

End User Licence Agreement (EULA)

Version 1.2 Get Early Pty Ltd Confidential 2025

1. Purpose and Acceptance

1.1 This Agreement governs your use of the **Get Early software** provided by **Get Early Pty Ltd (ACN 626 848 913)** (“we, us, or our”).

1.2 By accessing or using the Get Early software, you agree to be bound by this Agreement. If you do not accept these terms, you must immediately cease using the software.

1.3 You warrant that you have the legal capacity and authority to enter into this Agreement.

1.4 If you obtained the software through the **AWS Marketplace**, you acknowledge that:

- AWS is not a party to this Agreement,
- AWS is not responsible for the software, its performance, support, or maintenance, and
- any terms between you and AWS do not modify this Agreement.

2. Licence Grant

2.1 We grant you a **non-exclusive, non-transferable, non-sublicensable, revocable, personal licence** to use the Get Early software during the Term solely for your internal business purposes, subject to this Agreement.

2.2 All rights not expressly granted are reserved by us.

3. Term and Termination

3.1 This Agreement commences upon your first use of the software and continues until terminated.

3.2 The **minimum subscription term is six (6) months** from the Commencement Date.

Thereafter, the Agreement automatically renews on a month-to-month basis unless either party provides 30 days’ written notice of termination.

3.3 Either party may terminate immediately if the other materially breaches this Agreement and fails to remedy the breach within 14 days of written notice.

3.4 Upon termination, you must immediately cease using the software and destroy any related materials.

3.5 Clauses 4, 7, 8, 10, and 11 survive termination.

4. Intellectual Property

4.1 All intellectual property rights in the **Get Early software** (including source code, architecture, algorithms, templates, integrations, documentation, and design) are and remain the exclusive property of Get Early Pty Ltd or its licensors.

4.2 You must not, and must not allow any third party to:

- copy, modify, or distribute the software or its content;
- reverse-engineer, decompile, disassemble, or attempt to derive its source code;
- use it to develop a competing product; or
- remove any proprietary notices or branding.

4.3 You must not challenge or dispute our ownership of the Get Early software IP.

5. Support and Maintenance

5.1 We provide support and maintenance as described in the **Get Early Support & Maintenance Policy**, available on our website or AWS Marketplace listing.

5.2 Support includes:

- standard business-hours technical assistance (AEST 9 am – 5 pm, Monday – Friday),
- access to product updates and bug fixes, and
- scheduled maintenance notifications.

5.3 Enhanced or enterprise-level support may be available under a separate agreement.

6. Updates and Upgrades

6.1 From time to time, we may provide updates or upgrades to improve security, performance, or functionality.

6.2 Updates are applied automatically or made available via AWS Marketplace. Your continued use after an update constitutes acceptance of the revised software.

7. Privacy, Security, and Data Protection

7.1 We handle all personal and business data in accordance with our **Privacy Policy** (available at www.getearly.com/privacy) and the **Australian Privacy Principles**.

7.2 Customer data is processed and stored securely in **AWS regions located in Australia**, following **ISO 27001:2022** standards and AWS security best practices.

7.3 You remain the data controller for your content and are responsible for complying with applicable data-protection and privacy laws.

8. Liability and Indemnity

8.1 Nothing in this Agreement excludes, limits, or modifies rights under the **Australian Consumer Law** or any equivalent legislation.

8.2 The software is provided on an **“as is”** basis. To the maximum extent permitted by law, we disclaim all other warranties, express or implied.

8.3 You assume all risk arising from your use of the software.

8.4 You indemnify and hold harmless Get Early Pty Ltd and its officers, employees, and agents from any claims, losses, damages, or expenses (including reasonable legal fees) arising from:

- misuse of the software,
- breach of this Agreement, or
- violation of law or third-party rights.

8.5 Neither party is liable for indirect, consequential, or special loss, including loss of profit, revenue, goodwill, or data.

9. Export Control and Compliance

You agree not to export, re-export, or transfer the software in violation of any applicable export laws or regulations, including those of Australia or the United States.

10. Force Majeure

We are not liable for any delay or failure in performance caused by events beyond our reasonable control, including natural disaster, war, terrorism, pandemic, internet outages, labour disputes, or government actions.

11. General Provisions

11.1 Variation: We may update this Agreement from time to time; notice of changes will be published on our website or AWS Marketplace listing. Continued use constitutes acceptance.

11.2 Assignment: You must not assign or transfer any rights or obligations without our prior written consent.

11.3 Waiver: A waiver must be in writing and signed by the party giving it.

11.4 Severability: If any provision is held invalid, the remaining provisions remain in effect.

11.5 No Merger: Rights and obligations that are intended to survive termination do so.

11.6 Governing Law: This Agreement is governed by the laws of Victoria, Australia, and the parties submit to the exclusive jurisdiction of its courts.

11.7 Notices: All notices must be in writing and sent to the contact address listed on our website or the AWS Marketplace portal.

12. Definitions

Agreement means this End User Licence Agreement.

AWS Marketplace means the Amazon Web Services Marketplace through which the software is distributed.

Get Early software means the proprietary project-management and reporting platform known as “Get Early,” including all updates, integrations, and related materials.

Intellectual Property (IP) means all copyrights, trade marks, patents, design rights, trade secrets, know-how, and related rights, whether registered or unregistered.

Term has the meaning given in Clause 3.

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