

Product Licence Agreement (PLA)

IMPORTANT! THIS IS A CONTRACT BETWEEN CENTAUR SOFTWARE DEVELOPMENT PTY LTD (ACN 18 057 620 390) (CENTAUR) AND YOU. BY USING CENTAURS APPLICATIONS (PRODUCTS/SERVICES), THE CONTENTS AND FEATURES, RELATED USER GUIDES AND MATERIALS, INCLUDING ALL FUNCTIONALITIES (“THE SERVICES”) AVAILABLE THROUGH WWW.CENTAURSOFTWARE.COM.AU OR HEREINAFTER REFERRED TO AS THE “WEBSITE”, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. READ THIS LICENCE AGREEMENT BEFORE USING THE SOFTWARE. USING THE SOFTWARE INDICATES ACCEPTANCE OF, AND LEGALLY BINDS YOU AND/OR YOUR COMPANY (“LICENCEE”), AND CENTAUR SOFTWARE CORPORATION, INCLUDING ITS SUBSIDIARIES (“CENTAUR”) TO, THE TERMS AND CONDITIONS SET FORTH BELOW.

This PLA covers the below Products/Services (“**Services**”) through a combination of General Service Clauses (that apply to all Services) and Service Clauses (that apply to specific Services only).

PRODUCTS/SERVICES:

Dental4Windows (D4W)	Dental4Windows (D4W) Enterprise
D4W Subscription	Dental4Web (D4Web)
D4W Cloud	Practice Studio (PS)
Mediasuite	Mediasuite Online
MediaWeb PACS	

General Service Clauses

These clauses apply to all the above Services.

- SUBSCRIPTION:** This is a subscription-based Service with a minimum initial subscription period of 12 months (unless otherwise agreed). The initial Subscription will be billed for 12 months upfront or monthly via direct debit only. The Subscription Fee for the initial 12 months is non-refundable. If you wish to cancel or terminate access to the Services during the initial 12-month period, the 12-month fee will be due in full immediately, notwithstanding payment made monthly. After the initial 12-month Subscription, the Subscription will automatically renew on either a monthly or annual basis at the applicable rates. You may choose to pay for a further annual subscription upfront in full, or through a monthly subscription via direct debit only at the applicable rates Centaur reserves the right to amend the applicable rates from time to time and will provide you 14 days’ notice in advance of any price amendment. If after the initial 12 months you do not renew your subscription, or your subscription expires or is terminated, you will no longer have access to the Services and your data will be destroyed within 30 days from the expiry or termination of your subscription.
- ACCESS TO THE SERVICES:** Use of the Services is solely verified by user login and password. You are entirely responsible for maintaining the confidentiality of all access details of every user of your Account. Centaur does not accept any responsibility for breaches of your security.
- USE OF THE SERVICES:** You will not yourself or allow others to engage in any unlawful or prohibited use. You are responsible for all activities that occur under your Account by any person. Centaur will not be liable for any loss that you may incur due to unauthorised use. You may be held responsible for losses incurred by Centaur or any third party due to any unauthorised use of your Account.
 - Access to the Service:**
 - All access to the Services is solely verified by your user login and password.
 - You are entirely responsible for maintaining the confidentiality of all your access details (e.g. username and password) and every user on your Account.
 - You are responsible for all activities that occur under your Account by any person or persons.
 - You agree to notify Centaur immediately of any unauthorised use of your Account or any other breach of security.

- 3.1.5. Centaur will not be liable for any loss that you may incur because of unauthorised use of your Account by any person or persons.
 - 3.1.6. You may be held responsible for losses incurred by Centaur or any third party due to any unauthorised use of your Account by any person or persons.
 - 3.1.7. Access to your Account may be restricted by user login and passwords; and
 - 3.1.8. You are entirely responsible for the access rights that are granted to any person or other users under your Account
- 3.2. **Internet access:** While D4W, D4W Enterprise, D4W Subscription, PS and Mediasuite do not require internet access to operate some of its features do.
You acknowledge and agree:
- 3.2.1. Use of the Services does or may requires internet access.
 - 3.2.2. Speed and reliability of internet access will vary and may be affected by factors beyond the control of Centaur.
 - 3.2.3. The speed and reliability of your internet access may impact the performance of the Services.
 - 3.2.4. Any access to the internet involves security risks and new threats to internet security are continually evolving.
 - 3.2.5. Any transmission of information online is done so at your own risk.
 - 3.2.6. You accept responsibility for maintaining your own security regarding access to the internet and protection of your data.
 - 3.2.7. Centaur does not guarantee the uninterrupted availability of the Services, its website, applications hosted by the website, its servers (or the servers of third parties, which Centaur may engage to provide the whole or part of the Services) including connections to its online activation server as these may be dependent upon third party networks and security measures over which Centaur has no control.
 - 3.2.8. Centaur does not accept any liability for damage to data or other systems because of remote access; and
 - 3.2.9. You agree to implement security procedures to protect against damage as an unlikely result of remote access.
- 3.3. **No unlawful or prohibited use:** It is a condition of your use of the Services, that you will not yourself, or allow others:
- 3.3.1. To use the Services for unlawful purposes or any purpose prohibited by the terms of this Licence.
 - 3.3.2. To use the Services in any manner that could damage, disable, overburden or impair any Centaur server, or the networks connected to Centaur's server or otherwise interfere with any other person's use and enjoyment of the Services.
 - 3.3.3. To gain unauthorised access to any Services or other accounts, computer systems or networks connected to the Centaur server or Services, through hacking, password mining or any other means.
 - 3.3.4. To obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
 - 3.3.5. To knowingly or recklessly post, link to, install or transmit, or permit third party users to post, link to or to transmit:
 - 3.3.5.1. Any material that is abusive, threatening, harmful, malicious, defamatory, obscene, pornographic, profane, or otherwise unlawful.
 - 3.3.5.2. Any material containing a virus or other hostile computer program.
 - 3.3.5.3. To post, link to or transmit any material that constitutes or encourages a criminal offence, gives rise to civil liability, or infringes the intellectual property rights of any third parties.
 - 3.3.6. To knowingly or recklessly transmit or permit third party users to transmit unsolicited emails in breach of Australian or New Zealand law.
- 3.4. **Communication:** Most communication from Centaur to you is by email. It is your responsibility to ensure that Centaur is provided with all your current contact details, including your email address and that you receive and check your emails regularly. Centaur will not be liable to you for any loss that you may incur as a result of not providing us with your current details or not receiving such communication from Centaur.
- 3.5. **Privacy:** You agree to allow Centaur to use and disclose any personal details provided to Centaur in connection with this Licence in accordance with Centaur's current privacy policy <https://www.centaursoftware.com.au/privacy-policy/>
- 3.6. **General restrictions:** You must not:
- 3.6.1. use or rely upon the Services for any purpose or in any manner for which the Services is not warranted.
 - 3.6.2. copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Services.

- 3.6.3. reverse engineer, decompile, disassemble, reconfigure, or otherwise attempt to discover the source code of the Services; or
- 3.6.4. sell, market, network, transfer, lease, licence, sub-licence, rent, lend or otherwise dispose of or distribute the Services or use the Services to provide any Internet based services, including a bureau or hosting service.

4. **THIRD PARTY ONLINE SERVICES:**

- 4.1. **Interaction with Online Services:** The Services may contain access to, or features that interface with, third party online services (“Third Party Online Services”). Examples of Third-Party Online Services that may be applicable to the Services are EFTPOS, HICAPS Electronic Claims services, NDP, online booking services through Patient Discovery, etc.
- 4.2. **Terms for Third Party Online Services:** Third Party Online Services are only available for the Subscription Period. Charges may apply for the use of Third-Party Online Services (in addition to the cost of internet access levied by your ISP). Centaur may terminate access to the Third-Party Online Services if payment of the charges relating to the Third-Party Online Services are not paid. Where Third Party Online Services are available, separate terms and conditions with the provider of the Third-Party Online Services may apply. In some cases, Centaur may be the provider. You should check with the relevant third-party provider as to the terms and conditions of use. Except as may be required by the Consumer Guarantees, access to Third Party Online Services may be withdrawn by Centaur at any time. Centaur will not be liable for the withdrawal of access to any Third-Party Online Services. Where access is to be withdrawn, Centaur may choose to notify you in advance if you have supplied Centaur with a valid and up to date email address.

5. **DISCLAIMER:** To the maximum extent permitted by any law, including the Consumer Guarantees, neither Centaur nor any provider of Third Party Services (“TPS Providers”), including but not limited to any Third Party Online Services will be responsible for delays, non-performance, failure to perform, processing errors or any other matter or thing which may be required from any TPS Providers, such as an authority or approval, or any agreement with Centaur or any TPS Providers, as the case may be. Nor will the liability of Centaur, or any TPS Providers (whether jointly, severally or jointly and severally) include or extend to any special or consequential loss or damage suffered by you, except where required by the Consumer Guarantees.

6. **LIMITATION OF IMPLIED TERMS:** In relation to goods or services not ordinarily acquired for personal, domestic or household use, Centaur's (and its distributors') liability for breach of any guarantees, implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Centaur, to repair the goods, or the cost of repairing the goods, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again. You acknowledge that this clause, and any reliance on it by Centaur, is fair and reasonable.

7. **LICENCE**

- 7.1. **Location Licence:** The Services specific to the Location Licence are provided on a single licence per location basis and are not subject to user volume limitations.
- 7.2. **Client Licence:** The Services specific to the Client Licence are provided on a concurrent licensing arrangement. You may have as many users with unique usernames and passwords as you need, however the number of these users that can connect at any single time will be limited by the number of licenses you have purchased for use. For example, if you purchased 5 licenses and you have 10 unique users, then up to 5 of those unique users can connect at the same time.
- 7.3. **Evaluation licence:** This applies if Centaur has given you the right to trial the Services upon payment of an Evaluation Fee as set out on the pricing page of the Website (your rights to use the Services are solely as set out in clause 12). This clause and any further clauses that deal with terms and conditions of an Evaluation licence will still apply in totality irrespective of whether this evaluation fee is waived at the discretion of Centaur.
- 7.4. **Licence to use:** Centaur grants you a personal, non-exclusive, non-transferable, limited licence to use the Services on the terms of this Licence for the period determined in accordance with clause 10.
- 7.5. **No transfer of copyright:** The Services are licenced not sold, despite any reference to “purchase” or “sale” in this Licence or in any invoice or purchase order for the supply of the Services. Centaur reserves all rights not expressly granted to you. Centaur Software Development Co Pty Ltd is the owner of copyright in the Services and retains

ownership of the copyright and all other intellectual property rights in the Services and is protected by copyright law and international copyright treaty.

8. **LIMITED WARRANTY:** This clause 8 is subject to the consumer guarantees regime as set out in Schedule 2 to the Competition and Consumer Act 2010 (also referred to as the Australian Consumer Law), and the Consumer Guarantees Act 1993 (NZ), as amended from time to time, or other similar legislation of a state or territory of Australia or NZ respectively. ("Consumer Guarantees"). In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act.

- 8.1. **Services provided on an 'as is' basis:** Except as required by the Consumer Guarantees, Centaur provides the Services to you on an "as is" basis and without any representations by Centaur or any of its authorised distributors and associates regarding the use, performance or results of the use, of the Services.
- 8.2. **No guarantee that Services will be error free or that its use will be uninterrupted:** While Centaur has endeavoured to make sure that the Services works substantially as per the specifications published by Centaur from time to time, except as required by the Consumer Guarantees, Centaur does not guarantee or make any warranty that:
- 8.2.1. the Services will work on all computer hardware platforms or configurations; or
 - 8.2.2. the Services will be error free; or
 - 8.2.3. that its use will be uninterrupted.
- 8.3. **Internet access, telecommunications networks, firewalls and security:** Except as required by the Consumer Guarantees, Centaur does not guarantee, the uninterrupted availability of the Services, website or applications hosted by the website by Centaur's servers (or the servers of third parties which Centaur may engage to provide the whole or part of the Services) or connections to its online activation server as these may be dependent upon third party networks and security measures over which Centaur has no control.

9. LIABILITY

- 9.1. **Certain rights cannot be excluded:** Certain laws, including the Consumer Guarantees, may imply certain guarantees, conditions and warranties into this Licence or impose certain guarantees, conditions and warranties by law and give you certain rights and remedies that cannot be excluded or modified. This clause 9, and the limited warranties provided in clause 8, do not exclude or modify any of those rights if to do so would contravene that law or make any part of this Licence void.
- 9.2. **Exclusion of warranties:** Except as required by the Consumer Guarantees, Centaur excludes all guarantees, conditions, warranties, and rights that may be implied into this Licence or imposed by law. If conditions, warranties or other rights for your benefit are implied in this Licence or otherwise conferred by law and it is not lawful to exclude, restrict or modify them, then those guarantees, conditions, warranties and other rights will (but only to the extent required by law) apply to this Licence.
- 9.3. **Limitation of implied terms:** In relation to goods or services not ordinarily acquired for personal, domestic or household use, Centaur's (and its distributors') liability for breach of any guarantees, implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Centaur, to repair the goods, or the cost of repairing the goods, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again. You acknowledge that this clause, and any reliance on it by Centaur, is fair and reasonable.
- 9.4. **General exclusion and limitation:** Other than as set out in clauses 9.2 and 9.3, and as required by the Consumer Guarantees:
- 9.4.1. Centaur (and its authorised distributors) will not be liable to you or any other person for any direct or indirect loss, damages, liability, costs or expenses suffered by you or any other person relating to the performance or non-performance of the Services, including but not limited to the availability of the Services, availability of the website or applications hosted by the website, loss of data, or any breach of this Licence or the supply of the Services or in connection with, but not limited to, the Third Party Online Services, the TPS Providers, use of third party hardware (for example but not limited to HICAPS services) or provision of technical support (whether by telephone or remote access or other means); and

- 9.4.2. Centaur's maximum liability for damages arising in connection with this Licence or the supply of the Services is limited to the amount paid by you for the Services for the year in which any such claim is formally made by you.
- 9.4.3. Your liability to Centaur: You agree that Centaur (and its authorised distributors) will not be liable, other than as required by the Consumer Guarantees or as expressly set out in this Licence, and that you will indemnify Centaur (and its authorised distributors) from any liability, loss, damage, costs or expenses which Centaur (or its authorised distributors) may suffer or incur as a result of your use of the Services (including any claims made against Centaur (or its authorised distributors) by third parties).
- 9.4.4. Use of Services is not provision of professional advice: The information contained in the Services may contain features designed to assist you in complying with the requirements of the relevant legislation at the time of the release of the Services, including GST reporting. These compliance requirements may change from time to time. You agree it is your obligation to ensure the details, calculations, reports and any other data or documents produced using the Services, are correct and compliant when created or used by you. Legal, accounting or other relevant professional advice should be obtained before taking any action in reliance on the Services or what is produced by you using the Services.
- 9.4.5. Centaur has no responsibility for recommendations: Except as required by the Consumer Guarantees, Centaur, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of these Services or not, in respect of anything (including, without limitation, any error in or omission from these Services), and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help, contained in these Services.
- 9.4.6. Corruption of Data and on-line access: Except as required by the Consumer Guarantees, Centaur and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of the Services or any online link available between the Services and another server including without limitation in connection with Third Party Online Services.
- 9.4.7. Third Party On-line services: Except as required by the Consumer Guarantees, Centaur makes no warranty or representation in connection with the Third Party Online Services, or third party hardware (for example but not limited to HICAPS services) the responsibility for which rests with the relevant provider of such Third Party Online Services or such hardware.
- 9.4.8. Third Party Online service Providers ("TPS Providers") TPS means Third Party Services (see clause 5 'Disclaimer'): Except as required by the Consumer Guarantees, neither Centaur nor any TPS Providers, will be responsible for delays, non-performance, failure to perform, processing errors or any other matter or thing which may be required from any TPS Providers, such as an authority or approval, or any agreement with Centaur or any TPS Providers, as the case may be. Nor will the liability of Centaur, or any TPS Providers, (whether jointly, severally, or jointly and severally) include or extend to any special or consequential loss or damage suffered by you.

10. TERM AND TERMINATION OF LICENCE

- 10.1. Licence Term: Unless this Licence is terminated earlier in accordance with its terms, you have the right to use the Services in accordance with this Licence upon payment of the Subscription Fee in accordance with clause 11.
- 10.2. Termination by Centaur for breach: Centaur may terminate this Licence if you are in breach of its terms or as otherwise set out in this Licence.
- 10.3. Early termination: If you wish to terminate your Licence early after the first 12 months, you must do so by giving Centaur no less than one calendar month notice to that effect. Any refund of Subscription Fees is subject to clause 11.5 below.
- 10.4. Effect of Termination: Upon termination, Services will be discontinued, you will not have access to the Services and your data will be destroyed within 30 days from the expiry of your subscription unless agreed arrangements have been made by you to transfer your data, BEFORE that time.
- 10.5. Things you must do on termination: Upon termination, it is your sole responsibility to make arrangements with Centaur support to transfer all your data from Centaur's servers.
- 10.6. NO data will be recoverable 30 days after the termination is effective.
- 10.7. Survival: Clauses 3, 4, 7, 8, 9 and this clause 10 will survive the termination of this Licence. Termination of this Licence will not prejudice any right which Centaur may have, or but for the termination may have had, against you for a breach of this Licence.

11. SUBSCRIPTION TERMS

- 11.1. **Manner of verification:** Centaur verifies authorised use of your Account solely on basis of the Server Computer Identification Number and by issuing the Customer Registration Code. Therefore, it is critical that you maintain and protect confidentiality of all access details to your Account.
- 11.2. **No extension of Licence term:** Your right and entitlement to use the Services concludes at the end of the term of the Licence (subject to payment of an annual Subscription Fee, either as upfront annual or monthly payments as specified in this Licence) and is not linked to the dates of release, registration or provision by Centaur of any Upgrades and/or Updates.
- 11.3. **This Licence prevails:** If you have purchased these Services to upgrade or transition from any other Centaur Software products, this Licence shall supersede any previous licence agreement.
- 11.4. **No obligation on Centaur to upgrade:** Upgrades and/or Updates will be developed and included in the Services at Centaur's sole discretion, and Centaur does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of the Subscription Period or Licence.
- 11.5. **Payment:** Payment shall be calculated according to the subscription fees available to you, subject to variation by Centaur from time to time on 30 days' notice to you.
 - 11.5.1. You will be required to pay the Subscription Fees for the initial 12 months Subscription Period upfront or monthly via direct debit to be given access to the Services. The Subscription Fee for the initial 12 months is non-refundable. If you wish to cancel or terminate access to the Services during the initial 12-month period, the 12-month fee will be due in full immediately, notwithstanding payments being made monthly.
 - 11.5.2. This Licence will automatically terminate upon expiry of the subscription period unless it is renewed, and you will not have access to the Services in accordance with clause 10. To clarify, if after the initial Subscription Period, payment is made by advance payment of monthly Subscription Fees and these monthly payments are not made by the due date, the Licence will automatically terminate and you will no longer have access to the Services. If you renew and have paid upfront annual fees for the full 12-month period, that fee is non-refundable.
 - 11.5.3. This Licence can be automatically renewed upon payment of the Subscription Fee on or before the termination of the expiring Subscription Period. You will be required to pay the Subscription Fee annually upfront or by monthly payments in advance on the first business day of each month. You authorise and request Centaur to directly debit your monthly Subscription Fee from the bank account or credit card nominated by you.
 - 11.5.4. All payments becoming due and payable by you shall be subject to the Goods and Services Tax ("GST") at the applicable rate in either Australia or New Zealand depending on your geographic location.
 - 11.5.5. You will be liable for any penalty charges incurred by Centaur by reason of the dishonour or reversal of any payments made by you.
 - 11.5.6. All payments remain payable whether or not you use the Services while the subscription remains active.
 - 11.5.7. If you do not pay the subscription fee as required, this Licence will be terminated in accordance with clause 10 and you will no longer have access to the Services. Your data will be destroyed within 30 days from the expiry of your subscription unless arrangements are made by you before that time to transfer your data.

12. **TRIAL USE OF THE SERVICE**

If you have elected to access the Services as a trial and upon payment of the Evaluation Fee the terms in this clause 12 also apply to your use of the Services. Clause 12 and any further clauses that deal with terms and conditions of an Evaluation licence will still apply in totality irrespective of whether this evaluation fee is waived at the discretion of Centaur.

12.1. **Licence:** Your licence to use the Services:

- 12.1.1. permits you to evaluate the Service's functionality and suitability for your requirements.
- 12.1.2. is subject to the provisions of clauses 3, 4, 7, 8, 9, 11 and all clauses specific to your chosen Service.
- 12.1.3. is for 30 Days (Evaluation Period).
- 12.1.4. all payments for the Services are non-refundable, even in the event of cancellation, suspension or termination.

12.2. **Duration:** You acknowledge that your licence to use the Services will only apply for the Evaluation Period. At the end of the Evaluation Period:

- 12.2.1. you must not and will not be able to continue to access the Services, including any data that you have entered during the Evaluation Period; and
- 12.2.2. if you wish to use the Services you must pay the Subscription Fee.

- 12.3. **Entitlements:** You may be required to pay for any technical support that you may require in relation to your use of the Services during the Evaluation Period, in accordance with Centaur's then current charges.
- 12.4. **Liability:** You acknowledge that subject to clauses 8.2 and 8.3, and other than as required by the Consumer Guarantees, Centaur excludes all liability to you for any loss, including loss of data, damage, liability, costs or expenses suffered by you relating to the performance or non-performance of the Services during the Evaluation Period or any breach of this clause 12.

13. GENERAL

- 13.1. **Applicable law:** This Licence is governed by the laws of the State of New South Wales, Australia and by agreeing to be bound by the terms of this Agreement you irrevocably and unconditionally submit to the jurisdiction of the courts of that State.
- 13.2. **Consumer Guarantees:** Are the consumer guarantees regime as set out in Schedule 2 to the Competition and Consumer Act 2010 (also referred to as the Australian Consumer Law), or the Consumer Guarantees Act 1993 (NZ), as amended from time to time, or other similar legislation of a state or territory of Australia or NZ respectively.
- 13.3. **Entire Agreement:** This Licence contains the entire agreement between Centaur and you in relation to its subject matter and supersedes any prior agreements and understandings, whether written or oral.
- 13.4. **Evaluation Fee:** The fee set out on the pricing page of the Website at the relevant time to obtain an Evaluation Licence to use the Services on trial.
- 13.5. **Headings:** Clause headings are for ease of reference only and do not affect the meaning of this Licence.
- 13.6. **Subscription Fee:** The fee set out in the agreement between you and Centaur and/or on the pricing page of the Website at the relevant time for use of the Services, subject to applicable rate amendments which may be decided by Centaur from time to time.
- 13.7. **Subscription Period:** The period for which you have paid the Subscription Fee in accordance with clause 11.5.
- 13.8. **Termination of licence:** Upon termination of your licence you will not have access to the Services and your data will be destroyed within 30 days from the expiry of your subscription in accordance with clause 10.
- 13.9. **Third Party Applications and Technology:** When using the Services, you may access third party applications and technology. The terms of the third party's Licence will apply to your use of all such third-party applications and technology.
- 13.10. **Variation:** To the extent permitted by law, Centaur may vary any of the terms and conditions of this Licence upon providing you with thirty (30) days' notice in writing and a copy of the replacement terms and conditions. No new terms will come into force until the commencement of your renewed Subscription Period. Centaur will display any new terms and conditions on the Website, and you should check the website regularly.
- 13.11. **Waiver:** Any failure to enforce any rights under this Licence by Centaur is not to be taken as a waiver of those rights.

14. CONFIDENTIALITY AGREEMENT

As part of our Support and Maintenance service, our software support personnel may be required to examine your data both during support and during update procedures.

We understand that your data contains sensitive personal patient data and financial business data, and this would be treated confidentially.

Centaur Software will guarantee that:

- No information or data from the Services will be disclosed to anyone or any other company outside Centaur Software in any form without your express permission in writing.
- No information or data from your computer system in general will be disclosed to anyone or any other company outside Centaur Software.
- Access to The Services (via remote control software or directly from a browser), will be via a secure username/password connection.
- In return Centaur Software requires that you (once reasonable notice has been given), if needed, allow full-unrestricted access to your computer system via remote control software for support and maintenance purposes.
- Allow us to carry out any modifications/changes to settings or data deemed necessary for the full operation of The Services to your satisfaction.

Add-On Service Clauses (eServices, NDP, etc)

These Add-Ons are extras to the core functionality of our Services and may be used by you by signing an Order Form for each Add-On. Some Add-Ons include the storage and processing of your information outside of the core Service.

1. SECURITY OF YOUR ACCOUNT AND DATA

- 1.1. Security of your data: Centaur will use reasonable precautions to prevent the unauthorised disclosure of your data and will not decrypt your data. We will not, however, be responsible or incur any liability for any matters, including without limitation, any unauthorised access to your data, including by third parties to whom you have intentionally or inadvertently given shared access. If Centaur is served with a subpoena or is otherwise lawfully compelled to provide access to your data, we will, subject to it being lawful, notify you of that fact.
- 1.2. Internet access: Any access to the internet involves security risks and new threats to internet security are continually evolving. Information stored on our servers or the servers of third parties that Centaur use, may be vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and may be vulnerable to interception during transmission.
- 1.3. Backup: Although Centaur does regular backups on its overall infrastructure, Centaur on behalf of itself and/or any of its distributors and associates, does not assume any liability for loss of data.

Online Service Clauses (D4W Cloud, D4Web, Mediasuite Online, MediaWeb PACS)

1. DATA SECURITY: Hosted on Amazon Web Services (AWS) <https://aws.amazon.com/>. All servers and data processing takes place in AWS Sydney region. All data including backups is stored in AWS Sydney region. Files such as Document manager uploads, letters and Mediasuite files are stored in AWS S3 platform for multi-data centre redundancy and storage. AWS S3 platform is "Designed to provide 99.999999999% durability and 99.99% availability of objects over a given year". <https://docs.aws.amazon.com/AmazonS3/latest/dev/DataDurability.html>. Databases are stored on EBS encrypted volumes which are backed up into AWS S3 in the form of snapshots to store the backups across multiple data centres. Every database is replicated to a second EBS volume in a separate data centre than the primary database server. Each cloud customer has their own database for data isolation between tenants. We do not use a shared database SaaS architecture model. For general files like documents and x-rays we store customer files in their own dedicated folder on S3 where we implement policies to isolate files between tenants. Data is encrypted at rest with AES-256 encryption. Communications "in transit" are encrypted by use of HTTPS secure network protocol. All servers have anti-virus/malware applications installed.
2. DATA BACKUP: "Shared data" is documents, letters, x-rays, scanned files...etc. "Shared Data" is stored in AWS S3 which is data centre redundant. We keep all versions of a file (deleted or modified) for 90 days. If an entire data centre goes offline, then the files are still available. We sync database changes in real time to a server in separate data centre. We make a nightly snapshot of the database which we rotate over in 7 days. We take a weekly snapshot of the database and keep that copy for 90 days. We have automation setup so if a single virtual host is marked as unhealthy due to hardware issues in AWS data centre, the individual Host will be automatically shut down and will be started up again on a healthy AWS hardware stack.

Whilst all care is taken by Centaur to back up your data, Centaur will not guarantee or accept liability for any loss of data or any other form of loss or damage resultant from loss of data.

3. USE OF THE SERVICES

3.1. Single User licence:

- 3.1.1. **D4W CLOUD (RDS)**: If you have purchased a Single User Licence ('your Account') this will allow for only one single user in total to access your Account via Remote Desktop Connection (RDS) login through a unique username and password authorised by you. You may then have multiple unique usernames and passwords within D4W which are authorised by you to access the Services, however only one single user may access the Services at any one time. This is known as one concurrent licence. In the event that you wish to have more than one concurrent

licence and/or you wish to access your Account through the RDS connection with more than one username and password you will need to purchase additional RDS and/or concurrent licences.

3.1.2. **D4Web:** (There is no RDS licensing in D4Web). If you have purchased a Single User Licence ('your Account') this will allow for only one D4Web unique user to connect at any one time.

3.2. **Multiple User Licence:**

3.2.1. **D4W CLOUD (RDS):** If you have purchased a Multiple User Licence (greater than one licence) you and other simultaneous users who are authorised by you, each have their own unique login and password to access your Account. The number of licences which you have purchased will provide you access to your Account via the same number of RDS licences. The number of logins which are provided to RDS will equal the total number of licences you have purchased and will also equal the number of concurrent licences which you may access the Services. You may then have multiple unique usernames and passwords which are authorised by you to access the Services, however only the total number of licences which you have purchased can access the Services at any one time. In the event that you wish to access your Account through the RDS connection with more than the number of licences you have purchased in order to differentiate between the logins for RDS and those which access the Services, you will need to purchase additional RDS licences. Under no circumstances can you access the Services with greater than the number of licences than which you have purchased.

3.2.2. **D4Web:** (There is no RDS licensing in D4Web). If you have purchased a Multiple User Licence, this will allow for as many D4Web unique users to connect at any one time up to the maximum number of licenses you purchased.

4. **TECHNICAL SUPPORT – SERVICE LEVEL AGREEMENT**

Please refer to separate "Centaur Web Application SLA" document for details.

On-Premise & Customer Hosted Services Clauses (D4W, Mediasuite, D4W Subscription, PS)

1. **TECHNICAL SUPPORT – SERVICE LEVEL AGREEMENT**

Please refer to separate "Centaur Application SLA" document for details.

2. **SECURITY OF YOUR DATA**

2.1. **Backup:** It is completely, wholly and solely your responsibility to ensure you regularly and constantly perform your own backups of your data. Centaur will not guarantee or accept liability for any loss of data or any other form of loss or damage resultant from loss of data. Whilst Centaur may make recommendations on ways to back-up data your data, this provides absolutely no guarantee or assumption of responsibility by Centaur that the data has been effectively backed up.

On-Premise & Customer Hosted Services Clauses (D4W Enterprise)

1. **TECHNICAL SUPPORT – SERVICE LEVEL AGREEMENT**

Please refer to separate "Centaur Application ESLA" document for details.

2. **SECURITY OF YOUR DATA**

2.1. **Backup:** It is completely, wholly and solely your responsibility to ensure you regularly and constantly perform your own backups of your data. Centaur will not guarantee or accept liability for any loss of data or any other form of loss or damage resultant from loss of data. Whilst Centaur may make recommendations on ways to back-up data your data, this provides absolutely no guarantee or assumption of responsibility by Centaur that the data has been effectively backed up.

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