



SYSTEM LICENCE AGREEMENT
(FORM 0621)

SCHEDULE

TERM	MEANING
we, us or our	Emesent Pty Ltd (ABN 95 626 502 350) Address: Level G, Building 4, Kings Row Office Park, 40-52 McDougall Street, Milton, Qld, 4064, Australia Phone: 61 07 3548 9494 Email: info@emesent.io
you or your	Signatory of Emesent Quote
Autonomy Level	Autonomy Level as detailed in the accepted Emesent Quote .
Commencement Date	The date that you accept the Emesent Quote .
Delivery	“Delivery Location” means the address provided by you and detailed in the accepted Emesent Quote . “Delivery Time” is confirmed upon order signing of the Emesent Quote and subject to a deposit being received.
Equipment	The products detailed in the accepted Emesent Quote .
Fees	The Fees as detailed in the accepted Emesent Quote .
Payment Terms	We will issue you with an invoice as agreed amounts become due and you must pay the amount in the invoice, using the payment method set out in the invoice, by the due date of the invoice, or as otherwise agreed between the Parties.
Purpose	The Purpose is for handheld use and/or attaching to supported vehicles to autonomously inspect critical assets.
Software	Means the software (and updates as they are made available to you), accessible via licence key, that enables you to: <ul style="list-style-type: none">• process information captured by the Hovermap and create high definition maps of areas scanned using the Hovermap.• if colourisation is purchased under Clause 10.2, create colour high definition maps of areas scanned using the Hovermap.
Support Services	The Support Services means the support set out Support Services Schedule.
Support Services Level	In addition to the Support Services We will provide additional benefits as per Your Support Services Level (Platinum/Gold/Silver) as detailed in the accepted Emesent Quote .
Term	This Agreement will commence on the Commencement Date and will continue for three(3) consecutive years.

TERMS AND CONDITIONS

This Agreement will continue for the Term and is entered into between us and you, together the **Parties** and each a **Party**.

BACKGROUND

- A. You are a business who would like to be able to electronically map an area in high definition detail.
- B. We have created technology which allows you to do this.
- C. This Agreement sets out the terms on which we will provide this technology to you.

1. Equipment and Services

- 1.1 In consideration of your payment of the Fees and subject to your compliance with this Agreement, we will provide the Equipment, Software and Services in accordance with this Agreement, whether ourselves or through our Personnel.
- 1.2 If this Agreement expresses a time within which the Equipment, Software or Services are to be provided, you agree that such time is an estimate only, and creates no obligation on us to provide the Equipment, Software or Services by that time.

2. Commencement

- 2.1 Unless expressed otherwise in this Agreement, we will provide the Equipment, Software and Services within a reasonable time after the later of:
 - (a) the Delivery Time;
 - (b) where applicable, us receiving payment of the Fees
 - (c) to the extent you are required to complete any mandatory Training, this Training is completed; and
 - (d) to the extent Relevant Information is required, us receiving the Relevant Information and all things required by us to be able to provide the Equipment, Software and Services to you (as reasonably determined by us, in our sole discretion).

EQUIPMENT

3. Training

- 3.1 Prior to using the Hovermap and to the extent applicable, you and your Authorised Users must successfully complete any mandatory Training. The training will be provided by us as part of the Services.

4. Delivery, title and risk

- 4.1 We will use reasonable endeavours to deliver the Equipment to the agreed Delivery Location by the agreed Delivery Time.
- 4.2 Title in the Equipment will remain with us until all Fees due and payable to us under this Agreement are paid in full. Risk in the Equipment will pass to you on delivery of the Equipment to the Delivery Location.
- 4.3 You agree to not create an encumbrance, lien, charge or other interest on or over the Equipment during the Term and while title is with us.

5. Contractual lien and security interest

- 5.1 You further agree that we hold a general lien over any Equipment owned by us that is in your possession, for the satisfactory performance of your obligations under this Agreement.
- 5.2 You agree that this Agreement and your obligations under this Agreement create a registrable security interest in favour of us, and you consent to the security interest (and any other registrable interest created in connection with this Agreement) being registered on any relevant securities register (and you must do all things to enable us to do so).
- 5.3 This clause 5 will survive termination or expiry of this Agreement.

6. Hovermap Warranty against Defects

Warranty

- 6.1 Subject to the terms of this Agreement, the Hovermap is warranted by us to be free from Defects for the duration of the Warranty Period (**Hovermap Warranty**). For the purposes of this Agreement, “**Defect**” means any non-compliance of the Hovermap with the requirements of this Agreement as a result of our default, and “**Defective**” has a corresponding meaning.
- 6.2 The benefits given to you under the Hovermap Warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to the Hovermap or the Equipment, Software and Services more generally.
- 6.3 For the avoidance of doubt, the Hovermap Warranty only applies to the Hovermap and no other Equipment, Software or Services supplied under this Agreement.

Warranty Period

- 6.4 Subject to the terms of this Hovermap Warranty, and without limiting your statutory rights, your entitlement under this Hovermap Warranty will commence from the date the Hovermap is delivered to the Delivery Location and will continue for period dictated by your Support Service Level (as set out in the Support Services Schedule) (**Warranty Period**).
- 6.5 Any claim under this Hovermap Warranty does not extend the Warranty Period.
- 6.6 This Hovermap Warranty only sets out the Warranty Period within which we will offer you a repair or replacement. Your rights under the ACL may extend beyond the Warranty Period.

What we will do

- 6.7 Subject to the terms of this Hovermap Warranty (including you making a valid claim pursuant to this clause 6), and without limiting your Statutory Rights, we will use our best endeavours to remedy any Defect in any Hovermap that has been notified to us during the Warranty Period, at our cost.
- 6.8 We may, in our discretion, elect to repair or replace the Hovermap for the Defective part (or all) of the Hovermap, which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect. Where we undertake this repair or replacement, we will pay any delivery costs associated with delivering the repaired or replaced Hovermap to you. Again, this clause does not seek in any way to limit your Statutory Rights.

6.9 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 6.8 are unavailable or no longer in production, or your model of the Hovermap is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or models.

When the Hovermap Warranty will not apply

6.10 To the maximum extent permitted by law, this Hovermap Warranty does not cover, and we will have no Liability, and you waive and release us from any Liability (under this Hovermap Warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:

- (a) failure on your part to properly clean and maintain the Hovermap in accordance with any of our instructions or guidelines (see clause 7 'maintenance, servicing and repairs for more details');
- (b) failure on your part to follow any instructions or guidelines provided by us or the manufacturer in relation to the Hovermap (including in relation to use and attachment to vehicles and other crafts);
- (c) use of the Hovermap otherwise than for any application or use other than the Purpose or in any way that is not authorised by this Agreement;
- (d) continued use of the Hovermap (where such use is not reasonable) after any Defect in the Hovermap becomes apparent or would have become apparent to a reasonably prudent person;
- (e) failure by you to notify us of any Defect in the Hovermap within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
- (f) reasonable wear and tear of the Hovermap;
- (g) chemical or water damage to the Hovermap (including damage from steam or excessive moisture);
- (h) adverse environmental conditions, including electrical noise or electromagnetic radiation that may be directed, coupled or induced into the Equipment components, circuitry, power supply paths, signal paths or communication paths;
- (i) use of the wrong power supply or with other equipment, software or components not supplied or expressly approved by us;
- (j) colour and gloss variations (any variations with the colour or gloss within the Hovermap including any replacements, or any fading or aging of the colour, gloss or shine over time);
- (k) unauthorised reconfigurations, modifications, maintenance, repairs, replacement of parts or servicing by anyone other than us without our prior approval; and
- (l) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control).

6.11 To the maximum extent permitted by law, this Hovermap Warranty will be void, we will have no Liability, and you waive and release us from any Liability, whether under this Hovermap Warranty or otherwise, if any work or

services carried out by us (including repair and maintenance work or services) are altered, tampered with, overhauled, or otherwise compromised by you or any person other than us or the manufacturer, without our prior written consent.

6.12 We will have no Liability, and you waive and release us from any Liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this Hovermap Warranty, or in assessing any claim made by you under or in relation to this Hovermap Warranty.

How to make a claim

6.13 To claim the benefit of the Hovermap Warranty, you must:

- (a) notify us by email as soon as you become aware of the Defect, and in any event, within 14 days of when you become aware of the Defect;
- (b) allow us sufficient access to your property or site to inspect the Hovermap or if we ask you to, you must return the Hovermap together with all packaging, parts, accessories, documentation and proof of purchase to the contact details set out below;
- (c) provide any other information reasonably required by us to assess your claim; and
- (d) provide evidence of proof of purchase of the Hovermap from us, upon request.

6.14 Where you return the Hovermap as part of a Hovermap Warranty claim under this clause 6, you will need to cover any associated costs of you returning the Hovermap to us.

6.15 Subject to your satisfaction of the requirements in clause 6.13, we will notify you of our determination as to whether your claim is valid under this Hovermap Warranty, and if so, clause 6.8 will apply. To the maximum extent permitted by law, any determination we make under this clause 6 will be final and binding.

7. Maintenance, servicing and repairs

7.1 If you experience any issues using the Hovermap during the Term, you should contact us using our details in the Schedule.

Exclusivity of support

7.2 You agree that during the Term, to the extent any support, replacement, servicing or repairs are required in relation to the Hovermap, you must ensure that this work is done by us and our Personnel, unless otherwise instructed or permitted by us. You agree that failure to do so may mean the Hovermap Warranty will not apply – please refer to clause 6 for details.

Maintenance

7.3 During the Term, in addition to and without limiting any other obligation under this Agreement, you agree to:

- (a) operate and maintain the Equipment in accordance with the Manual; and
- (b) protect and keep the Equipment in the same condition (including being in good working order), subject to any fair wear or tear.

Servicing

7.4 Outside of experiencing any issues, we recommend that you get the Hovermap serviced by us approximately once

every 12 to 18 months, depending on the level and type of use. Please ask us for clarification if you are unsure.

- 7.5 To the extent that any repairs are identified as part of servicing, these will not form part of the service and will be handled in accordance with the 'repairs' section below.
- 7.6 Failure to have the Hovermap regularly serviced may mean the Hovermap Warranty will not apply – please refer to clause 6 for details.

Repairs

- 7.7 To the extent permitted by law and subject always to your Statutory Rights, you agree that you are responsible for the costs associated with any repair or replacement to, or of, any Equipment (or part of any Equipment), including return delivery costs, where this is required and is not as a result of our default of this Agreement.
- 7.8 Repair work not as a result of our default of this Agreement is out of scope and must be requested as an Additional Service in accordance with clause 16.

Support Services inclusions

- 7.9 Depending on your Support Service Level:
- (a) some servicing, as specified in the Support Service Schedule may be included in the Support Services; and
 - (b) we may provide you with, subject to additional terms and conditions as required by us, a rental Hovermap during the period that your Hovermap is being serviced or repaired as specified in the Support Service Schedule.

Where these items are not included within your Support Service Level inclusions, they are out of scope and must be requested as an Additional Service in accordance with clause 16.

Optional Hovermap trade-ins

- 7.10 Depending on your Support Services Level, you may be entitled to trade-in the Hovermap for a newer model as set out in the Service Support Schedule.
- 7.11 Any trade-in is subject to:
- (a) you returning the current Hovermap in reasonable condition; and
 - (b) the Parties agreeing to expire the Agreement and enter into a new agreement on terms similar to these, as agreed between the Parties.
- 7.12 By returning the Hovermap to us, you agree to transfer title and ownership of the Hovermap (to the extent it exists) to us. You disclaim any and all right, title or interest in and to the returned Hovermap, including the right to sell, dispose, or otherwise collect, where applicable, its value.

8. Optional additional and/or replacement Hovermaps

- 8.1 Depending on your Support Services Level, you may be entitled to purchase additional and/or replacement Hovermaps at discounted prices, as set out in the Service Support Schedule.
- 8.2 Any purchase of additional and/or replacement Hovermaps will be subject to:

- (a) you returning the current Hovermap in whatever condition it is in, except where the purchase is for an additional Hovermap; and
- (b) the Parties entering into an agreement on terms similar to these, as agreed between the Parties.

SOFTWARE

9. Software Licence

- 9.1 Subject to your compliance with the terms of this Agreement and payment of the Fees, we grant you (and any Authorised Users) a non-exclusive, non-transferable (except with our written permission), non-sublicensable (except as otherwise permitted under this Agreement), personal and revocable licence to access and use the Equipment for the Term (**Licence**).
- 9.2 **Using the Software:** You will require a Dongle in order to use the Software, which we will provide to you as part of the Equipment. The Dongle will initially enable you to access the Software during the Initial Term. For each subsequent 12 month period in the Term, we will need to reactivate the Dongle and may provide you with an initial 3 month period of access which will be extended to 12 months once we have received the Services Fees for that period from you.
- 9.3 **End of Term:** At the end of the Term, you will be required to purchase a 12 month Support Services Renewal in order to maintain access to the Equipment and to receive the support services outlined Support Service Schedule.
- (a) If you choose not to purchase a Support Plan Renewal you may continue to use the Equipment for perpetuity, however you will not be entitled to any support services whatsoever from us.
 - (b) If, after allowing your Support Services and or Support Service Level to lapse and you choose to reinstate these services, you will be liable for all fees from lapse date.

10. Optional colourisation software upgrade

- 10.1 Depending on your Support Services Level, you may be entitled to purchase a colourisation upgrade to the Software at discounted prices, as set out in the Service Support Schedule.
- 10.2 If you purchase the colourisation software upgrade and subject to your compliance with the terms of this Agreement and payment of the Colourisation Software Fees, we will upgrade the Software to include colourisation.

11. Restrictions on Use

- 11.1 You must not (and must ensure that any Authorised Users do not) access or use the Software except as permitted by the Licence and you must not and must ensure that any other person (including an Authorised User) does not:
- (a) use the Software in any way that breaches of any applicable Laws or infringes any person's rights, including Intellectual Property Rights (and privacy rights);
 - (b) use the Software in any way that damages, interferes with or interrupts the supply of the Software;

- (c) introduce malicious programs into our hardware and software or Systems, including viruses or malware through any channel;
- (d) use the Software to carry out security breaches or disruptions of a network. This includes accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (e) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Software;
- (f) use the Software to circumvent user authentication or security of any of our networks, accounts or hosts or those of members or suppliers; and
- (g) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing").

12. Updates, fixes and variations to the Software

- 12.1 You agree that we may make changes to the Software as part of an update, provided those changes do not substantially and adversely affect your use and enjoyment of the Software. Where we notify you of an update, you are required to follow our directions and do all things reasonable to facilitate such updates within a reasonable time.
- 12.2 By way of example, a change that would substantially or adversely affect your use and enjoyment of the Software:
- (a) would include a fundamental change to the Software, such as us removing a critical feature; and
 - (b) would not include changing non-critical features or the look or feel of the Software.
- 12.3 In relation to changes to the Software that would substantially and adversely affect your use and enjoyment of the Software (or an Authorised User's), we agree that these changes will not take effect until the next extension of the Term.

13. Third Party Inputs

- 13.1 You agree that:
- (a) the Software may include Third Party Inputs that interface, or interoperate with, the Software; and
 - (b) the provision of the Software may be contingent upon, or impacted by, such Third Party Inputs (for example, our software may use or rely on third party technology).
- 13.2 To the extent that any Third Party Inputs are required by us in order to be able to provide the Software to you:
- (a) we agree to obtain and maintain the required licences for access and use of any Third Party Inputs (at no additional cost to you); and

- (b) you agree to:
 - (1) where these are set out in an attachment to this Agreement, adhere to the terms and conditions of any such Third Party Input licences; and
 - (2) comply with our reasonable instructions and directions.

- 13.3 You acknowledge and agree that the benefit of the Third Party Input's interface, or interoperation with, the Software, is subject to your compliance with clauses 13.2.

GENERAL TERMS

14. Our Obligations

- 14.1 We represent, warrant and agree that:
- (a) we are properly constituted and have the right and authority to enter into this Agreement;
 - (b) we will provide the Equipment, Software and Services in accordance with all applicable Laws; and
 - (c) we will use reasonable efforts to ensure all of our obligations under this Agreement will be carried out:
 - (1) by suitably competent and trained Personnel; and
 - (2) in an efficient and professional manner.
- 14.2 We further agree that:
- (a) we have legal authority to grant you the Licence;
 - (b) all pre-existing Intellectual Property Rights in the Equipment, Software and Services (with the exception of the property rights in any Third Party Inputs) will be owned or held by us;
 - (c) the provision of the Equipment, Software and Services does not and will not infringe any other person's Intellectual Property Rights; and
 - (d) the Equipment, Software and Services will be provided in accordance with this Agreement (including any Specifications).

15. Your Obligations

- 15.1 You agree:
- (a) to comply with this Agreement, our reasonable requests or requirements, and all applicable Laws; and
 - (b) to provide all assistance, information, documentation, access, facilities, authorities, consents, licences and permissions reasonably necessary to enable us to comply with our obligations under this Agreement or at Law, in a timely manner;
 - (c) that you have reviewed and understand the terms of this Agreement (including our Privacy Policy), and will use the Equipment, Software and Services in accordance with them; and
 - (d) that in entering into this Agreement, you have not relied upon any representation, warranty or inducement by us nor is any representation, warranty or thing made or done by us to be

inferred, incorporated or implied into this Agreement.

15.2 You represent, warrant and agree that:

- (a) you have the legal capacity to enter into a legally binding agreement;
- (b) there are no legal restrictions preventing you from entering into this Agreement or using the Equipment in the way you intend (including, to the extent applicable, from flying or operating the Equipment or anything that the Equipment attaches to e.g. a car or drone);
- (c) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (d) you have not relied on any representations or warranties made by us in relation to the Equipment, Software and Services (including as to whether the Equipment, Software and Services are or will be fit or suitable for your particular purposes), unless as expressly stipulated in this Agreement;
- (e) any person operating a vehicle to which the Hovermap attaches, will possess, for the duration of the Term, all legally required licences and certificates (or similar, and as applicable) to operate such vehicles for the Purpose and in the Territory, and you will present such licences and certificates (or similar, as applicable) to us upon our request;
- (f) you will report any Accident or infringement which occurs during the Term to us, immediately after it occurs;
- (g) you will only use the Hovermap for the Purpose and in accordance with our reasonable instructions and directions (including any policies that we provide to you from time to time);
- (h) you will not modify the Hovermap in any way (including by retrofitting any item to the Hovermap or the Hovermap to any vehicle using parts that are not supplied by us and which you have not completed the Training for);
- (i) you will not use the Equipment, Software or Services in breach of any Laws or in breach of the Manual;
- (j) you will not use the Equipment (and will ensure that no other person (including an Authorised User) uses the Equipment), without first successfully completing the required Training;
- (k) you are responsible for all users using the Equipment, Software and Services, including your Personnel (and any Authorised Users), and you must ensure that no person uses any part of the Equipment, Software or Services in a way that is in breach of the Manual, any Laws or to infringe any person's rights (including Intellectual Property Rights and privacy rights);
- (l) you use the Equipment, Software and Services and any associated programs and files at your own risk;
- (m) the technical processing and transmission of information and data, including Customer Data, may be transferred unencrypted and involves:
 - (1) transmissions over various networks; and
 - (2) changes to conform and adapt to technical requirements of connecting networks or devices;
- (n) we may use third party service providers to integrate with the Software. If the providers of third-party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;
- (o) the Equipment, Software and Services may use third party products, facilities or services. We do not make any warranty or representation in respect of the third-party products, facilities or services;
- (p) we do not guarantee that any file or program available for download and/or execution from or via the Equipment, Software or Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;
- (q) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, (your Authorised Users) or your Personnel; and
- (r) we may pursue any available equitable or other remedy against you if you breach any provision of this Agreement;
- (s) you are not our contractor and you do not and we do not authorise you to perform services on our behalf;
- (t) the Equipment, Software and Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Equipment, Software and Services to third parties without our prior written consent;
- (u) any information, advice, material, work and services (including the Services) provided by us under or produced in relation to this Agreement do not constitute legal, financial, merger, due diligence or risk management advice;
- (v) you will be responsible for the use of any part of the Equipment, Software and Services, and you must ensure that no person uses any part of the Equipment, Software or Services to break any Law or infringe any person's rights (including Intellectual Property Rights or privacy rights);
- (w) you are not and have not been the subject of an Insolvency Event;
- (x) if applicable, you hold a valid ABN which has been advised to us;
- (y) if applicable, you are registered for GST purposes; and

- (z) you have all hardware, software and services which are necessary to access and use the Equipment, Software and Services (other than those required to be provided by us under this Agreement).

- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 5% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.

16. Additional Services

- 16.1 You may request Additional Services, including:
- (a) support and assistance on a consultancy basis;
 - (b) additional Training; and
 - (c) maintenance, servicing and repairs services,
- by providing written notice (including by email) to us.
- 16.2 We may, at our discretion, provide you with written notice in the form of a scope of services, a proposal or a statement of work (as applicable) covering the Additional Services requested and any further fee required for us to undertake the Additional Services.
- 16.3 If you agree to the scope of services, proposal or statement of work (as applicable), for the Additional Services, then we will provide the Additional Services to you in consideration for payment of the additional fee, which will form part of the Fees.

17. Access

- 17.1 You agree to provide us (and our Personnel) with unfettered access to any premises where the Equipment or Software is located, and any other premises reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates requested by us.
- 17.2 This clause 17 will survive termination and expiry of this Agreement.

18. Payment

- 18.1 You agree to pay us:
- (a) the Fees;
 - (b) all pre-approved Expenses; and
 - (c) any other amounts payable to us under this Agreement,
- in accordance with the Payment Terms.
- 18.2 You agree:
- (a) that you will bear and pay all international transfer costs, fees and charges imposed by your bank, payment processor or debit or credit card provider when making payment of any amount under this Agreement to us; and
 - (b) to pay us enough to ensure that we receive the full amount of the Fee or other amount payable on the due date.
- 18.3 If any payment is not made in accordance with the Payment Terms, the amount of that payment becomes a debt immediately due and payable to us and we may (at our absolute discretion):
- (a) immediately cease providing the Equipment, Software and Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so; and/or

- 18.4 If you rectify such non-payment within a reasonable time after suspension, then we may, at our discretion, recommence the provision of the Equipment, Software and Services as soon as reasonably practicable.

- 18.5 To the maximum extent permitted by Law, the Fees are non-refundable. To the maximum extent permitted by law, there will be no refunds or credits for any unused Equipment, Software or Services (or part thereof).

19. Variation to the Fees

- 19.1 You agree that on each anniversary of the Commencement Date, the Fees (including each of the Fee amounts) will automatically increase by 2.5%, in order to account for inflation.

20. Intellectual Property

- 20.1 This clause 19 will survive termination or expiry of this Agreement.
- 20.2 The Parties agree that nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights.

Our Intellectual Property Rights

- 20.3 You agree that we own all Intellectual Property Rights in:
- (a) Our Materials;
 - (b) New Materials or Improvements; and
 - (c) any Feedback,
- and these Intellectual Property Rights will at all times vest, or remain vested, in us (or, if applicable, our third-party service providers). To the extent that ownership of these Intellectual Property Rights does not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.
- 20.4 In the use of any Intellectual Property Rights in connection with this Agreement, you agree that you must not (and you must ensure that your Personnel do not) commit any Intellectual Property Breach.
- 20.5 You also agree that:
- (a) we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback;
 - (b) you must not whether directly or indirectly, without our prior written consent:
 - (1) copy, modify, adapt, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Software (or any part of the Equipment or Services) or otherwise attempt to discover any part of the source code of the Software;
 - (2) use any unauthorised, modified version of the Equipment, Software or Services, including (without limitation) for the

- (3) use the Equipment, Software or Services in a manner that is contrary to any Laws or in violation of any Intellectual Property Rights or privacy rights;
- (4) publish, post, upload or otherwise transmit data that contains any viruses, trojan horses, worms, time bombs, malware, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with information or property of any person;
- (5) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Equipment, Software and Services;
- (6) unless authorised under this agreement, use the Equipment, Software or Services in a web-enabled form for the purposes of third-party analysis or view via the internet or other external network access method;
- (7) rent the use of the Equipment, Software or Services to any third parties;
- (8) take any action that may compromise or jeopardise our Intellectual Property Rights in the Equipment, Software or Services or otherwise;
- (9) remove or deface any confidentiality, copyright or other proprietary notice placed on the Equipment, Software or Services;
- (10) make any representations or warranties to any third parties that could be construed as being representations or warranties from us in relation to the Equipment, Software or Services or any other matter;
- (11) use the Equipment, Software or Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing; or
- (12) do any other thing in relation to the Equipment, Software or Services which is specifically prohibited by us, whether by verbal instruction or direction, or in writing.

Your Materials

- 20.6 We agree that you own all Intellectual Property Rights in Your Materials.
- 20.7 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, for the duration of the Term, to use the Intellectual Property Rights in Your Materials solely for the purposes for which they were developed and for the performance of our obligations under this Agreement, as contemplated by this Agreement.

- 20.8 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and agree to ensure that your Personnel) consent to our use or infringement of those Moral Rights.

Customer Data

- 20.9 As between you and us:
 - (a) all Customer Data is and remains your property; and
 - (b) you retain any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works.
- 20.10 To the extent that we receive any Customer Data under or in connection with this Agreement, you grant us a limited licence to copy, transmit, store and back-up or otherwise access the Customer Data during the Term (and for a reasonable period after the Term), to:
 - (a) supply the Equipment and Services to you (including to enable you and your Personnel to access and use the Equipment and Services);
 - (b) diagnose problems with the Equipment and Services;
 - (c) enhance and otherwise modify the Equipment and Services; and
 - (d) develop other services (and for the purposes of case studies and Analytics), provided we de-identify the Customer Data, and
 as reasonably required to perform our obligations under this Agreement.
- 20.11 You must, at all times, ensure the integrity of the Customer Data and that your use of the Customer Data is compliant with all Laws.
- 20.12 You represent and warrant that:
 - (a) you have obtained all necessary rights, releases and permissions to provide all Customer Data to us and to grant the rights granted to us in this Agreement; and
 - (b) the Customer Data (and its transfer to and use by us) as authorised by you, under this Agreement does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property rights, rights of privacy, or rights of publicity.
- 20.13 We assume no responsibility or Liability for the Customer Data. You are solely responsible for the Customer Data and the consequences of using, disclosing, storing or transmitting it.

21. Analytics

- 21.1 Despite anything to the contrary in this Agreement or elsewhere, we may monitor, analyse and compile information based on and/or related to your use of the Equipment, Software and Services, in an aggregated and anonymised format (**Analytics**).
- 21.2 We and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content provided in connection with

the Analytics, including all Intellectual Property Rights in the foregoing.

22. Privacy

- 22.1 Each Party will at all times comply with the Privacy Act and any other privacy law or privacy regulation applicable to that Party (**Privacy Laws**).
- 22.2 In relation to Customer Data that contains or is Personal Information, we will only use this Customer Data in the manner permitted by this Agreement and Privacy Laws.
- 22.3 You are responsible for the collection, use, storage and otherwise dealing with Personal Information related to your business and all matters relating to the Customer Data.
- 22.4 Without limiting this clause 22, you may only disclose Personal Information in your control to us, if:
- you are authorised by Privacy Laws to collect the Personal Information and to use or disclose it in the manner required by this Agreement;
 - you have informed the individual to whom the Personal Information relates, that it might be necessary to disclose the Personal Information to third parties; and
 - where any Personal Information is Sensitive Information, you have obtained the specific consent to that disclosure from the individual to whom the Sensitive Information relates.
- 22.5 This clause 22 will survive termination or expiry of this Agreement.

23. Confidential Information

- 23.1 Each Receiving Party agrees:
- not to disclose the Confidential Information of the Disclosing Party to any third party;
 - to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
 - to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.
- 23.2 The obligations in clause 23.1 do not apply to Confidential Information that:
- is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
 - is authorised to be disclosed by the Disclosing Party;
 - is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or
 - must be disclosed by Law or by a regulatory authority, including under subpoena.
- 23.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 23. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect

itself from a breach (or continuing breach) of this clause 23.

- 23.4 This clause 23 will survive termination or expiry of this Agreement.

24. Australian Consumer Law

- 24.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Equipment, Software and Services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL.
- 24.2 For major failures, you are entitled:
- to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.
- 24.3 You are also entitled to choose a refund or replacement for major failures with Equipment. If a failure with the Equipment or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Equipment and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Equipment or Service.
- 24.4 You agree that our Liability for the Equipment, Software and Services is governed solely by the ACL and this Agreement.
- 24.5 Subject to your Statutory Rights and unless specified otherwise in this Agreement, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Equipment, Software and Services) are provided to you without warranties, representations and guarantees of any kind, unless expressly stipulated in this Agreement.
- 24.6 Subject to your Statutory Rights, all amounts paid by you for the Equipment, Software and Services are non-refundable.
- 24.7 This clause 24 will survive the termination or expiry of this Agreement.

25. Exclusions to Liability

- 25.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- loss of, or damage to, any property or any injury to or loss to any person;
 - your or your Personnel's acts or omissions;
 - the Computing Environment;
 - any use or application of the Equipment, Software or Services by a person or entity other than you (including any third party that you sublease, rent, sell or otherwise transfer the Equipment to), or

- other than as reasonably contemplated by this Agreement;
- (e) any works, services, goods, materials or items which do not form part of the Equipment, Software or Services (as expressed in this Agreement), or which have not been provided by us;
 - (f) any relocation, modification, configuration or reconfiguration of any Equipment, Software or Services by you;
 - (g) any Third Party Inputs; or
 - (h) any event outside of our reasonable control (including a Force Majeure Event).
- 25.2 This clause 25 will survive the termination or expiry of this Agreement.
- 26. Limitations on Liability**
- 26.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) the liability of either Party for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by its acts or omissions (or those of its Personnel), and any failure to mitigate that Liability; and
 - (c) our maximum aggregate Liability arising from or in connection with this Agreement (including the Equipment, Software, Services or the subject matter of this Agreement) will be limited to, and must not exceed in the aggregate, for all claims, the value of the total Fees payable under this Agreement.
- 26.2 This clause 26 will survive the termination or expiry of this Agreement.
- 27. Indemnity**
- 27.1 Despite anything to the contrary, to the maximum extent permitted by law, you are liable for and agree to indemnify, hold harmless, release and discharge, us in respect of any Liability which we may suffer, incur or are otherwise liable for as a result of, or in connection with:
- (a) loss of, or damage to, any property or any injury to or loss to any person (including death);
 - (b) any failure to maintain the Equipment in accordance with the terms of this Agreement and our directions;
 - (c) any sublease, rent, sale or transfer of the Equipment to any third party;
 - (d) your or your Personnel's acts or omissions; or
 - (e) your or your Personnel's breach of this Agreement or any laws.
- 27.2 This clause 27 will survive the termination or expiry of this Agreement.
- 28. Termination**
- 28.1 The Parties agree that this Agreement may only be terminated in accordance with this clause 28.
- 28.2 Where a Hovermap is no longer able to be used by you for reasons other than a default by us of this Agreement (including it has been stolen or destroyed), the Parties agree that either Party may terminate this Agreement with the consent of the other (such consent not to be unreasonably withheld).
- 28.3 This Agreement will terminate immediately upon written notice by:
- (a) us, if:
 - (1) you (or any of your Personnel) breach any material term of this Agreement;
 - (2) you (or any of your Personnel) breach any provision of this Agreement and that breach has not been remedied within 20 Business Days of being notified by us;
 - (3) you fail to provide us with clear or timely instructions or information to enable us to provide the Equipment, Software and Services;
 - (4) for any other reason outside our control which has the effect of compromising our ability to provide the Equipment, Software and Services;
 - (5) you are unable to pay your debts as they fall due; or
 - (6) you attempt to repudiate this Agreement early (including through repudiation); and
 - (b) you, if we:
 - (1) are in breach of a material term of this Agreement, and that breach has not been remedied within 20 Business Days of being notified by you; or
 - (2) are unable to pay our debts as they fall due.
- 28.4 Upon expiry or termination of this Agreement:
- (a) we will immediately cease providing the Services;
 - (b) you agree to pay for all Equipment, Software and Services provided to you up to the date of termination or expiry (to the extent you have not done so already), including for Equipment, Software and Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement, as a debt due and immediately payable;
 - (c) where termination has occurred pursuant to clauses 28.2 or 28.3(a)(1), (2), (3) or (6) you agree to pay us the Cancellation Fee, as a debt due and immediately payable;
 - (d) you agree to grant us such rights of access, in accordance with clause 16, to any premises where the Equipment is located to allow us (or our Personnel) to immediately recover or repossess the Equipment, if applicable;
 - (e) each Party agrees to, as soon as reasonably practicable, return to the other Party (where possible), or delete or destroy (where not possible to return), any of the other Party's property

(including any Confidential Information and Intellectual Property); and

- (f) 1 month after termination, we may at our sole discretion anonymise or delete all Customer Data which we hold or control in relation to this Agreement.

28.5 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of this Agreement.

28.6 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

28.7 This clause 28 will survive the termination or expiry of this Agreement.

29. Taxes

29.1 All prices quoted are exclusive of all local taxes, including but not limited to GST, VAT, Sales Tax and/or Withholding Tax.

29.2 Goods and services supplied to Australian residents or for use in Australia are subject to tax under the GST law. If you provide assurances to us that:

- (a) you are a non-resident for Australian income tax purposes;
- (b) you are not registered or required to be registered for GST purposes in Australia; and
- (c) you require the goods and services solely for use in its business or operations outside of Australia,

we may rely upon such assurances and treat goods or services supplied to you under this Agreement as GST-free supplies under the GST law.

29.3 If goods or services supplied to you are subsequently classified as taxable because any of your assurances were incorrect, you must reimburse us on demand for the GST payable (including any interest, fine, penalty or other amount imposed upon Emesent for failing to collect the GST).

29.4 If any taxes, excises or duties are imposed then you:

- (a) will bear and pay all deductions and withholdings of any taxes, excises or duties directly to the relevant authorities; and
- (b) separately pay us enough to ensure that we receive the full amount of the Fee on the due date.

29.5 You are responsible for obtaining any necessary import licences or permits and for paying any customs or import duties or taxes on such importation.

30. General

30.1 **Amendment:** This Agreement may only be amended by written instrument executed by the Parties.

30.2 **Assignment:** A Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

30.3 **Counterparts:** This Agreement and any Statement of Work issued under it may be executed in any number of counterparts that together will form one instrument.

30.4 **Disputes:** If any dispute or claim (including any question regarding its existence, validity or termination) arises out of or in connection with this Agreement (**Dispute**), either Party may issue a notice to the other Party outlining the dispute or claim (**Notice of Dispute**). Within 14 days of a Notice of Dispute, senior representatives of the Parties must meet in good faith to resolve the Dispute by negotiation or such other means as they mutually agree. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may:

- (a) where the Parties are both located in Australia, refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties; and
- (b) where either Party is located outside of Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration (**ACICA**), with such arbitration to be conducted in Brisbane, Queensland, in English and in accordance with the ACICA Arbitration Rules. The costs of the arbitration will be shared equally between the Parties and the determination of the arbitrator will be final and binding.

30.5 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

30.6 **Entire agreement:** This Agreement contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

30.7 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay is due to any circumstance beyond our reasonable control (including but not limited to epidemics, pandemics, and Government sanctioned restrictions and orders, whether known or unknown at the time of entering into this Agreement) (**Force Majeure Event**).

30.8 **Governing law:** This Agreement is governed by the laws of Queensland, Australia. Subject to clause 30.4, Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

30.9 **Publicity:** You agree that we may advertise or publicise the broad nature of our provision of the Equipment, Software and Services to you, including on our website or in our promotional material.

30.10 **No Exclusivity:** The Equipment, Software and Services will be provided to you on a non-exclusive basis.

- 30.11 **Non-solicitation:** You acknowledge that our Personnel are a valuable asset of our business. Accordingly, you agree that during the Term and for 12 months after the Term, you will not, directly or indirectly, knowingly recruit or solicit, employ, engage as a consultant, or otherwise retain, any of our Personnel who are involved in the performance of this Agreement, to work for you or any business which competes with us. For the avoidance of doubt, this provision shall not restrict hiring of employees in response to general public advertisements of employment.
- 30.12 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 2 Business Days in the case of post, or at the time of transmission in the case of transmission by email (or, where the time of transmission is not on a Business Day, 9am on the next Business Day).
- 30.13 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 30.14 **Precedence:** You acknowledge and agree that if there is a discrepancy between the terms and conditions in this Agreement and the Manual, the terms and conditions of this Agreement will prevail.
- 30.15 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 30.16 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

31. Definitions

Accident means any collision or contact between the Equipment and any other object, including but not limited to another vehicle, the ground, an animal or person, or any incident or occurrence that results in the Equipment being damaged, lost or destroyed or any other vehicle, property, thing, animal or person being injured, killed, damaged, lost or destroyed (as applicable).

ACL has the meaning given in clause 24.1 of this Agreement.

Agreement means these terms and conditions, including the Schedule and any Specifications.

Authorised Users means those users that the Parties agree are authorised to use the Equipment, Software and Services.

Autonomy Level means the level of autonomy that you are operating the Hovermap at as set out in the Schedule.

Business Day means a day on which banks are open for general banking business in Queensland, excluding Saturdays, Sundays and public holidays.

Cancellation Fee means the value of the Fees still payable for the remainder of the Term as at the date of termination.

Commencement Date means the date for the commencement of the Agreement, as set out in the Schedule.

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Customer Data means the information, logos, documents, customer information, Personal Information and other data to which you provide us access to, or which is stored by the Equipment, Software or Services, or generated by the Equipment or Services as a result of your use of the Equipment or Services.

Delivery Location has the meaning given in the Schedule in the row titled 'delivery'.

Delivery Time has the meaning given in the Schedule in the row titled 'delivery'.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Emesent Quote means a commercially binding document supplied by Us to You listing the proposed prices for the supply of Emesent products or services. The Emesent Quote is provided subject to the entire terms of this agreement.

Equipment has the meaning given in the Schedule.

Expense means any disbursements, travel costs, accommodation costs and third-party costs, reasonably and directly incurred by us or our Personnel for the purpose of the provision of the Equipment, Software or Services.

Feedback means any idea, suggestion, recommendation or request by you (or any of your Personnel or Authorised Users or customers), whether made verbally, in writing, directly or indirectly, in connection with the Equipment, Software or Services.

Fees has the meaning given in the Schedule.

Force Majeure Event has the meaning given in clause 30.7 of this Agreement.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

Intellectual Property means any domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights including any Intellectual Property Rights of third parties), including, but not limited, to you (or your Personnel):

- (a) copying, altering, enhancing, adapting or modifying any of our Intellectual Property;
- (b) creating derivative works from our Intellectual Property;
- (c) providing or disclosing our Intellectual Property to, or allowing our Intellectual Property to be used by, any third party;
- (d) assigning or transferring any of our Intellectual Property Rights or granting sublicenses of any of our Intellectual Property Rights, except as expressly permitted in this Agreement;
- (e) reverse engineering or decompiling any of our Intellectual Property Rights, except where permitted by Law; or
- (f) using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using

our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Late Fee has the meaning given in the Schedule.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Equipment, Software or Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Licence has the meaning given in clause 9.1 of this Agreement.

Manual means any manual or policies provided by us to you, as to the operation, use, restrictions, guidelines or safety instructions for the Equipment, as updated from time to time.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with this Agreement, the Equipment, Software and Services (including any machine learning algorithms output from the Services), whether before or after the date of this Agreement.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including the Specifications, Intellectual Property, Equipment, Software and Services) that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by Australian and international laws.

Payment Terms has the meaning given in the Schedule.

Personal Information is defined in the Privacy Act.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, distributors, partners, subcontractors or agents.

Purpose has the meaning given in the Schedule.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws has the meaning given in clause 22 of this Agreement.

Privacy Policy means any privacy policy set out on our website (<https://www.emesent.io/>).

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Relevant Information means the information as set out in the Schedule.

Schedule means the schedule to this Agreement, which set out at the beginning of the Agreement.

Sensitive Information is defined in the Privacy Act.

Services means the Training and Support Services. We may provide services outside of the above scope however these will be Additional Services for the purposes of this Agreement.

Software has the meaning given in the Schedule.

Specifications has the meaning given in the Schedule.

Statutory Rights has the meaning given in clause 24.1 of this Agreement.

Support Services has the meaning given in the Schedule.

Support Services Level means the level of support services that the parties have agreed to as set out in the Schedule.

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network.

Term has the meaning given in the Schedule.

Territory has the meaning given in the Schedule.

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by.

Training has the meaning given in the Schedule.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of this Agreement.

- (f) administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (g) a reference to \$ or dollars refers to the currency of Australia from time to time;
- (h) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally; and
- (i) a reference to time is to local time in Queensland.

32. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors,

Support Service Schedule

We will provide the following support services to the end user of Emesent products for the term of this agreement:

- Online helpdesk support via Our support portal, email and/or over the phone, between the hours of 9am and 5pm Australian Eastern Standard Time on Business Days. In order for you to receive the Support Services, you or your Authorised User must place a request. We agree to respond to any such request on a timely basis and will endeavour to respond, where possible, within 48-72 business hours of the request being made.
- Software updates and bug fixes as and when these are developed by us.

Our supply of the Support Services is subject to the following:

- Your payment of the Fees.
- You using the Services in accordance with this Agreement and any instructions provided by us.
- You implementing or allowing us to implement software updates and bug fixes.

Our supply of the Support Services excludes:

- Support for Third Party Inputs.