

END USER LICENCE AGREEMENT

This End-User Licence Agreement ("EULA") is a legal agreement between you and NeXtrack Software Pty Ltd that covers the NeXtrack software product ("Software") and any supplemental information that Trieste Next Pty Ltd has made available (including documents together with their accompanying supplemental information).

This EULA supplements the TERMS AND CONDITIONS. By accessing or otherwise using any NeXtrack Software, you agree to be bound by the terms of this EULA.

If you do not agree to the terms of this EULA, do not use any NeXtrack software. This EULA does not grant you any other rights but for the ones contained herein.

1. **GRANT OF LICENCE.** This EULA grants you the right to use the Software only for its intended purpose. You may not sell, resell, licence, rent, lease, lend, or otherwise transfer for value, the use of or installation of the Software. You may not redistribute the Software in any form or broadcast it in any media.
2. **RESERVATION OF RIGHTS.** All title and copyrights in and to the Software, and any copies of the Software, are owned by Trieste Next Pty Ltd and/or its affiliates. All rights not expressly granted are reserved by Trieste Next Pty Ltd and/or its affiliates. In particular, this EULA does not grant you any rights in connection with any trademarks or service marks of Trieste Next Pty Ltd and/or its affiliates. Use of the Software for any purpose other than expressly permitted in this EULA is prohibited, and may result in severe civil and criminal penalties.
3. **TERMINATION.** Without prejudice to any other rights, Trieste Next Pty Ltd may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software.
4. **SPECIFIC USE.** Trieste Next Pty Ltd and/or its affiliates make no representations about the suitability of the software for any purpose. This software is provided by the author "as is" and any express or implied warranties, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose are disclaimed. In no event shall the author be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of use of this software, even if advised of the possibility of such damage.
5. **ACCOUNTS AND PASSWORDS.** You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorised or unauthorised by you. You agree to immediately notify Trieste Next Pty Ltd of any unauthorised use or your registration, user account or password.
6. **YOUR CONDUCT.** You agree that all information or data of any kind, whether text, software, files, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used. Trieste Next Pty Ltd shall not be responsible to you in any way for the Content that appears in the Software nor for any error or omission, nor liable for any breaches of any copyright in the content stored in the Software by you and your users.
7. **THIRD PARTY SERVICES.** Goods and services of third parties may be advertised and/or made available on or through this Software. Representations made regarding products and services provided by third parties are governed by the policies and representations made by

END USER LICENCE AGREEMENT

these third parties. Trieste Next Pty Ltd shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

8. The User warrants that they own or have the right and licence to use any and all information uploaded to the NeXtrack system. The User indemnifies NeXtrack against any loss or damage (including consequential loss) that may result from any information uploaded to the NeXtrack system, including but not limited to copyright breach.
9. MISCELLANEOUS. If you use the Software in Australia, this EULA is governed by the laws of the State of Queensland. If you use the Software outside Australia, then local laws may apply. In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact. The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect. You agree that without regard to any statute or contrary law that any claim or cause arising out of the use of this Software must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred. We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation. Should you have any questions concerning this EULA, or if you desire to contact Trieste Next Pty Ltd for any reason, please contact Trieste Next Pty Ltd on +61 1300 880 113, or write to: Trieste Next Pty Ltd. Suite 1, Level 1, 52 Thomas Drive, Chevron Island, QLD Australia 44217.
10. IMPORTANT. NeXtrack is a registered trademark of Trieste Global Pty Ltd group.