

# Fortiro End User Licence Agreement

## 1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you access the Platform are as follows:

- We may amend these Terms, or the features of the Platform at any time, by providing written notice to you;
- We will handle your personal information in accordance with our privacy policy, available at <https://fortiro.com/privacy-policy>;
- Our liability under these Terms is limited to \$25,000, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data.

## 2 Introduction

2.1 These terms and conditions (Terms) are entered into between Fortiro Pty Ltd ABN 60 652 862 050 (we, us or our) and you, together the Parties and each a Party.

2.2 We provide the cloud-based platform, which include the Solution Products: Fortiro Protect, Fortiro Accelerate, and Fortiro Redact (Platform).

2.3 In these Terms, you means the person or entity using the Platform. If you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then you means your entity and you are binding your entity to these Terms.

2.4 We may have a formal agreement in place with the entity you work for or provide services to (Agreement). To the extent of any inconsistency between the Agreement and these Terms, the terms of the Agreement will prevail.

## 3 Acceptance and Platform Licence

3.1 You accept these Terms by, where relevant, executing these Terms, or by checking the box, clicking “I accept”, or registering on the Platform.

3.2 We may amend these Terms at any time, by providing written notice to you. By continuing to use the Platform after the notice or 30 days after notification (whichever date is

earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.

3.3 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

3.4 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using the Platform to defame, harass, threaten, menace or offend any person;
- (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
- (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
- (e) facilitating or assisting a third party to do any of the above acts.

## 4 Fortiro Platform Services

4.1 We agree to grant you with access to the Platform on the terms and with the permissions as set out on the Platform.

4.2 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, and internet providers) (Third Party Services). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.

4.3 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform, should you need one.

4.4 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

## 5 Service Interruptions

5.1 We agree to use our best endeavours to make the Platform available at all times. However, from time to time:

- (a) the Platform may be subject to a service interruption, where you cannot access the Platform; and
- (b) we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.

5.2 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via the help desk, over the phone, or via email etc. We will endeavour to respond to any support requests in accordance with the information set out on the Platform, or as otherwise agreed between the Parties.

5.3 Correction of Service Interruptions: If a Service Interruption occurs, we will:

- (a) allocate the Priority Level for a Service Interruption in accordance with the information available on the Platform, or as otherwise agreed between the Parties; and
- (b) use commercially reasonable efforts to respond to and resolve or provide a Work-Around in respect of the Service Interruption in accordance with the Service Levels specified on the Platform.

## 6 Service Levels

6.1 We will use commercially reasonable efforts to respond to and resolve Service Interruptions identified by us within the time-frames specified in the Agreement and/or notified by us to you, or as otherwise agreed between the Parties. For the avoidance of doubt, where a Response Time or Resolution Time is measured in minutes or hours, this will only be during the hours of support of 8am-8pm AEST on business days in Australia, unless otherwise agreed in writing between the Parties, such as in the Agreement.

## 7 Access to the Platform

7.1 You must have a user account to access the Platform's features. You will be invited to access the Platform via an email or link provided by us or the entity you work for, and/or an account administrator.

7.2 You may be required to provide basic information when registering for the Platform. We may also allow sign in using single sign-on (SSO), using your corporate credentials (such as your work email address and password).

7.3 All personal information you provide to us will be treated in accordance with our Privacy Policy.

7.4 You agree not to share your login details with any other person. Your login is personal and you must not transfer or provide it to others.

7.5 You are responsible for keeping your login details and your username and password confidential and you will be liable for all activity via your login. You agree to immediately notify us of any unauthorised use of your login.

## 8 Our Intellectual Property

8.1 Customer Material: We acknowledge and agree that, as between the Parties, you own all Intellectual Property Rights in and to all software, tools, documentation, reports, diagrams, data procedures, plans and other materials, irrespective of media or form, provided by or on behalf of you to us in your use of the Platform (Customer Material).

8.2 You grant us an irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use, develop, modify, adapt, reproduce and sublicense to its Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)) and third party contractors the Customer Material to the extent necessary:

- (a) to provide the Platform and perform its obligations under the Agreement for the Term;
- (b) to meet any of our obligations under law; and
- (c) to make further Improvements to the Services or Fortiro Material.

8.3 Fortiro Material: You acknowledge that we own all Intellectual Property Rights in and to the Fortiro Material. Subject to all appropriate payment, we grant you a revocable, non-exclusive, royalty-free licence to use the Fortiro Material to the limited extent necessary for you to enjoy the benefit of the Platform.

8.4 Improvements: We own all rights to and interests in any Intellectual Property Rights subsisting in any invention or improvement, which is:

- (a) made by you, for example by providing feedback to us;
- (b) attributable in whole or in part to the Platform or Fortiro Materials; or

(c) any of our Intellectual Property Rights or confidential information (Improvements).

8.5 All rights in and to Improvements vests in us immediately upon creation, and you hereby assign to us all of rights to or interests in any Improvements.

8.6 To the extent any rights to or interests in any Improvements do not vest in or are not assigned to us under this clause, you agree to do all things necessary for the proper vesting or assignment of such rights and interests to us, including executing all documents or assignments and providing all necessary information, records or materials.

## 9 Confidentiality

9.1 Each Party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other party.

9.2 This obligation of confidence does not apply to Confidential Information:

(a) required to be disclosed by applicable law or the rules of any stock exchange upon which the recipient's securities are listed, provided that the recipient:

i. discloses the minimum amount of Confidential Information required to satisfy the Law or rules; and

ii. before disclosing any information, the recipient provides a reasonable amount of notice to the discloser and exhausts all reasonable steps (whether required by the discloser or not) to maintain the Confidential Information in confidence;

(b) in the public domain otherwise than as a result of a breach of the Agreement or another obligation of confidence;

(c) independently developed by the recipient; or

(d) already known by the recipient independently of its interaction with the other party and free of any obligation of confidence.

## 10 Warranties

10.1 You represent, warrant and agree that:

(e) you will not use our Platform, including Fortiro Material, in any way that competes with our business;

- (f) if you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then you access and use the Platform on behalf of that entity;
- (g) there are no legal restrictions preventing you from entering into these Terms;
- (h) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
- (i) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

## 11 Liability

11.1 Despite anything to the contrary, to the maximum extent permitted by law:

- (a) you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Platform Licence clause and the Intellectual Property clause of these Terms;
- (b) neither Party will be liable for Consequential Loss;
- (c) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
- (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to \$25,000.

## 12 Access

12.1 We may revoke your access to the Platform at any time by giving 30 days' written notice to you.

12.2 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.

## 13 General

13.1 Assignment: You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.

13.2 Disputes: A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

13.3 Entire Terms: These Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

13.4 Force Majeure: To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.

13.5 Governing law: These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

13.6 Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

13.7 Privacy: Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

13.8 Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## 14 Definitions

14.1 Confidential Information means in relation to a party means any information (in any form) that is by its nature confidential, is divulged in circumstances which imply that it is

confidential, the party receiving the information knows or ought to know is confidential, or is designated by a party as confidential, and includes:

- (a) information which has any actual or potential commercial value or is comprised in or of or relating to any Intellectual Property Rights of a party, including, but not limited to, the fraud rules applied by the Platform to assess documents;
- (b) information relating to the internal management and structure, policies and strategies of a party; and
- (c) personal information or any other information relating to a party's employees, subcontractors, agents, clients or suppliers.

14.2 Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

14.3 Intellectual Property Rights means any copyright, registered or unregistered designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

14.4 Fortiro Material means:

- (a) any material, information or knowledge, regardless of form, including without limitation any data, text, chart, graphics, reports, calculations, statistics, software, source code, object code, designs, algorithms, templates, formats, tools, methodologies, strategies, processes, procedures or routines; and
- (b) any of Fortiro's software, algorithms, methodologies, finger print hash values created from Customer Material, processes, tools, tool-kits, routines, designs, templates, formats, strategies, content management tools, functional, technical, scripts, texts, graphics, databases, data compilations and collections and technical data or specification or instructional guides or procedures;

including any improvements to the foregoing.

14.5 Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.



14.6 Platform means the Fortiro Solutions, the technology platform which extracts content and other information from documents in order to detect fraud and allow for the automated processing and/or redaction of the document within a customer's system.

For any questions or notices, please contact us at:

Fortiro Pty Ltd ABN 60 652 862 050

Email: [admin@fortiro.com](mailto:admin@fortiro.com)

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