

BDO Lead End User License Agreement and Limited Warranty

1 Important - please read carefully.

- (a) Permission to use BDO Lead is conditional upon you agreeing to the terms set out in this end user license agreement and limited warranty ('EULA'). This EULA sets out the basis upon which we permit you to use BDO Lead and includes an indemnity by you, warranty disclaimers, limitations of liability by us and a limited warranty.
- (b) You agree that this EULA is enforceable like any written contract signed by you. If you do not wish to accept these terms, we do not authorise you to use BDO Lead.

2 Introduction

In this EULA:

- (a) "**we**", "**us**", "**our**" and "**BDO**" means BDO Lead APJ Pty Ltd ACN 625 757 226;
- (b) "**BDO Lead**" means the software platform known as 'BDO Lead' that is designed to enable entities that are parties to a lease (amongst other things) to assess and review compliance with Accounting Standard IFRS 16 (in Australia, AASB 16 Leases and in New Zealand, NZ IFRD 16 Leases) and includes the website used to access BDO Lead;
- (c) "**Related Bodies Corporate**" has the same meaning as given to it in the *Corporations Act 2001* (Cth).

3 Your rights to use the App

- (a) Subject to the terms of this EULA, we grant you a personal, non-exclusive, non-transferable, non-sub licensable, revocable license to use BDO Lead solely for your own internal business purposes.
- (b) The license granted under clause 3(a) is subject to, and you must comply with, the following conditions:
 - (i) you are responsible for maintaining the security of your access credentials. You must not disclose to any other person the access credentials required by you to access BDO Lead;
 - (ii) you must not copy, reproduce, translate, adapt, vary, modify, prepare derivative works from, publicly perform or publicly display any portion of BDO Lead without our written consent, except as expressly authorised by this EULA;
 - (iii) you must not decompile, reverse engineer or otherwise attempt to derive the algorithms by which any portion of BDO Lead operates (except to the extent applicable laws specifically prohibit such restriction);
 - (iv) you must not sell, rent, sublicense, distribute, transmit, disclose, publish, assign or otherwise transfer any rights in BDO Lead without our prior written consent;
 - (v) you must not permit any third party to benefit from the use or functionality of BDO Lead via a timesharing, service bureau or similar arrangement; and

- (vi) you must not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels displayed in BDO Lead.
- (c) Title and ownership of all proprietary rights, including any copyright, patent, trade secret, trademark or other intellectual property rights, in and to BDO Lead, and any copies thereof, remains the property of us or our licensors, and the source code underlying BDO Lead is our confidential and proprietary information. No ownership rights in BDO Lead or any copy thereof are being sold to you. Certain items of software included with BDO Lead may be subject to “open source” or “free software” licenses (**‘Open Source Software’**). Some of the Open Source Software may be owned by third parties. The Open Source Software that is owned by third parties is not subject to the terms and conditions of this EULA. Instead, those items of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software that is owned by third parties.
- (d) BDO Lead and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of us and our licensors. BDO Lead is licensed to you, not sold, under this EULA. There are no implied licenses in this EULA. Any intellectual property rights in BDO Lead not expressly granted to you are reserved, except that nothing in this EULA excludes or limits your rights to make reproductions of BDO Lead where, and to the extent that, such exclusions or limitations are not permitted by, or not effective at, law.
- (e) Rights in any trademarks used in association with BDO Lead are retained by us or our licensors. You will not use any of our trade marks without our written consent.
- (f) BDO Lead is designed to communicate over the internet. You acknowledge that transmitting data over the internet is not 100% secure or free from risk of compromise.
- (g) We may use and disclose certain information collected through BDO Lead as set forth in our Privacy Policy (<https://www.bdo.com.au/en-au/legal-privacy/privacy-policy>) and as permitted by applicable Privacy laws, which are incorporated by reference to this EULA. You hereby consent to such collection, use and disclosure of information.
- (h) You agree to indemnify, defend, and hold harmless us, our Related Bodies Corporate, and our and their respective officers, directors, employees, subcontractors and agents (**‘Indemnitees’**) from and against any claims, suits, investigations and actions, including any associated loss (including reasonable costs and expenses), damage, cost, expense or other liability, brought by any third party against any Indemnitee to the extent based on or arising from any failure by you to comply with this EULA. You shall not settle any such claim without our consent unless such settlement forever and completely releases the indemnitees from all liability with respect to such claim. We shall not be obligated to indemnify, defend or hold you harmless with respect to any third-party claims arising out of or relating to BDO Lead, including without limitation any claims for intellectual property infringement.

4 Warranty Disclaimer for App

- (a) **BDO Lead is provided “as is.” We make no warranty of any kind, either express or implied, with respect to BDO Lead. To the maximum extent permitted by law, we expressly disclaim any warranty of merchantability, fitness for a particular purpose or non-infringement. Without limiting the foregoing, we make no warranty that BDO Lead will be error-free or free from interruptions or other failures or that BDO Lead will meet your requirements.**

- (b) Some jurisdictions do not allow some of the foregoing exclusions or limitations, so some of these exclusions or limitations may not apply to you.

5 Limitation of Liabilities

- (a) If you purchased or use BDO Lead in Australia, BDO Lead come with guarantees that cannot be excluded under the Australian Consumer Law, including guarantees that BDO Lead will be of acceptable quality and reasonably fit for purpose. Where conditions, warranties or guarantees implied by or otherwise arising under applicable law cannot be lawfully excluded, then to the extent permitted by law, we limit our liability for a breach of any such condition, warranty or guarantee, where we are entitled to do so, at our option, to the resupply of the relevant services or paying the cost of that resupply.
- (b) We are not liable for any internet access or data usage fees or charges associated with your use of BDO Lead or access to any information provided through BDO Lead or otherwise.
- (c) We will have no liability with respect to the Open Source Software or your use thereof.
- (d) **To the maximum extent permitted by law, we, our Related Bodies Corporate and our licensors will not be liable to you or any other person for any special, incidental, indirect, exemplary, punitive or consequential damages, loss of revenue, loss of profits, loss of data, loss of goodwill or credit, loss of reputation or future reputation or publicity or loss of anticipated savings, however caused (whether by negligence or otherwise), arising out of or relating to this EULA or BDO Lead, even if we know or have been advised of the possibility of such loss or damage.**
- (e) **Without limiting clauses 5(a) to 5(d) (inclusive), if we or our Related Bodies Corporate or our licensors are liable to you for damages (on any basis, including negligence) under or in connection with this EULA or BDO Lead, then to the maximum extent permitted by law, the maximum aggregate liability of us, our Related Bodies Corporate and our licensors for those damages will not exceed the total amount of the fees you have paid to us (or our authorised resellers) in the preceding 12 months. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.**
- (f) You acknowledge and agree that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this EULA would be substantially different. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you. **Nothing in this EULA excludes or limits any liability of us that cannot be excluded or limited under applicable law.**

6 Maintenance

Nothing in this EULA entitles you to support or maintenance services, updates or new releases in respect of BDO Lead. However, if we in our absolute discretion update BDO Lead, then each update will be subject to this EULA and you agree to be bound by this EULA when using said update.

7 Term and Termination

This EULA and the licenses granted hereunder are effective on the date you access BDO Lead with authorised credentials and shall continue until this EULA is terminated under this section. We may terminate this EULA immediately: (a) without notice at any time if you fail to comply with any term(s) hereof; or (b) otherwise for any reason by notice to you in writing. You may terminate this

EULA effective immediately upon written notice to us. Upon termination of this EULA, you must stop all use of BDO Lead and we will terminate your ability to access BDO Lead and the licenses granted hereunder will terminate, but the definitions and the rights, duties and obligations of the parties that by their nature continue and survive (including, without limitation, the provisions concerning ownership, limitation and exclusion of liability, indemnity and the warranty disclaimers) shall survive any termination of this EULA.

8 General

- (a) Neither the rights nor the obligations arising under this EULA are assignable by you without our written consent, and any such attempted assignment shall be void and without effect. This EULA is binding upon and is for the benefit of the respective successors and permitted assigns of the parties hereto.
- (b) Failure or neglect by either party to enforce at any time any of the provisions of this EULA will not be construed or deemed to be a waiver of that party's rights under this EULA. A waiver of any default is not a waiver of any subsequent default.
- (c) This EULA and any software licence agreement between us and your employer or you contains the entire agreement between you and us concerning the subject matter hereof and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement regarding this subject matter.
- (d) If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- (e) You agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA will be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria. Notwithstanding the foregoing, a material breach of this EULA adversely affecting our proprietary rights would cause irreparable harm to us for which a remedy at law would be inadequate, and we will be entitled to seek injunctive relief in any court having jurisdiction to protect our intellectual property or confidential information. The courts in some countries will not apply Victorian law to some types of disputes. If you reside in one of those countries, then where Victorian law is excluded from applying, your country's laws will apply to such disputes related to these terms. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.