End-User Licence Agreement - Data Migration Service

This end user licence agreement (**Licence**) is a legal agreement between you (**the Licensee or you**) and AroFlo Innovations Pty Ltd (**Licensor or AroFlo**) for access to the Data Migration Service (as defined below). The terms of this Licence (**Terms**) apply exclusively to the Data Migration Service. If there is any inconsistency between these terms and any other agreement between you and AroFlo, these terms control in relation to the Data Migration Service, including its output, warranties, remedies and liability.

1. **Definitions.** "Data Migration Service" means the service used to extract, map, transform or transfer data from your legacy software application or service (**Legacy System**) into AroFlo. "Legacy Data" means data, records and materials in the Legacy System selected or made available for migration. "Migration Output" means any data, files, reports, mappings or other output produced by the Data Migration Service.
2. **Service and internal-use licence.** The Data Migration Service may use automated processes to access the Legacy System, extract and copy Legacy Data, apply mappings or transformations, test or retry a migration, and make Migration Output available for import into AroFlo. AroFlo may determine the technical method, sequence and tools used to perform the migration and may engage its affiliates, contractors, subcontractors and other third-party service providers (**Service Providers**) to provide or support the Data Migration Service. Subject to these Terms and the applicable order, AroFlo grants you a limited, non-exclusive, non-transferable and non-sublicensable right during the applicable migration to access and use the Data Migration Service solely for your own internal business purposes to migrate your own Legacy Data into the AroFlo products or services covered by that order. You must not, and must not permit another person to: (a) market, sell, resell, license, sublicense, distribute or otherwise make the Data Migration Service available to any third party; (b) use the Data Migration Service to provide managed, service-bureau, data-migration or similar services to or for another person; or (c) use the Data Migration Service to migrate any data other than your own Legacy Data. No rights are granted except as expressly stated in these Terms, and this right ends when the applicable migration is completed or your right to receive the Data Migration Service otherwise ends.
3. **Migration authorisation.** You appoint and instruct AroFlo, and authorise AroFlo to appoint and instruct its Service Providers, to access the Legacy System on your behalf; receive, use, store and disclose credentials, authentication codes, access tokens and other access information supplied or made available for that purpose; and access, extract, copy, host, disclose, map, transform, test and transfer Legacy Data to provide the Data Migration Service. You grant AroFlo each right, licence, permission, consent and authorisation reasonably required for those purposes. AroFlo may sublicense, delegate or pass through any of those rights, licences, permissions, consents and authorisations to its Service Providers and may permit them to exercise those rights on AroFlo's or your behalf, without further consent from you. This authorisation includes automated and repeated access reasonably required to attempt, test or complete the migration. It ends when the migration is completed or these Terms are terminated, except for (a) limited retention required by law, security or standard backup processes, and (b) a reasonable wind-down period for Service Providers to complete their obligations.
4. **Your authority.** You represent and warrant to AroFlo and its Service Providers on an ongoing basis that you own or lawfully control the Legacy Data; are authorised to access the Legacy System, provide or make available the credentials and other access information, and grant the rights in these Terms; and have obtained and will maintain every internal and external approval, permission, consent, notice and lawful basis required for AroFlo and its Service Providers to access the Legacy System, use and share the credentials and other access information, process the Legacy Data and perform the migration. This includes any approval or permission required from your account owner, system administrator, security or IT personnel, personnel whose credentials are used, affiliates, customers and any other relevant person. You also represent and warrant that these activities will not breach your agreement with the Legacy System provider or any applicable policy or law. If that agreement requires provider consent or a particular export process, you must obtain that consent and comply with that process before providing access.
5. **Credentials and access.** By providing or making available any credential or other access information, you confirm that you are authorised to do so and expressly authorise AroFlo to disclose and make that information available to its Service Providers for the Data Migration Service. You must not provide credentials belonging to another person or organisation without that person's or organisation's authority or request access beyond your lawful rights. Where reasonably practicable, you will create

temporary, least-privilege migration credentials, enable multi-factor authentication where supported, use the secure submission method notified by AroFlo and revoke the credentials after AroFlo confirms they are no longer required. You must promptly notify AroFlo if any approval or authorisation is withdrawn or if credentials are inaccurate, compromised or no longer authorised. AroFlo may pause or stop access where reasonably necessary to address a legal, security, technical or authorisation risk.

6. **Your responsibilities and validation.** You must provide timely access, accurate information, mapping decisions and reasonable cooperation; identify any data requiring special handling; maintain a complete and current backup of the Legacy Data; and independently review, reconcile and validate all Migration Output before importing it into AroFlo or relying on it in production. You remain solely responsible for the accuracy, completeness and lawful use of the Legacy Data and Migration Output and for deciding whether the Migration Output is fit for your purposes. Use of the Migration Output is at your own risk.
7. **Service limitations.** The Data Migration Service is not a backup, archival or data-verification service. Migration depends on the availability, functionality, interfaces, restrictions and data quality of the Legacy System. Legacy Data may be inaccessible, corrupted, incomplete, inconsistent, duplicated or incompatible with AroFlo. Fields, attachments, historical records, links, formatting or relationships may be omitted, changed, truncated, duplicated, incorrectly mapped or not capable of equivalent use in AroFlo. AroFlo may decline to migrate unsupported data or stop an attempted migration that cannot reasonably be completed.
8. **Data use, privacy and security.** AroFlo and its Service Providers may process Legacy Data and credentials to provide, operate, secure and support the Data Migration Service, comply with law, investigate misuse or security issues, and as otherwise permitted by the applicable privacy and data-processing terms. Credentials will be deleted when no longer reasonably required for the migration, subject to law, security and standard backup processes. You must not knowingly submit protected health information or full payment-card data unless AroFlo has expressly confirmed in writing that the relevant migration supports that data.
9. **As-is service; no migration guarantee.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DATA MIGRATION SERVICE AND ALL MIGRATION OUTPUT ARE PROVIDED 'AS IS' AND 'AS AVAILABLE', WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE, CONDITION, SERVICE LEVEL OR COMMITMENT OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NEITHER AROFLO NOR ITS SERVICE PROVIDERS WARRANT OR GUARANTEE THAT ANY OR ALL LEGACY DATA WILL BE ACCESSED, EXTRACTED, COPIED, TRANSFERRED, MAPPED, TRANSFORMED OR IMPORTED, OR THAT ANY MIGRATION OUTPUT WILL BE ACCURATE, COMPLETE, INTACT, ERROR-FREE, UNCORRUPTED, IN THE REQUIRED FORMAT OR FIT FOR USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AROFLO AND ITS SERVICE PROVIDERS DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS AND THAT THE DATA MIGRATION SERVICE WILL BE SECURE, AVAILABLE, UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ASSISTANCE CREATES A WARRANTY OR GUARANTEE.
10. **Exclusion of loss.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AROFLO AND ITS AFFILIATES, PERSONNEL, CONTRACTORS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL LOSS, OR FOR ANY LOSS OF OR DAMAGE TO DATA, PROFITS, REVENUE, BUSINESS, CONTRACTS, GOODWILL, USE, OPPORTUNITY OR ANTICIPATED SAVINGS; BUSINESS INTERRUPTION; COST OF SUBSTITUTE SERVICES; OR COST OF IDENTIFYING, VERIFYING, CORRECTING, RECREATING, RESTORING OR RE-MIGRATING DATA, WHETHER DIRECT OR INDIRECT AND HOWEVER ARISING. THIS EXCLUSION APPLIES EVEN IF THE POSSIBILITY OF THE LOSS WAS KNOWN OR SHOULD HAVE BEEN KNOWN.
11. **Liability cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF AROFLO AND ITS AFFILIATES, PERSONNEL, CONTRACTORS AND SERVICE PROVIDERS ARISING OUT OF OR RELATING TO THE DATA MIGRATION SERVICE, MIGRATION OUTPUT OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, IS LIMITED TO THE TOTAL FEES ACTUALLY PAID BY YOU TO AROFLO SPECIFICALLY FOR THE DATA MIGRATION SERVICE GIVING RISE TO THE CLAIM. IF YOU DID NOT PAY A SEPARATE FEE SPECIFICALLY FOR THAT DATA MIGRATION SERVICE, THE CAP IS ZERO. THE CAP IS AGGREGATE, NOT PER CLAIM, AND APPLIES EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **Non-excludable rights.** Nothing in these Terms excludes, restricts or modifies a right, guarantee, condition, remedy or liability that cannot lawfully be excluded, restricted or modified. Where the law permits AroFlo to limit its liability for a non-excludable statutory guarantee, AroFlo's liability is limited, at AroFlo's option, to supplying the Data Migration Service again or paying the reasonable cost of having it supplied again. Sections 9 to 11 apply only to the maximum extent permitted by law.
13. **Your indemnity.** To the maximum extent permitted by law, you will indemnify AroFlo and its affiliates, personnel, contractors and Service Providers against third-party claims, losses, liabilities, costs and reasonable legal fees to the extent arising from your breach of these Terms; failure to obtain or maintain any required approval, permission, consent, notice or lawful basis; lack of authority to access the Legacy System, provide or share credentials or other access information, grant or permit the sublicensing of rights, or migrate Legacy Data; unlawful instructions; or infringement of another person's rights by the Legacy Data or your use of the Migration Output.
14. **Exclusive regime and acceptance.** Sections 9 to 13 set out the exclusive warranty, remedy and liability regime for the Data Migration Service and Migration Output. To the maximum extent permitted by law, no warranty, service level, credit, remedy, indemnity or liability provision in any other agreement between you and AroFlo applies to the Data Migration Service or Migration Output. The governing law, dispute, notice and other general provisions of your main agreement with AroFlo otherwise apply. Electronic acceptance of an order or use of the Data Migration Service after these Terms are presented constitutes acceptance of these Terms. To the maximum extent permitted by law, AroFlo's Service Providers may rely on sections 9 to 12 as a defence to any claim brought against them arising from the Data Migration Service. AroFlo may enforce sections 3, 4, 5, 8 and 13 on behalf of its Service Providers. Except as expressly provided in this section, no person other than you and AroFlo may enforce these Terms.