

END USER LICENSE AGREEMENT

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Background

This End User License Agreement ("EULA") between icetana Limited (ACN 140 449 725) ("icetana"), with principal offices located at % WeWork Level 32, 152 St Georges Terrace, Perth WA 6000, and your company ("Licensee") governs the grant of the license by icetana to the Licensee to use the icetana Software, subject to the terms and conditions outlined in this EULA.

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This EULA may supplement additional Terms and Conditions and/or a Proposal Document. To the extent that there are any inconsistencies between the EULA, Terms and Conditions and/or a Proposal Document, the order of priority is as follows:

- 1. EULA
- 2. Terms and Conditions
- 3. Proposal Document.



1 Definitions

In this EULA, the following terms shall have the definitions as follows:

"Devices" means end-point data collection devices including cameras, other surveillance devices, independent data channels or other digital or analogue hardware owned, leased or controlled by the Licensee that connects to the Software under this EULA.

"Documentation" means the Software's standard user manual and all manuals, instructions and other documents and materials that icetana provides or makes available to Licensee in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance of the Software.

"Embedded Software" means any third-party software code licensed by icetana from a third-party and embedded in the Software.

"Fees" means either the Subscription Fee or the Upfront Fee, as outlined in the Proposal Document.

"Intellectual Property" is defined as including; but is not limited to; all Trade Marks, patents, copyrights, processes, know-how, registered designs, specifications, statements, formulae, trade secrets, manner of new manufacture, drawings and data or other like property or rights owned or held by icetana in relation to the Software. These rights include:

- i. Marks, logos, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright or other trade indicia; and
- ii. all rights in information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, software, designs, drawings, programs, source code, dynamic link libraries, graphical user interfaces, trade secrets or data, whether or not protectable by patent application design registration, copyright, circuit layouts or otherwise, whether unregistered, registered or registerable.

"Protection Mechanisms" means any license protection mechanisms that are designed to manage and protect the Intellectual Property of icetana and its third-party licensors that may be included in the Software.

"Purchase Order" means a purchase order or similar document completed by Licensee that provides for the purchase by the Licensee of the Software.

"Proposal Document" means any proposal document or documents setting out in further detail the services and products offered by icetana to the Licensee, and the terms on which they have been made available.

"Software" means the icetana software which is being licensed to the Licensee under this EULA, which includes computer software, source code, object code and may include



associated media, Documentation and other printed or electronic materials, internet-based services, Embedded Software and all Supplementary Software.

"Subscription Fees" means the ongoing fees paid by the Licensee as consideration for the ongoing grant of the License in such amount and frequency as specified and agreed in the relevant Proposal Document.

"Supplementary Software" means updates, upgrades, enhancements, supplements, add-on components, service components, service releases (new builds) and new versions of the Software.

"Terms and Conditions" means any icetana terms and conditions provided to the Licensee from time to time.

"Uncontrolled Systems" means hardware systems not owned, leased or controlled by the Licensee.

"Upfront Fees" means the upfront fees paid by the Licensee in one lump sum as consideration for the initial grant of the License in such amount and for such duration as may be specified and agreed in the relevant Proposal Document.

2 License to use the Software

2.1 Grant of License

Upon the earlier of:

- (a) payment of the License Fee to icetana; or
- (b) upon downloading, installing or using the Software,

icetana grants to the Licensee a non-exclusive license to use the Software solely over such number of Devices for which the applicable Fees were paid as outlined in the Proposal Document.

2.2 DURATION

Subject to section 6 (Termination), the License shall expire on the last day of the license period to which the Subscription Fees or the Upfront Fees were paid, as the case may be, and more particularly outlined in the Proposal Document.

2.3 BACKUP

The Licensee is permitted to copy the Software for data protection, archiving and backup purposes. However, Licensee may make only such number of backup copies as necessary to comply with Licensee's internal policies or otherwise to satisfy applicable legal obligations.



2.4 Permitted Computers and Camera Hardware

Except as otherwise agreed in writing by icetana, the Licensee may only install the Software and make the Software available for use on hardware systems owned, leased and otherwise in the control of the Licensee.

2.5 RESTRICTIONS ON USE

Licensee may not:

- (a) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive source code, any portion of the Software;
- (b) directly or indirectly access or use any Embedded Software independently of the rest of the Software;
- (c) sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form of the Software or any data/information not owned by the Licensee;
- (d) utilize or run the Software on more Devices than the number of licenses that were purchased;
- (e) post the Software or part of the Software code on any website that is accessible to parties other than the Licensee;
- (f) copy or embed elements of the Software into other applications;
- (g) cause or permit the Software to be used for rental, timesharing, subscription service, hosting or outsourcing; or
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The Licensee acknowledges the Software contains Embedded Software and as a result, any such unauthorized use of the Software, which includes the Embedded Software, may result in an infringement claim against the Licensee by a third party.

3 Ownership

3.1 Software Ownership

Subject to any third party licenses regarding Embedded Software, the Software is owned by icetana. icetana and its third-party licensors own all title, copyright, and other Intellectual Property in the Software and all subsequent copies of the Software.



The Software is licensed, not sold and the Licensee does not acquire any rights of ownership in the Software.

3.2 SUPPLEMENTARY SOFTWARE

This EULA applies to and governs all Supplementary Software that icetana may provide to the Licensee or make available to the Licensee after the initial grant of the License.

4 Licensee Obligations

At all times during the Term of this EULA, Licensee shall:

- (a) fully comply with the provisions of the EULA, particularly section 2.5 (Restrictions on Use), and only use the Software in accordance with the terms and conditions of this EULA;
- (b) promptly notify icetana in writing, but in no event more than two (2) business days after it becomes aware that any breach of its obligations under this EULA has occurred;
- (c) not commit any act or omission the likely result of which is that icetana's or any of its third-party suppliers' reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on icetana's interests; and
- (d) not modify or alter any Protection Mechanisms to circumvent or defeat the Software use rules that such Protection Mechanisms are designed to enforce.

5 Warranties and Disclaimer

5.1 WARRANTIES AND IMPLIED TERMS

All representations, guarantees, conditions and warranties of any nature are expressly excluded, with the exception of implied terms (if any) that apply under the Competition and Consumer Act 2010 or other applicable Australian legislation. Nothing in this clause modifies the Licensee's rights under an implied term granted to consumers under Australian legislation.

5.2 EXCLUSION OF DAMAGES

icetana will not be liable to the Licensee or any other party for any damages of any kind arising in connection with the use of the Software.



5.3 DISCLAIMER REGARDING ANOMALY DETECTION

The following disclaimer applies under this EULA in relation to the use of the Software and any other icetana products and services:

- (a) The services provided by icetana do not include interpretation of the results arising from the anomaly detection;
- (b) icetana does not make any warranties or representations as to its ability to detect 100% of anomalies arising;
- (c) icetana will not be held liable for any losses, claims or actions arising from failure to detect an anomaly;
- (d) The Licensee acknowledges and agrees that it is responsible for monitoring the data arising from the use of the icetana product and that icetana shall not be held liable for any losses, claims or actions arising from a failure on the Licensee's behalf to act upon anomalies detected by icetana's product.

5.4 INDEMNITY REGARDING THIRD PARTY CLAIMS

Licensee will defend, indemnify and hold harmless icetana and its affiliates against all costs, expenses, losses, damages and claims made against icetana arising from or related to any infringement or claim of infringement of any third-party's Intellectual Property arising from the Licensee's modification of the Software.

5.5 LIMITATION OF LIABILITY

Any liability of icetana arising out of this EULA shall not exceed the amount of License Fees paid to icetana by the Licensee in the previous 6 months.

5.6 Exclusion of Consequential Damages

icetana shall not be liable to any party under this EULA for any consequential loss, loss of profits, loss of data, business interruption or any form of indirect loss.

6 Termination

6.1 TERMINATION BY ICETANA

icetana may terminate this EULA and the grant of the License effective immediately upon written notice to the Licensee. To the extent that the License Fee has been paid beyond the date of termination, icetana shall refund within 30 days the unused portion of the License Fee to the Licensee.



6.2 ACTIONS FOLLOWING TERMINATION

Immediately following termination of this EULA and the License granted and in any event not more than 7 days after the date of termination, the Licensee shall at its own cost:

- (a) cease permitting access to and cause all authorized users to immediately cease all use of the Software;
- (b) remove all copies of the Software from its computer systems and camera network or any Uncontrolled Systems;
- (c) provide icetana with written certification that it has deleted, removed and destroyed all copies of the Software, in its possession, custody or control; and
- (d) return all property belonging to icetana then in its possession (including, without limitation, any Documentation and Confidential Information of icetana).

7 Publicity Rights

Licensee grants icetana the right to include Licensee as a customer in Software promotional material. Licensee may revoke this right at any time by submitting an email to info@icetana.com requesting to be excluded from Software promotional material. Requests made after purchasing may take thirty (30) calendar days to process.

8 General

8.1 AMENDMENT

This EULA may not be amended except with the written agreement of icetana, whose consent may be withheld or conditioned in its sole discretion.

8.2 Assignment

icetana may assign its rights and obligation under this EULA without consent of or notice to Licensee. Any permitted assignee shall be bound by the terms and conditions of this EULA.

The Licensee may not assign its rights and obligations under this EULA without the express written consent of icetana.

8.3 Applicable Law

This EULA shall be governed in all respects, including validity, interpretation and effect, by the laws of Western Australia. If the Licensee uses the Software outside of Australia, local



laws may apply. In the event that this EULA conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law and the remainder of the EULA will remain valid and intact.

8.4 WAIVER

The failure of either party to enforce any rights granted to it under the EULA or to take action against the other party in the event of any breach will not be deemed a waiver by the first party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

9 Company Information

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