

INIVAI USER LICENSE

By accepting this agreement or by installing the Gatelogic Software Product (Gatelogic), you agree to the following Inivai Technologies Pty Ltd's (Inivai) terms and conditions, notwithstanding anything to the contrary in this agreement.

- **1. License.** Subject to your compliance with these terms and conditions, Inivai grants you a non-exclusive, non-transferable license to use Gatelogic, solely for educational or commercial purposes but Gatelogic is not accredited for commercial medical diagnostic applications. Inivai reserves all rights in Gatelogic, not expressly granted to you here.
- **2. Restrictions.** The source code, design, and structure of Gatelogic are patent and trade secrets. You will not disassemble, decompile, or reverse engineer it, in whole or in part, except to the extent expressly permitted by law. You will not use Gatelogic for illegal purposes. You will comply with all export laws. Gatelogic is licensed, not sold.
- **3. Downloading and Updates.** Gatelogic downloads only those files that are both authorized by you for download (specifically by license subscription) and as approved by Inivai.
- **4. Disclaimer of Warranty.** Inivai disclaims any responsibility for harm resulting from Gatelogic or any software or content downloaded using Gatelogic, whether or not Inivai approved such software or content. Inivai approval does NOT guarantee that software or content from an approved partner will function, sound, or appear as offered or hoped, or be complete, accurate, or free from bugs, errors, viruses, or other harmful content.

INIVAI EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE REGARDING THE GATELOGIC SOFTWARE OR ANY SOFTWARE OR CONTENT YOU DOWNLOAD USING THE GATELOGIC SOFTWARE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INIVAI OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

Some jurisdictions do not allow certain limitations on implied warranties, so the above limitation may not apply to you to its full extent.

5. Limitation of Liability. Inival's total liability to you from all causes of action and under all theories of liability will be limited to usd\$50.00. In no event and under no theory of liability will Inival be liable to you for any special, incidental, exemplary or consequential damages arising out of or in connection with this agreement or the software, whether or not inival has been advised of the possibility



OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL SURVIVE EVEN IF ANY LIMITED REMEDY SPECIFIED IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you to its full extent.

- **6.** U.S. Government Users. Gatelogic is "commercial computer software", any use of which by or on behalf of the U.S. Government is subject to the restrictions herein. Gatelogic is manufactured by Inivai Technologies Pty Ltd.
- 7. General. These Inivai terms will be governed by and construed in accordance with the laws of Victoria, Australia, without regard to conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The failure by either party to enforce any provision will not constitute a waiver. Any waiver, modification, or amendment of the Inivai terms will be effective only if signed. If any provision is held to be unenforceable, it will be enforced to the maximum extent possible and will not diminish other provisions. This is Inivai's complete and exclusive understanding with you regarding your use of Gatelogic as an end user.
- 8. Contact. If you have any questions, please visit < blair@inivai.com >