

1. LICENSE AND ACCEPTANCE OF TERMS

- 1.1 **IMPORTANT - PLEASE READ CAREFULLY:** This End User License Agreement (**Agreement**) is a legal contract between you, either as an individual or a single corporate or business entity (**you**), and Veridooh Pty Ltd (ACN 621 807 243) (**Veridooh, we or us**).
- 1.2 This Agreement governs your use of Veridooh's software as a service, Collaborate platform (analytics.veridooh.com/collaborate), Intelligence platform (analytics.veridooh.com/intelligence), the reports (analytics.veridooh.com/campaigns) and SmartCreative generated by the software as a service (**Software**) which are modifications and expressions of data inputted into the Software (**Outputs**) and related online or electronic documentation (such Software and Outputs and the documentation collectively referred to herein as the **SaaS**).
- 1.3 You wish to license the SaaS, and you represent and warrant that the Enterprise Customer has authorised you to use the SaaS. Your Licence is subject to the Enterprise Customer paying the licence fee as set out in the Enterprise Agreement and the Enterprise Customer authorising your use of the SaaS.
- 1.4 Your license is offered to you, conditional upon your acceptance without modification of the Agreement. **You agree to be bound by the terms of this Agreement by accessing and using the SaaS via the Website. If you do not agree, do not use the SaaS.** Your use of and access to the SaaS indicates your acceptance of the Agreement, and any other terms, conditions, and notices which appear on the Website, as they exist at that time (collectively, the Agreement). If you do not accept the Agreement, you are not authorized to use the SaaS.
- 1.5 Veridooh reserves the right at any time, at its sole discretion, to change or otherwise modify the Agreement in accordance with the terms and conditions herein. This Agreement may be amended from time to time by notices posted on Veridooh's Website before the amendment takes effect. If you have reasonable grounds to believe that amendments made by Veridooh will be detrimental to your rights, you may immediately terminate this Agreement without penalty. You should check the Website from time to time so you are aware of any changes. You agree to be bound to any changes to this Agreement if you continue to use the SaaS after such modification is posted, and your continued access or use of the SaaS signifies your acceptance of the updated or modified Agreement.

2. LICENSE AND SUPPORT

- 1.1 The SaaS is licensed to you and not sold. Subject to the terms of this Agreement, Veridooh hereby grants you a non-exclusive, non-transferable, personal and revocable license to use the SaaS for the Term (**Licence**). You may not sub-license the Licence to any third party.
- 1.2 Veridooh grants the Licence to you on condition that:
 - (a) the SaaS will only be used by you in accordance with the SaaS's normal operating procedures as notified by us to you from time to time;
 - (b) the SaaS will only be used for the purposes contemplated in the Enterprise Agreement and in accordance with any documentation provided to you by us or the Enterprise Customer;
 - (c) you do not reveal any account passwords or other access information in your possession to third parties;
 - (d) you do not allow any third parties access to the SaaS, unless authorised to do so by Veridooh;
 - (e) you do not take any unauthorised screenshots or screen captures of the SaaS;
 - (f) unless authorised by this Agreement, you must not copy, modify, reproduce, reverse engineer or otherwise alter in any way the SaaS; and
 - (g) any warranties, so far as they relate to you, are true at all times during the term of this Agreement.

2. ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS

- 2.1 You acknowledge, agree, warrant and represent that:
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- (a) you have legal capacity, power and authority to enter into this Agreement;
 - (b) Veridooh owns all intellectual property rights in the SaaS and by entering into this Agreement title and/or ownership of the SaaS has not been transferred to you;
 - (c) Veridooh reserves all such rights with respect to the SaaS except for the license expressly granted to you in this Agreement. Except for such express license, no right, title, interest or license in or to the SaaS, whether by implication, estoppel or otherwise, is granted, assigned or transferred to you;
 - (d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and you acknowledge and agree that we will rely on such information and documentation in order to provide the Services;
 - (e) your use of the SaaS is at your own risk; and
 - (f) we may pursue any available equitable or other remedy against you as a result of a breach by you of any provision of this Agreement.
- 2.2 Other than as set out in this Agreement, the licensor makes no warranties or representations in relation to the SaaS.

3. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property

- 3.1 All Intellectual Property in the SaaS and that Intellectual Property developed, adapted, modified or created by us or our Personnel (including in connection with this Agreement, the SaaS and any machine learning algorithms output from the SaaS) is and will remain owned exclusively by us or our third party service providers.
- 3.2 You must not, without our prior written consent:
- (a) copy or use, in whole or in part, any of our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - (c) reverse assemble, reverse engineer, reverse compile or enhance the SaaS;
 - (d) breach any Intellectual Property rights connected with the SaaS, including altering or modifying any of our Intellectual Property;
 - (e) cause any of any of our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of our Intellectual Property;
 - (f) resell, assign, transfer, distribute or make available the SaaS to third parties;
 - (g) "frame", "mirror" or serve any of the SaaS on any web server or other computer server over the Internet or any other network; or
 - (h) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the SaaS.
- 3.3 Notwithstanding anything to the contrary in this Agreement or elsewhere, we may monitor, analyse and compile statistical and performance information (including booking information) based on and/or related to your use of the SaaS (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:
- (a) does not contain identifying information;
 - (b) is not compiled using a sample size small enough to make the underlying data identifiable.
- 3.4 We and/or our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content provided in connection with the Analytics, including all Intellectual Property rights in the foregoing.

Your Intellectual Property

- 3.5 You warrant that you are (or the Enterprise Customer is, as applicable) the owner of the Creative, or have been granted a licence to use the Creative in accordance with this Agreement.
- 3.6 As between you and us, (i) all Creative is and remains your property (or the property of the Enterprise Customer, or you have been granted a licence to use the Creative in accordance with this Agreement, as applicable), and (ii) you (or the Enterprise Customer, as applicable) retain any and all rights, title and interest in and to the Creative.
- 3.7 As between you and us, where your Creative have been modified by us or the SaaS (such as by creating the SmartCreative), each party will retain any and all rights, title and interest in their respective property. For clarity, the SmartCreative Code will remain our property and the Creative remains the property of the original owner.
- 3.8 Licence:** You grant us a perpetual, irrevocable, limited licence to copy, transmit, modify, enhance, store and back-up or otherwise access the Creative solely to:
- (a) supply the Services to you (including to enable you and your Personnel to access and use the Services);
 - (b) diagnose problems with the SaaS Services;
 - (c) enhance and otherwise modify the Services;
 - (d) send any Creative that has been modified by the insertion of the SmartCreative Code to the relevant media owners to upload and display on their digital out of home signage;
 - (e) perform benchmarking and for other business development purposes;
 - (f) develop other services, provided we de-identify the Creative; and
 - (g) as reasonably required to perform our obligations under this Agreement.

4. UPDATES, PRIVACY & NON PERSONALLY-IDENTIFYABLE INFORMATION

- 4.1 You acknowledge that Veridooh has no obligation to provide you with any support for Updates (as defined below) to the SaaS except as agreed in this Agreement or an Enterprise Agreement. Veridooh may, from time to time, automatically Update the SaaS. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such Updates.
- 4.2 The SaaS may contain automatic communications features which relay certain non-personally identifiable information to Veridooh in connection with the operation of the SaaS. This information may include your SaaS settings. Veridooh may use this information for research purposes including statistical analysis of aggregate customer behaviour, in addition to user verification purposes.

5. PRIVACY AND REGISTRATION INFORMATION

- 5.1 As part of any SaaS registration process, Veridooh may request registration-related information, including your name and e-mail address. By providing this information, you consent to its collection and use by Veridooh to provide non-promotional communications regarding the SaaS. Veridooh will not, at any time, share your registration information with third parties unless:
- (a) specifically authorized by you;
 - (b) as required by law or court order;
 - (c) to third-parties providing related services for Veridooh under appropriate obligations of confidentiality;
 - (d) in connection with a legal process; or
 - (e) to an acquirer of all or substantially all of the shares or assets of Veridooh or of the Veridooh division to which this Agreement relates.

6. CONSUMER LAW

- 6.1 Certain legislation including the Australian Consumer Law and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by Veridooh to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- 6.2 If you are a consumer as defined in the ACL, the following notice applies to you from Veridooh: "To the extent we are unable to exclude liability for breach of your statutory rights, our total liability for loss or damage you suffer or incur from our breach of your statutory rights is limited to us re-supplying the SaaS services to you."
- 6.3 Nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL.

7. DISCLAIMER OF WARRANTY

- 7.1 The SaaS is provided to you "as is" without warranty of any kind, except as provided under Australian Consumer Law. To the maximum extent permitted by applicable law, Veridooh and its licensors disclaim all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses, for the SaaS. Veridooh does not warrant that the licensed SaaS will meet your requirements or be error free. The entire risk arising out of the use or performance of the SaaS remains with you. You understand and agree that any SaaS, material or data downloaded or otherwise obtained, accessed or used through the use of the SaaS, is at your own discretion and risk and that you will be solely responsible for any damage to your computer, system or network, including any loss or corruption of data.

8. LIMITATION ON LIABILITY

- 8.1 To the maximum extent permitted by applicable law, in no event will Veridooh or its licensors be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever (nor damages for loss of business profits, business interruption, loss of data, computer system failure, malfunction or other pecuniary loss) arising out of this Agreement, or the use of or inability to use the SaaS, even if Veridooh has been advised of the possibility of such damages.
- 8.2 To the extent permitted by law, Veridooh' total and aggregate liability for all claims for breach of any of its obligations under this Agreement including for the SaaS or breach of any warranty implied by law, however arising, including under contract, tort, negligence, in equity, under statute or otherwise, is limited to replacing or repairing the SaaS.
- 8.3 Veridooh is not responsible or liable for any infections or contamination of your system, damage to your system, or delays, inaccuracies, errors or omissions arising out of your use of the SaaS.
- 8.4 Veridooh is not responsible or liable for any infections or contamination of your system, damage to your system, or delays, inaccuracies, errors or omissions arising out of any third party software or operating system.
- 8.5 Veridooh is not responsible or liable for the acts or omissions of third parties, such as media suppliers and media owners, if they choose not to accept the uploading of the Outputs to their systems and digital out of home signage.

9. INDEMNITY

- 9.1 You hereby agree to indemnify, defend and hold Veridooh and its Licensors harmless from and against any and all liabilities, damages, claims, fines and expenses (including reasonable solicitor's' fees and costs) arising out of any infringement of our intellectual property rights to the SaaS by you.

10. TERMINATION

- 10.1 We may terminate this Agreement in our sole discretion without incurring any liability to you, if:
- (a) the Enterprise Agreement pursuant to which you have been granted access rights to the SaaS is terminated or expires;
 - (b) you commit a non-remediable breach of this Agreement; or
 - (c) you commit a remediable breach of this Agreement and do not remedy the breach within **[14]** days after receiving notice of the breach.

10.2 Upon termination, you must immediately cease all use of the SaaS. In addition to any other remedy available to Veridooh, you agree that Veridooh may seek immediate injunctive relief in the event of a breach of this Agreement by you.

10.3 Termination of this Agreement will not release either Party from any rights or liabilities accrued prior to termination or which would have accrued as a result of an act or omission prior to termination but for the termination of this Agreement.

11. FORCE MAJEURE

11.1 If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (**Force Majeure**), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. CONFIDENTIALITY

12.1 Subject to sub-clause 2, you agree:

- (a) not to disclose the Confidential Information to any third party at any time;
- (b) to use your best endeavours to protect the Confidential Information from any unauthorised disclosure;
- (c) only to use the Confidential Information for the purpose for which it was disclosed by Veridooh and not for any other purpose; and
- (d) to be responsible for and assume liability in relation to all of your employees, agents, consultants and contractors to whom Confidential Information is disclosed and ensure that they maintain the confidentiality of the Confidential Information and otherwise comply with the obligations set out in this Agreement.

12.2 Your obligations set out in the above clause do not apply to Confidential Information:

- (a) that is already in the public domain, except as a result of the actions of you in breach of this Agreement; and/or
- (b) received from a third party, except where there has been a breach of confidence; and/or
- (c) that must be disclosed by law, provided that you reveal only so much of the Confidential Information as you are required by law to disclose and gives sufficient notice to the Licensor in order to allow the Licensor to object to, or otherwise prevent, the Confidential Information being disclosed.

12.3 This clause will survive termination of this Agreement.

13. RELATIONSHIP OF PARTIES

13.1 This Agreement does not create an employment, partnership, fiduciary or agency relationship between the Parties.

14. ASSIGNMENT

14.1 This Agreement is personal to the Parties. We may assign or novate this Agreement to another party without your consent. You must not assign or deal with the whole or any part of its rights and/or obligations under this Agreement without our prior written consent (such consent not to be unreasonably withheld). Any purported dealing in breach of this clause is of no effect.

15. WAIVER OR VARIATION OF RIGHTS

15.1 Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

16. POWERS, RIGHTS AND REMEDIES

16.1 Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

17. CONSENTS AND APPROVALS

17.1 Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally. Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to this Agreement.

18. ENTIRE AGREEMENT AND UNDERSTANDING

18.1 In respect of the subject matter of this Agreement:

- (a) this Agreement contains the entire understanding between the Parties; and
- (b) all previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

20. DEFINITIONS AND INTERPRETATION

“Australian Consumer Law” means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“Business Day” means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

“Confidential Information” means any information or document about or in any way relating to the terms of this Agreement or the licensor in any media or form that is acquired by or made available to you in the course of the relationship between the Parties, including but not limited to any information or documents about the SmartCreative, our business, organisational structure, activities, operating procedures, products and services, trade secrets and know how, finances, plans, transactions and policies.

“Creative” means the images, videos and any other creative assets provided by you, your Personnel, Authorised Users or an authorised third party in connection with this Agreement.

“Enterprise Agreement” means a software as a service agreement between Veridooh and an Enterprise Customer.

“Enterprise Customer” means an enterprise customer who has entered into an Enterprise Agreement.

“Intellectual Property” includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks,

designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, customer names or internet domain names. Our Intellectual Property includes the Software, the SmartCreative Code, and the Reports.

“Parties” means the parties entering into this Agreement.

“Report” means the data generated by the Software and SaaS Services which shows the results of the tracking of the performance of digital out of home campaigns;

“SmartCreative” means the combination of the Creative and the SmartCreative Code.

“SmartCreative Code” means the code integrated into creative assets (either video or static image) that enables the Software and SaaS Services to track, measure and verify the performance of digital out of home campaigns.

“Term” means the date on which you have been granted access to the SaaS by an administrator under an Enterprise Agreement until the earlier of when such Enterprise Agreement is terminated or expires.

“Updates” means available updates to the SaaS, such as bug fixes, patches, upgrades, enhanced functions, plug-ins and new versions.

“Website” means www.veridooh.com.