Optomate Touch End-User License Agreement
Updated 07/10/2026

This EULA between Monkey Software Pty Ltd ("**Monkey**") and the Customer is effective as of the earlier of (a) the date the Customer executes this EULA or any associated order form, or (b) the date the Customer first accesses or uses the Monkey Software or Support and Maintenance Services (the "**EULA Effective Date**"). Unless otherwise indicated, all capitalised terms used have the meanings given in this EULA. If the Customer has entered into a separate master agreement or order form with Monkey which incorporates this EULA (an "Agreement"), then the terms of that Agreement apply together with this EULA.

1. LICENSED SOFTWARE AND SERVICES

1.1 License of Software and Services. Customer's right to access and use the Optomate Touch software and any related applications, modules, features, updates, upgrades, enhancements and documentation made available by Monkey from time to time ("**Monkey Software**"), together with related Support and Maintenance Services (as set out in Schedule C), is subject to the terms of this EULA and any applicable Software Licence Agreement between Monkey and the Customer. Customer must ensure that its officers, employees, contractors and other authorised personnel who access or use the Monkey Software ("**Authorised Users**") comply with the terms of this EULA, and Customer is responsible for all acts and omissions of its Authorised Users as if they were the acts or omissions of Customer.

1.2 Conditions on the use of Monkey Software. Customer is not permitted to add any new Locations in excess of the number of Locations covered by the initial license fee without Monkey's written consent. Customer agrees that its license to use Monkey Software is contingent upon timely payment of the relevant fees listed in **Schedule A**. Subject to **Schedule A**, Monkey reserves the right to adjust the fees if any new Locations are added. Customer may only copy the printed materials accompanying the Monkey Software or print copies of the user documentation for internal use during the EULA Term. Customer has the right to use the Monkey Software in non-production environments for purposes of testing or training with no additional license or support costs.

1.3 Provision of Monkey Software and Support and Maintenance Services. During the EULA Term only, Monkey will provide the Customer and its Authorised Users with access to the Monkey Software and related Support and Maintenance Services, subject to the terms of this EULA and any applicable licence agreement between Monkey and the Customer. Customer agrees that its licenses hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Monkey regarding future functionality or features. Customer acknowledges and agrees that Monkey may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide and support the Monkey Software and Support and Maintenance Services.

1.4 Site Subscriptions. The Monkey Software is licensed as a site ("**Site**") subscription and may be accessed only at the Locations covered by the initial license fee, as updated from time to time, for as many Site subscriptions purchased by Customer. Additional Site subscriptions may be added at the then-current price for the Monkey Software and accompanying Support and Maintenance Services. The added Site subscriptions shall be subject to all terms and conditions applicable to the pre-existing Site subscriptions and shall terminate at the same time as the pre-existing Site subscriptions terminate pursuant to this EULA. For purposes of this EULA, each business located at each physical address is a "**Location**". For example, if Customer's physical

location includes both an Optometry practice (with a separate ABN) and a dispensing business (with a separate ABN), the total number of "Locations" under this EULA would be two (2).

1.5 Major Upgrades and New Services. From time to time, Monkey may release a major upgrade to the Monkey Software or modify and/or may replace the Monkey Software or Support and Maintenance Services with similar or improved offerings. Monkey supports a single-code base. Accordingly, the Customer must implement all updates, upgrades and new releases made available by Monkey within a reasonable period of their release, and must not continue to use any version of the Monkey Software that is more than one release behind the current version.

1.6 Environment Requirements. For the avoidance of doubt, the Customer is responsible at all times for (i) Accepting, deploying and integrating the Monkey Software into its computer systems, and (ii) maintaining and administering the appropriate operating environment to operate the Monkey Software.

2. TERM AND TERMINATION

2.1 Term of EULA. This EULA commences on the EULA Effective Date and shall remain in effect for the duration of the EULA Term (as defined in Section 2.2), unless earlier terminated in accordance with this EULA.

2.2 Term of Licenses. The licenses granted herein commence when Monkey delivers the Monkey Software to Customer and shall continue for an initial term of either one (1) year ("**Initial Term**"), unless earlier terminated as permitted under this EULA, and shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless earlier terminated as permitted under this EULA or unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the applicable Initial Term or Renewal Term, subject to Section 2.3 if the party giving notice is Customer. The Initial Term and any Renewal Terms shall be collectively referred to herein as the "**EULA Term.**"

2.3 Termination. This EULA may be terminated in accordance with the Software Licence Agreement between Monkey and the Customer, or as otherwise agreed in writing by the parties. Nothing in this clause limits any rights that cannot be excluded under applicable law (including the Australian Consumer Law).

2.4 Disengagement Assistance. Commencing upon the expiration or termination of this EULA for any reason, and continuing for a minimum of six (6) months thereafter (the **"The Disengagement Assistance Period"**), Monkey agrees to provide Customer with reasonable disengagement assistance (including, if requested, in respect of migration of Customer data from the Monkey Software to another platform in a form specified by Monkey), as requested by Customer in writing at least thirty (30) days prior to the expiration or termination of this EULA, in order to facilitate the smooth migration of Monkey Software from Monkey to Customer or the replacement vendor designated by Customer. Such disengagement assistance will include, without limitation, Monkey's ongoing provision of Monkey Software. Such disengagement assistance may also include Monkey's provision of professional services as agreed upon by the parties pursuant to a Statement of Work (including if data is to be migrated). During the Disengagement Assistance Period, (i) the fees payable by Customer for the Monkey Software and Support and Maintenance Services shall be equal to the then-applicable fees being paid by Customer, and (ii) the fees payable by Customer, on a time and expense basis, for the professional services shall be set forth in the applicable Statement of Work. During this Disengagement Assistance Period, all terms and conditions of this EULA shall remain in full force and effect and continue until he expiration or termination of the Disengagement Assistance Period.

2.5 Effect of Termination. Upon termination of this EULA for any reason, and after the Disengagement Assistance Period if applicable: (a) all licenses and rights to use and access the Monkey Software and Support and Maintenance Services hereunder shall immediately terminate and (b) Customer shall cease any and all use of the Monkey Software, and Monkey will cease to provide the Support and Maintenance Services.

3. FEES AND PAYMENT

3.1 Fees. Customer must pay any applicable fees in respect of the Monkey Software and Support and Maintenance Services made available by Monkey under this EULA in accordance with the Agreement and Pricing Schedule attached hereto as

Schedule A. Other fees in relation to Deliverables and Services provided pursuant to a Statement of Work may also be due by Customer under the Agreement. The initial license and maintenance fees for the Monkey Software are as set forth in the Pricing Schedule, as applicable. **IN THE EVENT THAT FEES ARE NOT PAID WITHIN 30 DAYS AFTER THE DUE DATE, MONKEY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT.** Except as otherwise specified herein, payment obligations are non-cancellable, and fees paid are non-refundable.

4. SERVICE LEVELS

4.1 Delivery of Service Levels Monkey will administer Monkey Software in accordance with the service levels attached hereto as **Schedule B**. If Monkey fails to meet a Service Level, Monkey will use best endeavours to: (i) investigate, assemble, and preserve pertinent information with respect to, and report on the cause of, the problem, including performing a root cause analysis of the problem(s); (ii) advise Customer, as and to the extent requested by Customer, of the status of the remedial efforts being undertaken with respect to such problem(s); (iii) correct the problem(s) or provide an acceptable workaround, which meets the Service Level, and use commercially reasonable efforts to minimise the impact of such problem(s); and (iv) take appropriate preventive measures designated to prevent the problem from reoccurring.

4.2 Service Guidelines. Customer shall use the Monkey Software and Support and Maintenance Services solely for Customer's internal business purposes as contemplated by this EULA and shall not use the Monkey Software and Support and Maintenance Services to: (a) send spam or any other form of duplicative or unsolicited communications; (b) harvest, collect, gather or assemble information or data regarding other users of the Monkey Software and Support and Maintenance Services and/or other customer's patients without their consent; (c) transmit through or post on the Monkey Software and Support and Maintenance Services unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Monkey Software and Support and Maintenance Services or the data contained therein; (f) attempt to gain unauthorised access to the computer systems or networks related to the Monkey Software and Support and Maintenance Services; or (g) harass or interfere with another user's use and enjoyment of the Monkey Software and Support and Maintenance Services. Monkey and/or its third party vendors ("**Third Party Vendors**") may, without liability to Customer, remove or delete any material from the Monkey Software and Support and Maintenance Services that Monkey or its Third Party Vendors determine, in their sole discretion, violate any of the guidelines set forth in this EULA. In addition to any other remedies Monkey may have, Monkey and its Third Party Vendors reserve the right to terminate any or all of the logins provided to Customer immediately upon notice to Customer, if Monkey or its Third Party Vendors become aware or determine, in their sole discretion, that Customer is violating any of the foregoing guidelines. Customer shall be responsible for verifying the accuracy of results produced using the Monkey Software and Support and Maintenance Services and for proper use of any forms provided by Monkey. Customer shall be responsible for following proper backup procedures for any other programming and all data to protect against loss or error resulting from use of any or all of the Monkey Software and Support and Maintenance Services that is hosted by Customer on Customer's own hardware.

4.3 Patient Communications. Through the Monkey Software and Support and Maintenance Services and/or its instructions, user guides, operating manuals, training materials, product/service descriptions, product/service specifications, technical manuals, reference guides, supporting materials, and other information relating to the Monkey Software and Support and Maintenance Services included therein, and including all subsequent revisions and additions thereto (the "**Documentation**"), Monkey may provide the Customer with sample communication forms and templates applicable to different circumstances (e.g., medical prescription, visit report, etc.). Customer acknowledges and agrees that Monkey and its suppliers are not health care providers, the Monkey Software and Support and Maintenance Services only provide sample forms and templates, and that each provider is solely responsible for drafting or completing, customising and authorising final versions of any communication form used by Customer and for ensuring compliance with any applicable federal, state, or local laws, rules, regulations and industry standards, and the professional ethical guidelines which may apply to such communications.

4.4 Customer Acknowledgement. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT MONKEY AND ITS REPRESENTATIVES ARE IN NO WAY ACTING AS MEDICAL OR OPTICAL PROVIDERS WITH RESPECT TO ANY PATIENT OR

ANY OF CUSTOMER'S RELATED PARTIES AND PROVIDERS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE TREATMENTS, PROCEDURES, INFORMATION, MEDICATIONS, IMAGES, PRODUCTS AND OTHER MATTERS REFERENCED BY THE PRODUCTS OR SERVICES ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, PRODUCT OR MEDICATION AND THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING ANY PATIENT RESTS WITH THE PROVIDERS TREATING SUCH PATIENT. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT MONKEY AND ITS REPRESENTATIVES ARE IN NO WAY ACTING AS MEDICAL OR OPTICAL PROVIDERS WITH RESPECT TO ANY PATIENT OR ANY OF CUSTOMER'S RELATED PARTIES AND PROVIDERS, AND THAT ANY TREATMENTS, PROCEDURES, INFORMATION, MEDICATIONS, IMAGES, PRODUCTS AND OTHER MATTERS REFERENCED BY THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, PRODUCT OR MEDICATION.

5. MAINTENANCE AND SUPPORT For so long as Customer is not in material breach of this EULA and Monkey continues to provide Customer with the Monkey Software, Monkey shall provide the support and maintenance services for Monkey Software set forth in **Schedule C ("Support and Maintenance Services")**. Customer agrees that Monkey and its affiliates may collect and use technical information, gathered as part of the support services provided to Customer, if any, related to the Deliverables and Services; provided, that Monkey and its affiliates may use any such technical information that constitutes Confidential Information only in order to perform its obligations under this EULA and the Agreement.

6. WARRANTIES and DISCLAIMERS

6.1 Monkey Warranties. Monkey warrants that: (a) it has validly entered into this EULA and has the legal power to do so, and (b) the Monkey Software shall perform materially in accordance with its specifications as set forth in the pertinent Documentation provided or made available by Monkey for a period of 30 days after delivery to Customer.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY LAW (INCLUDING THE AUSTRALIAN CONSUMER LAW), NEITHER MONKEY NOR ANY OF ITS THIRD PARTY VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH OF MONKEY AND ITS THIRD PARTY VENDORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY OR NON-INFRINGEMENT.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES, AND ANY OTHER TECHNOLOGY OR FEATURES USED BY CUSTOMER IN CONNECTION WITH THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TREATMENTS, PROCEDURES, INFORMATION, IMAGES, THIRD-PARTY PRODUCTS, MEDICATIONS AND OTHER MATTERS REFERENCED BY THE PRODUCTS OR SERVICES, REMAINS WITH CUSTOMER. ADDITIONALLY, NEITHER MONKEY NOR ITS THIRD PARTY VENDORS WARRANT OR MAKE ANY REPRESENTATION REGARDING (A) THE USE OR THE RESULTS OF THE USE OF ITS MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES, WEBSITES OR ANY THIRD PARTY PRODUCTS, SERVICES OR WEBSITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, OR (B) THE ACCURACY OF CODES, IMAGES, INFORMATION OR OTHER DATA PROVIDED BY THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES. THE CLINICAL INFORMATION PROVIDED BY THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, SKILL AND JUDGMENT OF DOCTORS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION OR OTHER TREATMENT SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION OR OTHER TREATMENT IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. MONKEY AND ITS THIRD PARTY VENDORS ARE NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER. NEITHER MONKEY NOR ITS THIRD PARTY VENDORS GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR SECURE OPERATION AND ACCESS TO THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES, WEBSITES AND THE CONTENTS THEREOF, SERVICE ELEMENTS OR RELATED SOFTWARE. CUSTOMER ASSUMES THE ENTIRE RISK WITH RESPECT TO THE PERFORMANCE AND RESULTS OBTAINED IN CONNECTION WITH THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES AND CUSTOMER'S USE OF THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES IN CONNECTION WITH CUSTOMER'S HARDWARE. MONKEY AND ITS THIRD PARTY VENDORS

SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE INTERACTION OF THE MONKEY SOFTWARE AND SUPPORT AND MAINTENANCE SERVICES WITH ANY DEVICE OR ANY INFORMATION TECHNOLOGY INFRASTRUCTURE OF CUSTOMER.

6.3 Open Source Software. To the extent the Monkey Software and Support and Maintenance Services provided under this EULA contain software that is subject to open source licensing terms ("**Open Source Software**"), Customer agrees that all such Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided and that all such Open Source Software is provided "AS IS," WITHOUT ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND AND, TO THE EXTENT PERMITTED BY LAW (INCLUDING THE AUSTRALIAN CONSUMER LAW), MONKEY FURTHER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER MONKEY NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), 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 THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files. To the extent that Monkey Software incorporates any Open Source Software, Monkey represents and warrants that it has all of the necessary rights and licenses in order to allow Customer to use Monkey Software as contemplated in this EULA.

6.4 Sole Responsibility. Notwithstanding anything in this EULA to the contrary, Customer agrees that the sole and exclusive responsibility for any decisions or actions with respect to a patient's care and for determining the accuracy, completeness or appropriateness of any billing, clinical, coding, diagnostic, medical or other information provided by the Monkey Software and Support and Maintenance Services resides solely with the individuals treating such patient. Monkey and its representatives do not assume any responsibility for how such information is used. Customer acknowledges and agrees that the Monkey Software and Support and Maintenance Services do not "recommend," "suggest," or otherwise "advise" proper prescribing or other treatment decisions and that the responsibility for the treatment, and any associated decisions regarding billing for services, rests with the healthcare providers treating such patient and revolves around such healthcare provider's judgment and such healthcare provider's analysis of the patient's condition.

7. PROPRIETARY RIGHTS

7.1 Reservation of Rights in Monkey Software and Support and Maintenance Services. Subject to the limited rights expressly granted in the Agreement, Monkey reserves all rights, title and interest in and to the Monkey Software and Support and Maintenance Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2 Third Party Applications. The Customer must not permit any third-party software, application, service, automated process, robotic process automation platform, artificial intelligence platform, machine learning system, autonomous software agent, or other technology to access, read, modify, update, extract, analyse, transmit or otherwise process data contained within the Software except through interfaces, APIs or integrations approved by Monkey Software.

The Customer shall not permit any third-party software, application or service to perform writes, updates or modifications to databases utilised by the Software unless such software has been approved by Monkey Software and utilises approved interfaces or APIs published by Monkey Software.

Third-party software developers are solely responsible for all costs associated with the design, development, testing, certification, deployment, maintenance, support and ongoing operation of products or services that integrate with the Optomate Touch API. Monkey Software shall have no obligation to reimburse, contribute to or otherwise bear any costs incurred by a third party in developing, maintaining or enhancing such integrations.

Any review, guidance, technical assistance, testing, certification or approval provided by Monkey Software in relation to a third-party integration may be subject to additional fees as determined by Monkey Software from time to time.

Monkey Software reserves the right to refuse, suspend or terminate access to any third-party integration that may compromise the security, performance, integrity, privacy or regulatory compliance of the Software or Customer Data.

7.3 Artificial Intelligence and Automated Processing. For the purposes of this Agreement, Authorised AI Services means any artificial intelligence, machine learning, speech recognition, natural language processing, generative AI, automation, transcription, document generation, clinical decision-support or similar technology that is developed, operated, provided or approved by Monkey Software as part of the Software or related services.

The Customer acknowledges and agrees that Monkey Software may utilise Authorised AI Services in connection with the operation, enhancement and delivery of the Software and associated services.

Where Authorised AI Services generate examination notes, clinical records, referral letters, patient communications, clinical summaries, correspondence or other content, such content is provided as drafting assistance only. The Customer is solely responsible for reviewing, verifying and approving all content generated by Authorised AI Services before such content is relied upon, communicated, stored in a patient record, or used in connection with patient care.

Monkey Software does not warrant the accuracy, completeness, suitability or clinical appropriateness of any content generated by Authorised AI Services and accepts no liability for decisions made based upon such content without appropriate review by a qualified user.

Monkey Software may engage trusted third-party technology providers for the purpose of delivering Authorised AI Services. Such providers may process Customer Data solely for the purpose of delivering the requested functionality and in accordance with applicable privacy and data protection laws.

Except for Authorised AI Services, the Customer must not permit any third-party artificial intelligence platform, machine learning system, autonomous software agent, large language model, generative AI platform or automated data processing service to access, analyse, process or transmit data contained within the Software without the prior written approval of Monkey Software.

The Customer remains solely responsible for ensuring that its use of any third-party technology complies with applicable privacy, confidentiality and health record legislation**.**

7.4 AI Data Usage. Customer Data and Patient Data remain the property of the Customer and no ownership rights are transferred to Monkey Software by virtue of the Customer's use of the Software, Authorised AI Services or associated services.

The Customer acknowledges and agrees that Monkey Software may process Customer Data and Patient Data using Authorised AI Services for the purpose of providing functionality requested by the Customer, including but not limited to voice-to-text transcription, examination note generation, referral letter generation, communication generation, workflow automation, clinical assistance and related services.

Monkey Software may engage trusted third-party technology providers in the delivery of Authorised AI Services. Such providers may process Customer Data solely for the purpose of providing the requested functionality and in accordance with applicable privacy and data protection laws.

Unless expressly authorised by the Customer or otherwise required by law, Monkey Software will not use identifiable Customer Data or Patient Data to train, improve or develop general-purpose artificial intelligence models unrelated to the provision of Authorised AI Services.

Nothing in this Agreement prevents Monkey Software from using de-identified, anonymised or aggregated information for analytics, product development, service improvement, benchmarking, research or statistical purposes, provided that no individual patient, practitioner or Customer can reasonably be identified from such information.

8. GENERAL PROVISION

8.1 Surviving Provisions. "Licensed Software and Services", "Term and Termination", "Fees and Paymen,", "Service Levels", "Proprietary Rights", "Maintenance and Support", "Warranties and Disclaimers", "Proprietary Rights" and "General Provision" shall survive any termination or expiration of this EULA in addition to the "Surviving Provisions" specified in the Agreement.

8.2 Relationship of the Parties. It is agreed that the relationship of the parties is primarily that of licensee and licensor. This EULA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

8.3 Third Party Beneficiaries. The Third Party Vendors of any Monkey Software are third party providers of software and services to Monkey under this EULA and are intended third party beneficiaries of this EULA with the rights and power to enforce (a) all rights of Monkey against Customer with respect to the software and services supplied by such Third Party Vendor and (b) all provisions of this EULA applicable to such Third Party Vendor, including without limitation, the sections of this EULA entitled "Mutual Indemnification" and "Limitation of Liability." Customer hereby agrees to all of the Third Party Vendor terms and conditions listed on **Schedule C** attached hereto.

8.4 Fee Amendment. Other than the fees referenced in the "Fees" section of this EULA, under no circumstances shall the terms of any purchase order submitted by Customer to Monkey, whether before or after the entry into this EULA, be deemed binding upon Monkey.

9. CLOUD SERVICES

Monkey Web Services ("MWS") is an Azure PaaS (Platform-as-a-Service) hosting customer contact details and other data that can be viewed at https://www.monkeysoftware.com.au/monkey-web-services-mws.

Monkey Software adheres to the principles of the Australian Privacy Act 1998 and the New Zealand Privacy Act 2020. It is Monkey Software policy that all data stored within the MWS is treated as confidential. Data within MWS will not be shared with anyone except the owner of that data, unless the owner of the data expressly requests in writing to have that data provided to another party.

Use of MWS is also subject to Monkey Software's Privacy Policy (available here) and to Microsoft Azure's applicable service terms and conditions.

Only customers covered by our Standard Support and Maintenance Agreement and with no overdue invoices for MWS services may access web applications hosted within the MWS platform.

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SCHEDULE A
Pricing

1. **Fees**. The Fees and charges set forth in this Pricing Schedule are collectively referred to herein as the "**Fees**".

a. New practice upfront license fees are: $8,000 for Comprehensive Edition, $5,000 for Dispensing Edition, $4,500 for Consulting + Contact Lens Edition, $4,000 for Consulting Edition and $10,000 for Enterprise Edition Head Office + $5,000 per remote location.

b. New practice subscription license fee for a single location utilising the Comprehensive Edition is $150 per month paid monthly in advance. If a subscription payment remains unpaid 30 days after the due date the system will revert to read-only.

c. Annual Support and Maintenance Services fees are: $900 for Comprehensive Edition, $600 for Dispensing Edition, $550 for Consulting + Contact Lens Edition, $500 for Consulting Edition and $1,000 for Enterprise Edition Head Office + $500 per remote location.

d. If a support invoice remains unpaid 30 days after the due date the client's support contract will be terminated at the discretion of Monkey. If a support contract is terminated and that client wishes to reinstate support, a re-instatement fee of $50 for each software update missed since terminating support plus the current yearly support fee will apply.

e. Software support covers queries relating to the Monkey Software only. Only supported users also have access to software upgrades. Unsupported users pay $100 plus $50 per 15-minute call block for support calls and do not receive software upgrades. Unsupported users can access the help desk between 8:30am and 5:00pm Monday to Friday (Melbourne Time).

All pricing quoted is exclusive of GST.

SCHEDULE B
Service Levels

This Service Level Schedule sets forth the service level agreement for the Support and Maintenance Services.

Generally. Monkey will, on a continuous basis, seek to identify ways to maintain and improve the quality of Monkey Software.

Support Hours. Monkey will provide help desk telephone support ("**Technical Support**") to Customer five (5) days per week, Monday-Friday 8:30am and 5:00pm Monday to Friday (Melbourne Time), excluding national holidays. **After-hours support is available exclusively for Priority One (System-Down) issues.** Monkey Software clients requiring software support must call the Monkey support line at 1300 650 295. It is expected that any person using the system and likely to call for support is well-trained in the use of the software. Monkey reserves the right to charge for calls resulting from lack of knowledge of the system. Multi-Location Customers will be required to provide a centralised support function for accessing Technical Support, and any individual Locations which do not contact Technical Support via the centalised support function will incur a charge. Monkey shall only provide technical support services in the English language.

Monkey Custom Solutions. If Customer desires Monkey to perform any software upgrades or other work not covered by Monkey's software maintenance and support obligations hereunder, including without limitation the implementation of any customised solution that is not part of Monkey's then current roadmap for product upgrades, and Monkey desires to perform the work necessary to implement such solution, the Parties shall execute a separate Statement of Work, under the Agreement, thereunder billable per Monkey's then current rate card and all such work shall be performed subject to the terms and conditions of the Agreement and Statement of Work. The terms and provisions of this EULA will apply to software developed pursuant to the Agreement once such software is Accepted by Customer.

1. **Target Response Times and Target Resolution Times**

When logging a support call, Customers must leave a name, telephone number and call priority number as defined below. Monkey will respond to the call within the target timeframes set out below. Please note these timeframes are not indicative of resolution times.

a. Call priority One (1) – call back within one hour and updates every 4 hours
b. Call priority Two (2) – call back within 4 hours
c. Call priority Three (3) – call back today
d. Call priority Four (4) – call back tomorrow.

Incident Priority	Severity	Impact
Priority 1	Critical	The Monkey Software application is down and/or completely unusable in multiple Locations, or the problem creates an unacceptable, mission critical condition on the Customer's operation without acceptable workaround or functionality to perform tasks considered to be essential to the Customer's business operations and productivity.
Priority 2	High	A segment of the application is unavailable, or the problem causes a significant impact without acceptable workaround. The problem allows the Customer to

		continue operating, but is significantly impaired in performing tasks considered to be important but not primary to immediate business operations.
Priority 3	Medium	A segment of the application is unavailable, or the problem causes only a limited or insignificant impact. Important to long-term functionality but does not cause an immediate work stoppage. Problem does not have significant impact to the Customer's operations or functionality that is not important and infrequently used.
Priority 4	Low	A routine service request by the Customer for Services covered by this EULA. For example, a request to better utilise a particular functionality.

Customers running the Monkey Software application at five (5) or more locations are offered Priority 1 and Priority 2 Help Desk support. These customers will operate their own support center to provide support services to resolve Priority 3 and Priority 4 calls for their stores.

Customer acknowledges that it may incur additional fees if services requests are made for areas outside of the Monkey Software application. The Customer is responsible for any necessary support services in respect of anything that does not form part of the Monkey Software application, including hardware services, servers, networking, user access, database management, and operating systems.

1.1. **Boundaries and Exclusions.** Notwithstanding any contrary provision herein, Monkey shall have no service, support or other obligations for: (a) technical support or problem resolution pertaining to software applications other than the Monkey Software supplied by Monkey as part of the Monkey Software and Support and Maintenance Services; (b) resolution of problems resulting from the misuse of the Monkey Software or incorrect data entry; (c) any failures that cannot be corrected due principally to Customer's failure to respond or cooperate with Monkey customer service efforts; and (d) any issues, failures, performance degradation, outages, or other problems arising from or related to Customer's hardware, network, internet connectivity, third party cloud platforms, server hardware, virtualised servers, resource allocation, database infrastructure, security endpoints, email platforms, operating systems, third party integrations and the administration, maintenance, performance, availability, security, or operation of MS SQL Server. The Customer shall remain solely responsible for the provision, configuration, monitoring, maintenance, backup, recovery, and support of such infrastructure systems.

2. **Software Updates.**

2.1. **Maintenance.** Monkey will perform all maintenance in accordance with procedures established to minimise the unavailability of Monkey Software and to minimise the impact to Customer during normal business hours.

2.2. **After Hours Software Updates.** If a customer requests software updates outside of Monkey's stated business hours, an hourly rate of $150 will be charged at half-hour increments.

2.3. **Emergency Maintenance.** Monkey shall give Customer reasonable advance written notice of any problems with Monkey Software that require immediate maintenance activities by Monkey and as agreed to by Customer ("**Emergency Maintenance**"). Changes will be subject to verification by Customer within twenty-four (24) hours of notice to Customer of such Emergency Maintenance.

2.4. **Acceptance of Non-Emergency Maintenance.** Unless as otherwise agreed to by Customer on a case-by-case basis, for non-emergency maintenance, Customer shall have a ten (10) Business Day period to test any maintenance changes prior to Monkey introducing such maintenance changes into production (the "**Maintenance Acceptance Period**"). In the event Customer identifies material issues with the non-emergency maintenance, Customer (i) shall promptly notify Monkey and Monkey will work in good faith to resolve the issue, and (ii) the Maintenance Acceptance Period will be subject to extension

until such time as the issues have been resolved.

SCHEDULE C
Monkey Software Support and Maintenance Services

Monkey will provide the following Support and Maintenance Services with respect to Monkey Software:

1. **Planned Monkey Software Updates.**

1.1. **Monkey Obligations**. Monkey shall provide Releases to the Monkey Software on a periodic basis that shall include a mix of new features, bug fixes, and technical improvements. The processes described in this clause 1.1 apply where Monkey has agreed with the Customer (for example, under an SLA Schedule or other written arrangement) that Releases will be installed and tested in the Customer's environment. The processes described in this clause 1.1 apply where Monkey has agreed with the Customer (for example, under an SLA Schedule or other written arrangement) that Releases will be installed and tested in the Customer's environment. With respect to each such Release, Monkey will: (a) provide Release notes to Customer describing the features, bug fixes, and technical improvements to the Monkey Software in advance of the Release: (b) install new Releases in the Customer test environment for review and testing by Customer prior to installing the Release in the Customer production environment; (c) coordinate with Customer to schedule installation of the Releases to the Customer production environment during scheduled maintenance windows as set out in the SLA Schedule; (d) perform smoke tests of the Releases after installation and back out installations as required; and (e) promptly notify Customer that the installation of new Release is complete and that Monkey Software is available for use.

1.2. **Customer Obligations**. With respect to Releases that the Parties mutually agree will require Customer's participation, Customer shall: (a) review Release notes and perform applicable acceptance testing of the Release in Monkey Software test environment prior to Monkey installing the Release in Monkey Software production environment; and, if applicable, (b) perform integration testing of the Release with the Customer's other software, systems and networks; provided, that Monkey agrees to cooperate with Customer in any such integration testing if reasonably requested by Customer pursuant to the terms and conditions of the Agreement.

1.3 **Customer Testing Requirement**. Unless as otherwise agreed to by Customer on a case-by-case basis, for non-emergency maintenance, Customer shall have a ten (10) Business Day period to test any changes prior to Monkey introducing such changes into production. In the event Customer identifies material issues with the non-emergency maintenance, Customer (i) shall promptly notify Monkey and Monkey will work in good faith to resolve the issue, and (ii) the Maintenance Acceptance Period will be subject to extension until such time as the issues have been resolved.

2. Emergency Monkey Software Updates.

2.1. **Monkey Obligations**. In the event of a Call Priority 1 or Call Priority 2, as defined in the SLAs, Monkey may need to install a hot fix or patch to restore normal system operation. In such an event, Monkey will: (a) provide Customer reasonable advance notice of Emergency Maintenance and coordinate installation of such hot fix or patch with Customer; (b) perform smoke tests of the Monkey Software after installation and back out installations as required; and (c) promptly notify Customer that the installation of such hot fix or patch is complete and that Monkey Software is available for use.

2.2. **Customer Obligations**. In the event of a Call Priority 1 or Call Priority 2, as defined in the SLA, for which Monkey elects to install a hot fix or patch to restore normal system operation, Customer shall provide confirmation the hot fix or patch addressed the reported issue within a reasonable time after the hot fix or patch is installed by Monkey.

3. **Compatibility with Third Party Software**. Prior to Customer upgrading third-party software that interfaces with the Monkey Software ("**Customer Third-Party Software**"), Customer is solely responsible for ensuring that such Customer Third-Party Software is compatible with the Monkey Software. The Parties shall execute a Statement of Work billable per the rate card described in the Agreement if: (a) changes to Customer Third-Party Software interfacing with the Monkey Software require changes to the Monkey Software; (b) Customer requests Monkey to perform testing as a result of changes to Customer Third-Party Software interfacing with the Monkey Software; or (c) post implementation changes are required for integration between Customer Third-Party Software and Monkey Software. Notwithstanding any other provision herein to the contrary, MONKEY WILL NOT BE RESPONSIBLE FOR ANY PERFORMANCE FAILURES OR MALFUNCTIONS RESULTING FROM AN UPGRADE TO OR DEFECTS OR ERRORS IN CUSTOMER'S THIRD-PARTY SOFTWARE.