is paid, AUD $10.

(f) Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of the Licensor will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting the Customer's statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

(g) If the Software Purchase Agreement limits the liability of the Licensor to a greater extent than that provided by this **paragraph 2.2**, then the greater limitation of liability provided under the Software Purchase Agreement shall apply.

(h) If the *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of the Licensor is limited, at the option of the Licensor, to:

(i) in the case of goods, any one or more of the following:

(A) the replacement of the goods or the supply of equivalent goods;

(B) the repair of the goods;

(C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(D) the payment of the cost of having the goods repaired; and

(ii) in the case of services:

(A) the supplying of the services again; or

(B) the payment of the cost of having the services supplied again.

(i) Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of the Licensor will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting the Customer's statutory rights or remedies arising by virtue of the breach of any implied term

LIVETILES END USER LICENCE AGREEMENT (EULA)

of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

(j) The Licensor provides the following notice as required by the Australian Consumer Law (which may apply to the Customer if the Customer is a "consumer" under the *Competition and Consumer Act 2010(Cth)*):

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

3 WHERE THE LICENSOR IS A SWISS ENTITY

If the Licensor is CYCL AG, then the following provisions apply

3.1 Warranty

(a) The Customer acknowledges that the Licensor has made no warranties that the Software is error free. If the Software has been provided as part of an Evaluation Licence for testing purposes, then the Customer acknowledges that the Software may only be an alpha or beta version, and may contain errors. In such circumstances, the Customer accepts all risk in using any alpha or beta version of the Software. The Licensor further does not warrant that the Software can be used for a particular purpose.

(b) The Customer acknowledges that performance of the Software may be dependent on the Customer's IT infrastructure and in the use of the Software the Licensor cannot guarantee any specific end-user performance.

(c) Subject to the aforementioned representations and warranties and the representations and warranties contained in this Agreement, the Licensor disclaims any and all other warranties or representations to the fullest extent permitted by law.

(d) If the Software does not perform in accordance with this Agreement, to the fullest extent permitted by law, the Customer's sole and exclusive right and remedy shall be to demand repair or replacement of the non-conforming Software or re-performance of the non-conforming service. In particular, the Customer is not entitled to reduce the fees payable by it or, subject to compulsory law, claim damages.

3.2 Limitation of Liability

Liability for death or personal injury caused by the negligence of the Licensor, fraud or fraudulent

misrepresentation, wilful intent, gross negligence, or any other liability which may not be excluded by law, and unless expressly otherwise stipulated in this Agreement, the Licensor shall have no liability for any direct or indirect damages in connection with this Agreement, including any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict products liability, or otherwise, even if the Customer has been advised of the possibility of such damages.

3.3 Taxes

All payments due to the terms of this Agreement are expressed to be exclusive of value added tax (VAT) or similar indirect taxes (e.g. goods and service tax). VAT/indirect taxes shall be added to the payments due to the terms if legally applicable.

3.4 Governing Law and Venue

This Agreement will be governed by the laws of the Switzerland, without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

The Parties hereby irrevocably submit to the jurisdiction of the ordinary courts in Basel, Switzerland, and, at Licensor's choice, to the ordinary courts at the Customer's domicile, with regard to any dispute arising out of or in connection with this Agreement.

4 WHERE THE LICENSOR IS A DANISH ENTITY

If the Licensor is LiveTiles Europe A/S, then the following provisions apply:

4.1 Governing Law and Venue

This Agreement will be governed by the laws of the Denmark, without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, the Customer consents to the exclusive personal jurisdiction and venue of the competent courts sitting in Denmark.

4.2 Limitation and Implied Terms

(a) The Customer acknowledges that the Licensor has made no warranties that the Software is error free or uninterrupted. If the Software has been provided as part of an Evaluation Licence for testing purposes, then the Customer acknowledges that the Software may only be an alpha or beta version, and may contain errors. In such circumstances, the Customer accepts all risk in using any alpha or beta version of the Software.

(b) If the Customer hosts the Software on its IT infrastructure, the Customer acknowledges that performance of the Software may be dependent on such IT infrastructure and in the use of the Software the Licensor cannot guarantee any specific end-user performance.

(c) The Customer acknowledges that the Licensor has not made and will not make any express or implied warranties in relation to the Software or any other goods or services provided by the Licensor under this Agreement, other than those warranties expressly contained in this Agreement.

(d) The Customer agrees that the Licensor will not be liable in respect of any claim by the Customer for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue, data, internal use of time or external legal or business counselling, arising out of or in connection with the provision of the Software or services or the provision of any other goods or services under this Agreement and whether as a result of any breach or default, by the Licensor.

(e) The maximum liability of the Licensor under this Agreement for any and all breaches of this

Agreement, and for any negligence in relation to this Agreement, will not exceed:

(i) the total annual licence fees paid for the Software by the Customer in the prior twelve (12) months of the Subscription Licence (**Subscription Price**); or

(ii) if no Subscription Price is paid, USD $10.

(f) The Customer waives the right to proportionate reduction and the general provisions of Danish law on proportionate reduction shall not apply.

(g) Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of the Licensor will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting the Customer's statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

(h) If the Software Purchase Agreement limits the liability of the Licensor to a greater extent than that provided by this paragraph 4.2, then the greater limitation of liability provided under the Software Purchase Agreement shall apply.