

Enov8 End User License Agreement (EULA)

Effective Date: 01 JULY 2023

This End User License Agreement (“Agreement”) governs your use of the Enov8 software products and services (“Software”) provided by Enov8 Ltd (ABN 92 612 227 317), headquartered at Level 11, 205 Pacific Highway, St Leonards, Sydney NSW 2065, Australia. By installing, accessing, or using the Software, you agree to the terms of this Agreement. If you do not agree, you may not use the Software.

1. Grant of License

Enov8 grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely for your internal business purposes during the subscription term.

2. Subscription & Term

Unless otherwise agreed in writing, this Agreement and the corresponding license shall remain in effect for a term of one (1) year from the date of first use and shall automatically renew for successive one-year periods unless terminated in accordance with Section 7.

3. License Restrictions

You shall not: (a) copy, distribute, rent, lease, sublicense, or transfer the Software; (b) reverse engineer, decompile, disassemble, or create derivative works of the Software; (c) use the Software to build or benchmark a competing product or service; or (d) interfere with or disrupt the Software’s performance or security.

4. Ownership & Intellectual Property

All rights, title, and interest in and to the Software, including all improvements, enhancements, and derivative works, remain the exclusive property of Enov8. You acquire no ownership rights under this Agreement.

5. Acceptable Use

You shall not use the Software: (a) for any unlawful, harmful, or abusive purposes; (b) to gain unauthorized access to systems, networks, or data; (c) to perform load or performance testing without Enov8’s written approval; or (d) in any way that circumvents license limitations or intended usage.

6. Data Processing & Privacy

To the extent Enov8 processes personal data on your behalf, such processing shall be governed by the Enov8 Data Processing Addendum (DPA), which is available on request. You retain all rights in your data and remain the data controller; Enov8 acts solely as the data processor and will process data only in accordance with your documented instructions and applicable data protection laws.

7. Termination

This Agreement will terminate immediately if you breach any of its terms. Upon

termination, you must cease use of the Software and destroy all copies. Enov8 may also suspend or terminate your access for non-payment or use in violation of applicable law.

8. Limited Warranty & Disclaimer

Enov8 warrants that the Software will perform substantially in accordance with its documentation. Disclaimer: Except as expressly stated, the Software is provided “as is” without warranties of any kind, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability

To the maximum extent permitted by law: (a) Enov8’s total aggregate liability for all claims under this Agreement shall not exceed the fees paid by you to Enov8 in the twelve (12) months preceding the claim; and (b) Enov8 shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits, lost data, or costs of substitute services. This limitation does not apply to: (i) death or personal injury caused by gross negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of confidentiality obligations; or (iv) Enov8’s indemnification obligations under applicable agreements.

10. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, internet outages, cyberattacks, strikes, or government restrictions.

11. Governing Law & Dispute Resolution

This Agreement is governed by the laws of New South Wales, Australia. Any disputes shall be resolved exclusively by the courts located in Sydney, New South Wales.

12. Entire Agreement

This Agreement constitutes the entire understanding between you and Enov8 regarding the use of the Software and supersedes any prior or contemporaneous agreements.