

AUROR SOFTWARE AS A SERVICE AGREEMENT

Auror has developed a proprietary software crime intelligence platform for the management of crime incidents that it offers to customers on a software-as-a-service basis. Your access and use of the Platform is subject at all times to your compliance with this Agreement, which you must accept and agree to by accessing or using the Platform. This Agreement is entered into between Auror and the organization (**Law Enforcement**) when accessing the Platform or where applicable executing an Order Form ("**Commencement Date**").

STANDARD TERMS & CONDITIONS

It is agreed as follows:

1 Contract Administration

- (a) The terms of engagement for the provision of the Platform to Law Enforcement shall be set out in the commercial terms on the Order Form where applicable (the **Commercial Terms**), which must be executed by both Auror and Law Enforcement. Upon execution by both parties, the Commercial Terms will incorporate these Standard Terms and Conditions (including its Schedules), the Order Form and the Platform Terms provided to Law Enforcement from time to time and take effect as a standalone agreement (the **Agreement**). By executing this Agreement, Law Enforcement is also agreeing to the Platform Terms and shall ensure that it shall only provide Users access to the Platform after Law Enforcement Registered Users have read and agreed to the Platform Terms.
- (b) In the event of a conflict, inconsistency or ambiguity between any provisions or parts of this Agreement, the Platform Terms and the Associated Documentation, the provisions will prevail in the following decreasing order of precedence:
- the Special Conditions (if any) set out in the Commercial Terms;
 - the remaining provisions of the Commercial Terms (if any);
 - these Standard Terms and Conditions and remaining provisions of this Agreement;
 - the [Platform Terms](#); and
 - Associated Documentation.
- (c) The parties must comply with all of the terms of this Agreement, including any special conditions set out in the Commercial Terms.

2 Term

This Agreement commences on the Commencement Date and shall continue in force until the conclusion of the Initial Term, unless:

- where applicable, extended in accordance with this Agreement; or
- terminated in accordance with this Agreement.

3 General Conduct

Both parties agree to:

- notify each other immediately of any actual or anticipated issues that could:
 - have a material and sustained impact on the Platform or the Services; or
 - result in the other party receiving adverse media attention;
- accept responsibility for the actions of its Personnel and ensure that its Personnel adhere to the terms of this Agreement;
- not publicly display, transmit or publish (including posting on websites or social networking sites) objectionable, inflammatory or derogatory materials about the Services, the Platform, the terms of this Agreement, or each other, and to ensure that its Personnel do not do so;

- comply with all Applicable Laws and regulations; and
- consult with the other party and consider any reasonable requests of that party prior to providing information or comment to the media on any matter which directly or indirectly involves the other party and is reasonably likely to have a negative impact on it.

4 Access to Platform

- Auror will make the Platform available and provide the Services during the Term to Law Enforcement in accordance with the terms of this Agreement.
- Auror will provide Law Enforcement with login credentials for each Law Enforcement Registered User.
- Law Enforcement must not, and must procure that its Personnel do not, access the Platform using login credentials that have not been specifically allocated to them as a Law Enforcement Registered User.
- Law Enforcement and its Personnel must maintain the confidentiality of all login information and must immediately notify Auror of any suspected or actual unauthorised use of the login credentials.
- Law Enforcement is responsible for any and all activities that occur under Law Enforcement Registered User account(s) for the Platform, whether or not authorised by Law Enforcement, including any action or inaction taken as a result of information provided via the Platform.
- Auror is an independent contractor to Law Enforcement and is not an employee of Law Enforcement and there is no legal partnership between Auror and Law Enforcement.

5 Registered Users

- Only Law Enforcement Registered Users may access and use the Platform.
- Law Enforcement may request that Auror add, replace or remove Law Enforcement' Personnel as Registered Users by written notice to Auror from Law Enforcement's representative appointed from time to time in accordance with clause 9.

6 Use of Auror Materials

Law Enforcement must and must procure that its Law Enforcement Registered Users do:

- not use the Auror Materials for any unlawful purpose or otherwise in breach of this Agreement or any Applicable Laws;
- not access or use the whole or any part of the Auror Materials other than for the Permitted Purpose and in each case as expressly authorised by this Agreement, or otherwise with the prior written consent of Auror;
- not provide or otherwise make available the Auror Materials in whole or in part, in any form to any person without the prior written consent of Auror;
- not infringe Auror's Intellectual Property Rights or those of any third party in relation to the use of the Auror Materials by Law Enforcement or any Law Enforcement Registered User;
- not alter or remove any mark of ownership, copyright, patent, trade mark or other property right which is embodied in the Auror Materials;

- (f) not assign, sell, grant a sub-licence of, or reproduce, the Auror Materials;
- (g) not copy the Auror Materials except where such copying is incidental to the normal use of the Platform for the Permitted Purpose;
- (h) not vary, alter, modify or interfere with the Auror Materials or merge, integrate or otherwise use all or any part of the Platform with any other program without Auror's prior written consent;
- (i) not transmit or publish any material that is defamatory, offensive or otherwise objectionable using or on the Platform, or otherwise in relation to Law Enforcement's use of the Auror materials;
- (j) not use the Platform in any way that could damage, disable, overburden, impair or compromise Auror's systems or security or interference with other users;
- (k) not collect, scrape, capture or harvest any information or data, or attempt to decipher any transmissions to or from the Platform or services used by Auror;
- (l) not reverse disassemble, decompile or reverse engineer, or directly or indirectly allow or cause a third party to disassemble, decompile or reverse engineer the whole or any part of the Platform, or any locking or security device used or supplied with the Platform, or otherwise attempt or allow any other party to attempt to obtain the algorithms by which the Platform performs its functions;
- (m) not permit a third party to export or otherwise transfer the Auror Materials outside the Territory;
- (n) in using the Platform, comply with the Associated Documentation (including the Responsible Merging Guidelines) and with all reasonable instructions of Auror relating to the use of Auror Materials;
- (o) actively cooperate with Auror to resolve any problems that occur in relation to its access to or use of the Auror Materials including, without limitation, providing any information and assistance which Auror may reasonably require;
- (p) use the Auror Materials responsibly and ethically at all times;
 - (d) not use the Auror Materials in any way which may damage the reputation of Auror;
 - (e) devote reasonable time and patience to understanding how to operate the Platform responsibly in accordance with the terms of this Agreement and the Associated Documentation; and
- (q) respect and comply with information sharing restrictions that apply to Law Enforcement (including geo-fencing) and not take any actions which have the effect, of either directly or indirectly, circumventing those restrictions.

7 Updates and Circuit Breaker

- (a) Auror may implement Updates from time to time which may result in changes to the appearance and/or functionality of the Platform. Such Updates may be made by Auror for any reason whatsoever, including to reflect changes in market conditions, changes in technology used to provide the services under this Agreement, changes in relevant Applicable Laws and regulatory requirements, or any other relevant change.
- (b) Auror reserves the right to deploy a circuit-breaker capable of interrupting and stopping the Platform. Auror shall be entitled to deploy the circuit-breaker in any circumstances where Auror, acting reasonably, considers it is necessary to do so or to comply with Applicable Law. Law Enforcement shall not be entitled to any compensation or refunds in any circumstances

where Auror deploys the circuit-breaker in accordance with this clause 7(b).

8 Technical Assistance

- (a) Auror will provide reasonable technical assistance and training services to Law Enforcement and Law Enforcement Registered Users, in accordance with this clause 8, and, where applicable, the Order Form.
- (b) Law Enforcement acknowledges and agrees that if it or its Law Enforcement Registered Users experience technical problems in using the Platform, Law Enforcement must make all reasonable efforts to investigate and diagnose those problems before contacting Auror.
- (c) Auror is not responsible for the quality, maintenance or functionality of any third party CCTV or recognition systems used by its customers, or for the accuracy of any recognition or detection software that may be used by its customers.
- (d) Any technical problem identified will be investigated and resolved in accordance with the Service Levels set out in Schedule 2.
- (e) Law Enforcement will abide by the minimum technical and system requirements outlined by Auror in Schedule 3, and will be responsible for whitelisting any websites required for the Platform to function.

9 Appointment of representative

Each party will appoint a suitably qualified representative to be the first point of contact between the parties in relation to any matter relevant to the Agreement. The contact details of each representative will be set out in the Order Form and may be updated from time to time by the party that appointed the relevant representative by notice in writing to the other party.

10 Intellectual Property Rights

10.1 Brand Marks

- (a) Each party acknowledges that all rights, title and interest (including any Intellectual Property Rights) in its Brand Marks remain with the respective owner of those Brand Marks and/or its licensors at all times and nothing in this Agreement is intended to transfer such right, title or interest to the other party.
- (b) Each party grants to the other party a non-transferable and non-exclusive licence in the Territory for the Term to use its Brand Marks for the purposes of performing its obligations and exercising its rights under this Agreement.
- (c) Without limiting clause 11(c), Auror may use Law Enforcement's logo and name on its website or marketing materials in accordance with any Law Enforcement brand guidelines notified by Law Enforcement to Auror in writing from time to time. Auror may also use any testimonials provided by Law Enforcement or any Law Enforcement Registered User.

10.2 Auror Materials

- (a) Each party acknowledges and agrees that all rights, title and interest (including any Intellectual Property Rights) in the Auror Materials and in any Feedback, including in any improvements thereto (including as they may incorporate any Feedback), remain with, and will automatically vest solely in, Auror at all times and nothing in this Agreement is intended to transfer such right, title or interest to Law Enforcement.
- (b) Auror grants to Law Enforcement a non-transferable and non-exclusive licence in the Territory for the Term to use the Auror Materials, Derivative Materials and the Data (including videos) for the Permitted Purpose.
- (c) Law Enforcement will ensure that any existing or future Intellectual Property Rights in any Derivative Materials vest

in Auror absolutely, and agrees to assign, and procure the assignment of, such Intellectual Property Rights in any Derivative Materials to Auror immediately on their creation.

11 Confidential Information

- (a) Subject to clause 11(b), a party must not disclose, or use for a purpose other than as contemplated by this Agreement, information that:
- (i) is by its nature confidential;
 - (ii) is marked by either party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
 - (iii) is provided by either party or a third party 'in confidence';
 - (iv) either party knows or ought to know is confidential; or
 - (v) is of a sensitive nature or commercially sensitive to either party.

(b) Each party confirms that it has adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use by third parties, and that it will not use or disclose the other party's Confidential Information to any person or organisation other than:

- (i) to the extent that use or disclosure is necessary for the purposes of providing or using the Services, as applicable;
- (ii) if the other party gives prior written approval to the use or disclosure;
- (iii) if the use or disclosure is required by Applicable Law; or
- (iv) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

(c) Law Enforcement acknowledges and agrees that, notwithstanding this clause 11, Auror may:

- (i) disclose to third parties the fact that Law Enforcement has entered into this Agreement with Auror, including by way of the use of Law Enforcement Marks; and
- (ii) use de-identified information about Law Enforcement,

in any marketing or other material used by Auror, including case studies regarding Law Enforcement's involvement with Auror and in white papers.

12 Privacy

- (a) Each of Auror and Law Enforcement must comply with the Privacy Act and any other applicable Privacy Laws, in respect of any Personal Information that:
- (i) one party discloses to the other party; or
 - (ii) comes into the possession or control of a party by any means, including through the use of the Platform.

(b) Law Enforcement must not use, or cause to be used, the Auror Materials in any manner or for any purpose, prohibited by any Applicable Laws, including any Privacy Laws. Auror must not use or disclose any Law Enforcement Data or Platform Insights in any manner or for any purpose prohibited by any Applicable Laws, including any Privacy Laws otherwise than set out in the Agreement.

(c) Without limiting clause 12(a), if Law Enforcement becomes aware during the Term that any Law Enforcement Data is inaccurate or out of date, it must use all reasonable endeavours to update that Law Enforcement Data on the Platform and if Auror becomes aware during the Term that any information on the Platform is inaccurate or out of date, it must use all reasonable endeavours to inform Law Enforcement.

(d) Law Enforcement must comply with all lawful and reasonable directions issued by Auror that are reasonably necessary to assist Auror in complying with Applicable Laws, Auror's regulatory obligations, and any and all requests for information, directions, orders, subpoenas and/or warrants issued to Auror by any Government Agency or any other request for information that is otherwise authorised or required by Applicable Law.

(e) Auror will assist Law Enforcement to comply with any request received from any individual for access, correction, or deletion of Personal Information in accordance with the Privacy Laws. Where Auror is required to comply with any such request under the Privacy Laws, Law Enforcement will assist Auror to comply with the request in accordance with the Privacy Laws.

(f) Auror will notify Law Enforcement without undue delay after becoming aware of a data breach that may affect Law Enforcement Data and will assist Law Enforcement to investigate the breach and take steps to comply with relevant breach notification laws.

(g) Auror may not transfer Law Enforcement Data outside the UK except with the prior written consent of Law Enforcement. Any transfer of Law Enforcement Data outside of the UK must be in accordance with the Privacy Laws.

13 Payment

13.1 Fees and Invoicing

- (a) Law Enforcement must pay the Fees as set out in the invoice, without set off, abatement or deduction, in accordance with this clause 13 and the Order Form where applicable.
- (b) Where applicable, each party must comply with any Fee and invoicing arrangements specified in Order Forms or as otherwise specified by Auror
- (c) Unless expressly stated otherwise in an applicable Order Form, Law Enforcement must pay all invoices for any Fees properly issued to it by direct deposit or EFT within 30 days of receipt.
- (d) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are exclusive of all applicable sales taxes.

13.2 Late payment

Any Fees not paid by Law Enforcement on or before the date that it is due, and that is not disputed in accordance with clause 18, shall accrue interest at the rate that is 5% above the Bank Rate last published by the Bank of England before that payment fell due, from the date such amount is due until payment is received in full by the other party.

14 Force Majeure

- (a) Subject to the requirement to give notice under this clause, if the performance by any party (**Affected Party**) of all or any of its obligations under this Agreement is prevented or delayed in whole or in part due to any Force Majeure Event, this Agreement will continue and remain in effect but the Affected Party will not be in breach of this Agreement for that reason only, and the Affected Party will be granted a reasonable extension of time to complete performance of its affected obligations.

(b) The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.

(c) After 14 days (or earlier if agreed in writing by the parties) of being given notice, the parties may negotiate to terminate the Agreement or allow part fulfilment or deferment of the obligations of either party under this Agreement.

15 Termination

(a) Without affecting any other right or remedy available to it and subject to clause 15(b), either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if:

- (i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (ii) a party experiences an Insolvency Event;
- (iii) the other party commits a material breach of any material term of this Agreement that is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy such breach within 30 days after receiving written notice from the non-defaulting party requiring it to do so; or
- (iv) without limiting clause (15)(a)(iii), the other party fails to comply with the obligations set out in clause 11 (*Confidential Information*).

(b) Without limiting clause 15(a)(iii), Auror may suspend Law Enforcement's or any Law Enforcement Registered User's access to the Auror Materials or terminate this Agreement with immediate effect if Law Enforcement or its Law Enforcement Registered Users breach any of the restrictions set out in clause 6 (*Use of Auror Materials*) or if Law Enforcement fails to comply with clause 12 (*Privacy*).

16 Consequences of termination

(a) On termination of this Agreement for any reason, Law Enforcement and its Law Enforcement Registered Users will lose all right to use the Platform and must immediately delete all Auror Materials, discontinue (and procure that all Law Enforcement Registered Users and any other Personnel discontinue) using and accessing the Auror Materials and return to Auror any Associated Documentation supplied under this Agreement.

(b) On Auror's request, Law Enforcement must procure one of its officers to certify to Auror that all copies of the Auror Materials have been returned, deleted or destroyed as required under this clause.

(c) Law Enforcement must, within 20 Business Days of termination, pay to Auror all Fees incurred and/or owing under the Agreement up to and including the date of termination or expiry.

17 Accrued rights and remedies and survival

(a) Termination or expiry of this Agreement does not affect the rights and obligations of the parties accrued up to and including the date of termination.

(b) Without limiting any other provision of this Agreement, clauses 6 (*Use of Auror Materials*), 10 (*Intellectual Property Rights*), 11, (*Confidential Information*) 12 (*Privacy*), 16 (*Consequences of termination*), this clause 17 (*Accrued rights and remedies and survival*), and any other clauses which should by their nature survive termination of this

Agreement, survive termination or expiration of this Agreement for any reason.

18 Dispute Resolution

(a) If a difference or dispute arises out of or in relation to this Agreement (*Dispute*), either party may notify the other in writing in which case a nominated representative of each affected party must promptly attempt in good faith to resolve the Dispute. In the event that the parties are unable to resolve the Dispute within 10 Business Days of the written notification referred to in this clause, each party must promptly refer the Dispute for resolution to one of the Managing Director, Chief Executive or Chief Operating Officer (*Senior Executive*) of that party.

(b) If the parties are unable to resolve the Dispute within 10 Business Days following referral to the Senior Executive of the relevant parties, then either party may use such lawful dispute resolution procedures or seek such legal and equitable remedies as it considers necessary or appropriate in its sole discretion.

(c) Nothing in this clause shall prevent a party from seeking urgent injunctive relief before an appropriate court with jurisdiction over the Dispute.

19 Disclaimer

Law Enforcement agrees and acknowledges that, to the extent permitted by Applicable Law, Auror:

(a) does not represent, warrant or accept any liability in relation to the accuracy, currency, reliability, availability, timeliness, completeness or quality of the Auror Materials or Data, or that:

- (i) any data will not be lost or corrupted;
- (ii) the Auror Materials or Platform is free from defects, bugs, viruses, errors or omissions, or other harmful components; or
- (iii) the Platform will operate in combination with any other hardware, software, system or data;

(b) disclaims all other warranties, representations or endorsements, express or implied, with regard to the Auror Materials, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement;

(c) does not accept any liability for delays, interruptions, service failures and other problems outside the reasonable control of Auror.

20 Indemnity by Auror

Auror shall defend, hold harmless and indemnify Law Enforcement, its Personnel, its Related Bodies Corporate and their Personnel (the *Law Enforcement Indemnified Parties*) from and against any Loss suffered or incurred by the Law Enforcement Indemnified Parties arising out of or in connection with any Claim that the Auror Materials infringe any Intellectual Property Right or other right of any third party, except to the extent that such Loss is caused or contributed to by an act or omission of Law Enforcement Indemnified Parties (including any act or omission by its Users). Auror reserves the right, at its own expense, to assume the exclusive defence and control of any matter covered by this clause.

21 Limitation of liability

(a) To the maximum extent permitted by Applicable Law, and subject to clauses 21(d), in no event will the aggregate liability of Auror for any Loss, including under any indemnity, exceed the Liability Cap, regardless of the cause or form of action. The limitation of liability under this clause 21(a) is cumulative and not per incident or Claim.

(b) To the extent permitted by Applicable Law, neither party will be liable for any Consequential Loss.

- (c) The limitations and exclusions in this clause 21 shall apply whether the action, claim or demand arises from breach of contract, tort (including negligence) or under any other theory of liability.
- (d) Clause 21(a) does not apply to, and shall not limit, any party's liability:
- (i) a breach of clause 11 (*Confidentiality*) or 12 (*Privacy*);
 - (ii) for fraud (including fraudulent misrepresentation) or wilful misconduct of any of its Personnel;
 - (iii) any breach of Applicable Laws;
 - (iv) death or personal injury caused by its negligence; and
 - (v) any other liability that cannot be limited or excluded by Applicable Law.
- (e) Auror will maintain the insurance coverage as set out in Schedule 4, and will notify Law Enforcement not less than 30 days in advance of any cancellation or non-renewal of such insurances. Upon written request, Auror will provide Law Enforcement with a certificate of insurance evidencing the required insurance coverage.

22 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and emailed to the representative of the other party appointed in accordance with clause 9, or the email address last notified by the intended recipient to the sender after the date of this Agreement; and
- (c) will be conclusively taken to be duly given or made at the earlier of:
 - (i) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (ii) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - (iii) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made is not a business day on which retail banks are open in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

23 Assignment

Neither party may transfer, assign, charge, sub-contract or otherwise deal with this Agreement, or any of its rights or obligations arising under it, without obtaining the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24 General

- (a) (**Further assurances**) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

- (b) (**Entire agreement**) This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements between the parties..
- (c) (**Amendment**) This Agreement may only be amended by a written instrument executed by all the parties.
- (d) (**Waiver**) No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (e) (**Remedies cumulative**) The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.
- (f) (**No merger**) The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.
- (g) (**Severability**) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (h) (**Costs**) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (i) (**Governing law and jurisdiction**) This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of Delaware. Subject to clause 18, in relation to such matters each party accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.
- (j) (**No partnership or agency**) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, or authorise either party to make or enter into any commitments for on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- (k) (**Counterparts**) This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one agreement.

25 Definitions and Interpretation

25.1 Definitions

The following definitions apply unless the context requires otherwise.

Applicable Law means

- (c) any statute, regulation, by law, ordinance or subordinate legislation to which a party is subject (including, without limitation, applicable supply chain due diligence and transparency laws);
- (d) the common law as applicable to the parties (or any one of them);
- (e) any binding court order, judgment or decree applicable to the parties (or any one of them); and
- (f) any applicable industry code, policy, practice note, ruling, judicial or regulatory interpretation or other guidance note made to effect, clarify,

expand or amend any of (a) to (c) above in each case for the time being in force.

Associated Documentation means the documentation and/or other guides and printed or digital materials made available to Law Enforcement by Auror from time to time for the Permitted Purpose.

Auror Marks means the brands, trademarks, designs, logos or names of Auror.

Auror Materials means the Platform and the Associated Documentation but excludes the Law Enforcement Data and Data.

Brand Marks means Auror Marks or Law Enforcement Marks, as applicable.

Business Day means a weekday on which banks are open in Denver, USA.

Charges means the fees specified by Auror or as set out in the Order Form. **Claim** means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Commencement Date means the first day Law Enforcement accesses the Platform or as otherwise set out in the Order Form.

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement and includes, without limitation, any information and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed) of Law Enforcement, employees, internal policy, the Intellectual Property Rights of a party or dealings under this Agreement, and includes the Law Enforcement Data.

Consequential Loss means any:

- (i) loss of profits (whether direct or indirect), loss of revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business; and
- (ii) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach, including any indirect, punitive, incidental, special or consequential losses, whether or not such loss is reasonably supposed to have been in the contemplation of both parties, at the time they made the Agreement, as the probable result of the relevant breach.

Data means any data submitted, uploaded, or input into, the Platform by retailers, including from a retailer ANPR Location. Data does not include Law Enforcement Data.

Derivative Materials means materials, profile pages, data and insights derived or created by or on behalf of Auror or its Personnel which are based on, or created or derived from or co-mingled with any anonymised Law Enforcement Data.

Feedback means any feedback provided by Law Enforcement to Auror, including suggestions, ideas, information, comments, process descriptions or other information.

Fees means the fees and expenses set out in the Order Form or as specified by Auror.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure but

does not include a party's inability to pay any amounts due whether under this Agreement or otherwise. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- (b) act of God, lightning, storm, flood, fire, earthquake or explosion;
- (c) strike, lockout or other labour difficulty;
- (d) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic;
- (e) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority;
- (f) embargo, power or water shortage, lack of transportation, lack of public or private telecommunications networks; and
- (g) breakage or accident or other damage to machinery.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority in Territory. It also includes any self-regulatory organisation in Territory established under statute or any stock exchange.

Initial Term means the initial term set out in the Order Form or as otherwise specified by Auror..

Insolvency Event means where:

- (h) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
 - (i) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - (j) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
 - (k) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
 - (l) any composition or arrangement is made with any one or more classes of its creditors;
 - (m) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
 - (n) a party enters into liquidation whether compulsorily or voluntarily; or
 - (o) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, database rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Law Enforcement Data means all information relating to Law Enforcement, its business strategies, marketing plans,

facilities, systems, technologies, and Law Enforcement personnel's data such as names, IDs (logons) etc.

Law Enforcement Marks means the brands, trademarks, designs, logos or names of Law Enforcement.

Law Enforcement Registered Users means an employee of Law Enforcement who is authorised by Law Enforcement to access the Platform for the purpose of preventing and solving crime.

Liability Cap means the amount equal to the Fees paid by the Law Enforcement as specified by Auror or under the Commercial Terms during the six-month period immediately preceding the earliest event giving rise to any Claim(s), aggregated across all Claims arising under or in connection with this Agreement.

Loss means any claim, loss liability, cost or expense (including legal expenses on a full indemnity basis).

Permitted Purpose means the purpose of enabling the Platform to operate and be used by Law Enforcement in accordance with this Agreement or as set out in the Order Form.

Personal Information means "personal information" as defined in the Privacy Act and any other information relating to individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.

Personnel means in respect of a person any employee, contractor, servant, agent, or other person under that person's direct or indirect control and includes any sub-contractors.

Platform means those modules and functionality of the online platform for reporting and managing incidents as identified in Schedule 2 or the Order Form, and the associated database of people, incidents and vehicles that is developed, operated and/or maintained by Auror and is made available via the Website to Law Enforcement in accordance with this Agreement and Order Form. The Platform includes any content, data, features, functionality, software, services, methodologies, and capability supplied by Auror as part of those modules or functionality. For the avoidance of doubt, "Platform" excludes any functions, services or capabilities Auror offers which are not described in the Order Form or specified by Auror.

Platform Terms means the terms governing the use of the Platform by users as may be updated from time to time.

Privacy Act means as applicable, the *California Privacy Rights Act 2020*

Privacy Law means:

- (p) the Privacy Act and its related Information Privacy Principles;
- (q) any applicable legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
- (r) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c),

as amended from time to time.

Services means the services described in this Agreement to be provided by Auror or as described in the Order Form...

Term means the Initial Term and, where applicable, any applicable Renewal Term.

Territory means the territory or territories set out in the Order Form or as otherwise specified by Auror.

Update means any update or upgrade to the Auror Materials issued by Auror from time to time.

Valid Tax Invoice means any invoice for value added tax or similar additional sales, use, service, consumption or other such taxes associated with Law Enforcement receipt of the Services.

Website means the website at the domain www.auror.co or any other website owned or operated by Auror, and includes any mobile/tablet versions of that website and any mobile/tablet or desktop applications.

25.2 Interpretation

The following rules apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural, and the converse also applies;
- (c) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a person includes a company, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (f) a reference to a clause, Schedule or Order Form is a reference to a clause of, or Schedule or Order Form to, this Agreement;
- (g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;
- (h) a reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (j) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in visible or tangible form;
- (k) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- (l) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (m) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
- (n) a reference to dollars, currency and \$ is to United States of America, currency or such other currency set out in the relevant Order Form; and
- (o) a month means a calendar month.

SCHEDULE 1: AUROR PLATFORM MODULES AND FUNCTIONS

The Modules specified in the Law Enforcement Order Form or as specified by Auror are included as part of the Agreement:

Module 1: Retail Crime Intelligence Platform

Auror App Functionality	Description
Direct Reporting	Ability to receive crime reported electronically by retailers via the Platform.
Access to Retail Incident Data	Access crime incident electronically reported and shared by retailers (e.g. shop theft), including information about: time/date, location (store), people involved, vehicle involved, and product information.
Evidence Locker	Ability to securely access and view images and video.
Collaboration with Retailers	Investigation owners can add additional collaborators to each specific investigation allowing them to view the investigation and add intelligence via comments.
Retailer Initiated Investigations	Ability to access retailer initiated investigations for a range of investigation types (e.g. Organised Retail Crime, Internal Fraud etc).
Notifications	In Platform notifications about things that may be of interest to the user. Users can also receive email notifications when something requires their attention.
Support	In Platform support messaging that gives users fast and easy help. There is also a knowledge centre with common FAQs for self-troubleshooting.
Native Mobile App	Access to the Auror Frontline native mobile app in both Android and iOS.
Single-Sign-On (SSO)	Authentication method that enables users to securely login to Auror using their Law Enforcement credentials. In addition to allowing users to securely login into Auror a SSO connection enables organisational control of user access, "Just in Time" user provisioning, automatic management of user permissions, automatic assigning of the site(s) that user works at.

Module 2: Law Enforcement Retail Crime Tools

Auror App Functionality	Description
Investigate	Investigate Users can create new investigations for a range of investigation types (e.g. Organised Retail Crime, Internal Fraud etc.).
Dashboards and Insights	Dashboard showing summary information across investigations that users has access too. This includes the investigation status, breakdown by investigation type etc.

Module 3: Auror – ANPR Platform

Auror App Functionality	Description
Find a Vehicle	Ability to search historic vehicle detections from the prior 60 days' worth of detection data from ANPR enabled retail sites.
Active Alerts	Ability for Law Enforcement Registered Users to create alerts on specific plates within set timeframes and automatically receive notifications for new ANPR detections via email to the individual user.
Stolen Vehicle Alerts*	Alerting for nominated Law Enforcement Users when a stolen vehicle is detected.
Convoy Analysis	Ability to be alerted when a Vehicle of Interest or Stolen Vehicle has been located with another vehicle on multiple occasions.
Usage Auditing	A record of Law Enforcement Registered Users' queries and vehicle tracking history will be maintained and available through an Auditing screen (available to "Law Enforcement SuperAdmin" users only).

Geospatial Mapping	ANPR detection results to be displayed within a map view.
Law Enforcement ANPR Feed	Ability to view and ingest additional ANPR feeds, including from Law Enforcement-owned ANPR assets or other third party ANPR data feeds of which Law Enforcement has access to.
VOI Lists	Set up and manage vehicles and alerts on the user created Vehicle of Interest List.
Magic Search	Ability for Law Enforcement to search detections across the Auror platform without a known registration.

** This functionality is only available if Law Enforcement are providing a stolen vehicle list to Auror.*

Module 4 – Access to Retail Crime Hub

Auror App Functionality	Description
Auror Functionality in Retail Crime Hub	Ability to access Auror Crime Intelligence Platform and Law Enforcement Retail Crime Tools (as detailed above in Module 1 and 2) in the Retail Crime Hub.
Auror Functionality in Axon Evidence	Access to embedded Auror functionality and intelligence within Axon Evidence, such as, evidence transfers between platforms and dashboards that ingest data from Auror APIs.

SCHEDULE 2: SERVICE LEVELS

Whilst Auror intends that the Platform should be available at all times, it is possible that on occasions the Platform may be unavailable to permit maintenance or other development activity to take place. If for any reason Auror has to interrupt the Platform for longer periods than Auror would normally expect, Auror will use reasonable endeavours to publish details of such activity on the Website and inform Law Enforcement of the interruption in advance or as soon as reasonably practicable after the interruption commences.

Uptime Level

Auror utilises third party hosting (at the time of this Agreement it uses Microsoft Azure's US data centres) that has a 99.9% uptime service level.

Uptime Measurement

Uptime is measured over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

System Recovery and Issue Remediation

If the Platform unexpectedly goes offline, Auror's recovery time objective is within 12 hours. All Law Enforcement Data is backed up across multiple locations in case of system failure.

The process to remediate any other issues within the Platform are described in the table below:

Severity	Priority	Condition	Communication Plan	Remediation
Critical	High	Application is affected in a manner in which, the whole or a substantial portion of the Platform is unavailable.	Initial response within 2 hours, update every 24 hours, or as agreed upon by Law Enforcement and Auror.	Auror technical resources will be immediately assigned and allocated until issue is fully resolved.
Significant	Important	Application is affected, but functional, i.e., system performance is impacted; however, users can still utilize service.	Initial response within 6 hours, updates provided on a normal basis until issue is resolved.	The Parties will agree upon remediation plan and timing of any corrections if applicable.
Inconvenient	Low	Application is fully functional, but defect does exist that should eventually be corrected.	Initial response within 1 week to include a resolution plan.	The Parties will agree on a remedy and timing of implementation

Support Messaging Service

Auror utilises an in-app messaging service to allow users to contact the Auror Support and Community teams via its Website. Support is available during regular business hours (8.30am to 5.00pm) and the team aims to respond to users as soon as possible and generally within 30 minutes of first contact.

SCHEDULE 3: Minimum Technical and System Requirements

All devices accessing Auror must have all Auror domains whitelisted which will be provided to Law Enforcement prior to Commencement Date and may be updated from time to time.

Web browsers required for the Auror platform (all must be within two versions of the latest (current) version):

- Chrome (recommended browser)
- Safari
- Firefox
- Microsoft Edge

SCHEDULE 4: Insurance Coverage

Auror has the following insurance coverage:

- Technology Liability Errors & Omissions: \$10,000,000
- Personal Injury & Property Damage: \$5,000,000
- Cyber Insurance \$10,000,000
- Employers Liability \$1,000,000

Note: Auror may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Law Enforcement.