

## 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. This Agreement sets out the terms upon which Auror will make available the Platform to Customer and comprises the following the Standard Terms and Conditions set out in Schedule 1, the accompanying Schedules, and the Order Form.

This Agreement is entered into between Auror and the organization executing an Order Form ("Customer") incorporating these Terms and Conditions and accompanying Schedules. The Order Form is executed concurrently with this Agreement and this Agreement shall be effective as of the Commencement Date on the Order Form. By reference, the Order Form becomes an integral part of this Agreement, ensuring that all stipulations therein are binding and enforceable upon both parties. This Agreement, together with the Order Form, constitutes the entire understanding and agreement between the parties regarding the subject matter hereof.

### SCHEDULE 1 – STANDARD TERMS & CONDITIONS

It is agreed as follows.

#### 1 Contract Administration

- (a) The terms of engagement for the provision of the Platform to Customer shall be set out in the commercial terms on the Order Form (the **Commercial Terms**), which must be executed by both Auror and Customer. Upon execution by both parties, the Commercial Terms will incorporate these Standard Terms and Conditions (including its Schedules), and the Platform Terms which together will take effect as a standalone agreement (the **Agreement**). By executing this Agreement, Customer agrees that it will ensure that a User must only access the Platform after having 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:
  - a) the Special Conditions (if any) set out in the Commercial Terms;
  - b) the remaining provisions of the Commercial Terms;
  - c) these Standard Terms and Conditions;
  - d) [the Platform Terms](#); and
  - e) 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 it is:

- (a) where applicable extended in accordance with the terms of this Agreement; or
- (b) terminated in accordance with the terms of this Agreement.

#### 3 Access to Platform

- (a) Auror shall make available the Platform during the Term to Customer in accordance with the terms of this Agreement.
- (b) Auror will provide Customer with login credentials for each User or Registered Site.
- (c) Customer must not, and must procure that each User must not, access the Platform using login credentials that have not been specifically allocated by Auror to Customer (and must not use email addresses outside the control of Customer).
- (d) Customer must maintain the confidentiality of all login information and must immediately notify Auror of any suspected or actual unauthorised use of the login credentials.
- (e) Customer must ensure that the Users use the Platform only in accordance with the Platform Terms. Customer is

responsible for any and all activities that occur under Customer's User account(s) for the Platform, whether or not authorised by Customer, including any action or inaction taken as a result of information provided via the Platform.

#### 4 Registered Sites

- (a) Customer may only access and use the Platform in respect of Registered Sites.
- (b) Customer may request that Auror add, replace or remove sites or locations as Registered Sites by written notice to Auror.

#### 5 Use of Auror Materials

Customer must, and must procure that its Users must:

- (a) not use the Auror Materials for any unlawful purpose or otherwise in breach of this Agreement;
- (b) not access or use the whole or any part of the Auror Materials, except for the Permitted Purpose and as expressly authorised by this Agreement, or otherwise with the prior written consent of Auror;
- (c) 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;
- (d) not infringe Auror's Intellectual Property Rights or those of any third party in relation to the Customer's use or any User's use of the Auror Materials;
- (e) 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 sell, grant a sub-licence of, or reproduce, the Auror Materials without Auror's prior written consent;
- (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 all or any part of the Platform with other programs 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 Customer's use of the Auror Materials;
- (j) not use the Platform in a way that could damage, disable, overburden, impair or compromise Auror's systems or security or interference with other users;
- (k) not collect 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, and must 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 the 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;
- (q) not use the Auror Materials in any way which may damage the reputation of Auror; and
- (r) 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;

## 6 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 Law and regulatory requirements, or any other relevant change.
- (b) Subject to clause 6(c), Auror will provide Customer with a minimum of 30 days' written notice of any proposed Updates which may materially reduce the functionality of the Platform (functionality set out in Schedule 2).
- (c) 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 (including if requested by a regulator with jurisdiction over the Platform under Applicable Law). Customer shall not be entitled to any compensation or refunds in any circumstances where Auror deploys the circuit-breaker in accordance with this clause 6(c).**Error! Reference source not found.**

## 7 Technical Assistance

- (a) Auror will provide technical assistance and training services to Customer and Users, in accordance with this clause 7 and, where applicable, the Commercial Terms.
- (b) Customer acknowledges and agrees that if it or any of its Users experience technical problems in using the Platform, Customer must make all reasonable efforts to investigate and diagnose those problems before contacting Auror.
- (c) Any technical problem notified to Auror in writing will be investigated and resolved in line with the Service Levels as defined in Schedule 3.
- (d) Auror is not responsible for the maintenance or functionality of any CCTV or recognition systems used by Customer, or for the accuracy of any recognition or detection software that may be used by Customer.
- (e) Customer will abide by the minimum technical and system requirements outlined in Schedule 4.

## 8 Appointment of representative

- (a) 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 Commercial Terms and may be updated from time to time by the party that appointed the relevant representative by notice in writing to the other party.

## 9 Intellectual Property Rights

### 9.1 Brand Marks

- (a) **(ownership)** 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) **(licence)** 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 Customer's logo and name on its website or marketing materials in accordance with any Customer brand guidelines notified by Customer to Auror in writing from time to time. Auror may also use any testimonials provided by the Customer or its Users.

### 9.2 Auror Materials

- (a) **(ownership)** 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 Auror or its licensors at all times and nothing in this Agreement is intended to transfer such right, title or interest to Customer.
- (b) **(licence)** Subject to Customer's compliance with the terms of this Agreement (including clause 5), Auror grants to Customer a non-transferable and non-exclusive licence in the Territory for the Term to use the Auror Materials for the Permitted Purpose.

## 10 Data Ownership and Sharing

### 10.1 Customer Data

- (a) **(ownership)** The parties acknowledge that all rights, title and interest (including any Intellectual Property Rights) in the Customer Data remain with Customer at all times and nothing in this Agreement is intended to transfer such right, title or interest to Auror.
- (b) **(licence)** Customer grants Auror, a non-exclusive, royalty free right to access, use, adapt, modify, reproduce, reformat, transform, process, and create Platform Insights from, the Customer Data in accordance with this Agreement and the Permitted Purpose.
- (c) Auror will protect Customer Data using industry standard security safeguards.

### 10.2 Aggregated Data

- (a) Customer acknowledges that the Platform aggregates the Customer Data with other data on the Platform to create and enhance the Platform Insights, provided that Customer is not able to be identified in the outputs of such aggregated data by another Platform Participant (unless the Customer has agreed to share Customer Data with such Platform Participant).

### 10.3 Sharing

- (a) Auror will not share any Customer Data with any third party or the public without Customer's consent, unless required by Applicable Law or to the extent permitted by the terms of this Agreement.
- (b) Customer may choose to share Customer Data with Police.
- (c) Customer may choose to share information with other Platform Participants. This may be undertaken by Customer requesting in writing and selecting specific Platform Participants to share with. Sharing will provide those

selected Platform Participants with identifiable information within Platform Insights.

- (d) Platform Participants may or may not also choose to share their own data with Customer.

#### 10.4 Access to Data upon Termination

- (a) Upon termination or expiry of this Agreement, Customer may request Auror to:
  - a) provide Customer with an extract of the Customer Data in a .CSV format;
  - b) remove any identifiable Customer Data from the Platform.

#### 11 Confidential Information

- (a) Subject to clauses 11(b) and 11(c), a party must not disclose, or use for a purpose other than as set out in this Agreement, the existence of and terms of this Agreement or any other Confidential Information.

- (b) A party may only disclose Confidential Information:

- a) to the other party to this Agreement;
- b) under corresponding obligations of confidence as imposed by this clause 11, to persons which control or are controlled by the party within the meaning of Corporation Law defined in the Order Form and the employees, legal advisors or consultants of such persons;
- c) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than the other party, or a Related Body Corporate of the other party, to this Agreement;
- d) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
- e) if required under a binding order of a Government Agency or under a procedure for discovery in any proceedings;
- f) if required under any Law or any administrative guideline, directive, request or policy whether or not having the force of law;
- g) as required or permitted by this Agreement;
- h) to its legal advisers, its insurers and its consultants; or
- i) with the prior written consent of the other party to this Agreement.

- (c) Customer acknowledges and agrees that, notwithstanding this clause 11, Auror may:

- a) disclose to third parties the fact that Customer has entered into this Agreement with Auror, including by way of the use of Customer Marks; and
- b) use de-identified information about Customer,

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

#### 12 Privacy

- (a) Each of Auror and Customer must comply with any applicable Privacy Laws, in respect of any Personal Information that:

- a) one party discloses to the other party; or
- b) comes into the possession or control of a party by any means, including through the use of the Platform.

- (b) Customer must not use, or cause to be used, the Auror Materials in any manner or for any purpose, prohibited by

any Applicable Law, including any Privacy Laws. Auror must not use or disclose any Customer Data or Platform Insights in any manner or for any purpose prohibited by any Applicable Law, including any Privacy Laws.

- (c) Customer is responsible for ensuring that:

- a) the Customer Data has been legally obtained and that the provision of Customer Data to Auror in accordance with this Agreement and/or the use of the Platform to share Customer Data or Platform Insights with Police or other Platform Participants will not violate any Applicable Law (including Privacy Laws), provided Auror manages Customer Data in accordance with the terms of this Agreement;
- b) it has all the necessary rights, title and interest in the Customer Data in order to grant the licences and otherwise perform its obligations under this Agreement.

- (d) Customer is responsible for displaying any notices and making necessary disclosures to the public with respect to its practices relating to the collection, storage and use of Personal Information (including as contemplated through the use of Platform) in accordance with Applicable Law and – to the extent required by Applicable Law – will ensure that such notices accurately reflect the role of Auror in relation to the processing of Personal Information as part of the Platform (including Auror's role as joint controller for the purposes set out in Annex 1 of Schedule 7).

- (e) If requested, Auror will review any such notices and consents made available by Customer to confirm these accurately describe how the Platform will process Customer Data (and Auror's role in relation to such processing).

- (f) Without limiting clause 12(a), if Customer becomes aware during the Term that any Customer Data is inaccurate or out of date, it must use all reasonable endeavours to update that Customer 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 Customer.

- (g) Auror will assist Customer 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, Customer will assist Auror to comply with the request in accordance with the Privacy Laws.

- (h) Customer must comply with all lawful and reasonable directions issued by Auror that are reasonably necessary to assist Auror in complying with Applicable Law, 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 Law.

- (i) If a data breach occurs or is reasonably believed to have occurred then:

- a) the party which becomes aware of such data breach (Notifying Party) must notify the other party of the data breach without undue delay (and in any event within 48 hours) of becoming aware of a data breach;
- b) the Notifying Party must provide the other party without undue delay with such details as that other party reasonably requires in respect of such data breach including:

- (A) the nature of the Data Security Breach, including the categories and

- approximate numbers of affected data subjects and a description of the Personal Information affected;
    - (B) the likely consequences of the data breach; and
    - (C) any measures taken or proposed to be taken by the Notifying Party to address the data breach, including measures to contain the data breach and mitigate its possible adverse effects;
  - c) each party must provide all reasonable assistance to the other party to investigate the breach and take steps necessary to comply with relevant breach notification laws and provide regular updates to the other party on the progress of such investigations;
  - d) the parties shall co-operate in good faith to ensure that such data breach is appropriately dealt with in accordance with the Privacy Laws, including (where applicable) through notification to the relevant Government Agency within the statutory timeframes;
  - e) in respect of any data breach which Auror or Customer considers likely to cause high risk to a data subject, the parties shall co-operate to notify the affected data subject(s) without undue delay.
- (j) Auror may not transfer Customer data outside of the territory defined in the Order Form (except with the prior written consent of Customer. Any transfer of Customer Data outside of the territory defined in the Order Form must be in accordance with Privacy Laws.
- (k) Customer and Auror each warrant that it has complied with its obligations under this clause 12 and will continue to comply during the Term.

## 13 Payment

### 13.1 Fees

Customer must pay the Fees as set out in an invoice, without set-off, abatement or deduction, in accordance with this clause 12 and the Commercial Terms.

### 13.2 Invoicing

- (a) Both parties must comply with any invoicing arrangements specified in the Commercial Terms.
- (b) Unless expressly stated otherwise in an applicable Commercial Terms, Customer must pay all invoices properly issued to it by direct deposit or EFT within 30 days of receipt.
- (c) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are exclusive of all applicable sales taxes.

### 13.3 Late payment

Any Fees not paid by Customer on or before the date that it is due, and that is not disputed in accordance with clause 23, shall accrue interest at the rate that is defined in the Order Form 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 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) (for cause) 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:
    - a) 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;
    - b) a party experiences an Insolvency Event;
    - c) 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 the breach within 30 days after receiving written notice from the terminating party requiring it to do so; or
    - d) without limiting clause 15(a)c), the other party fails to comply with the obligations set out in clause 11 (Confidential Information).
  - (b) (termination for failure to comply with restrictions) Without limiting clause 15(a)c), Auror may suspend Customer's access to the Auror Materials or terminate this Agreement with immediate effect if Customer or its Users breach any of the restrictions set out in clause 5 or if Customer fails to comply with clause 12 (Privacy).
- ## 16 Consequences of termination
- (a) On termination of this Agreement for any reason, Customer and its Users will lose all right to use the Platform and must immediately delete all Auror Materials, discontinue (and procure that Users discontinue) using and accessing the Auror Materials and return to Auror any Associated Documentation supplied under this Agreement.
  - (b) On Auror's request, Customer 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) Customer 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

Without limiting any other provision of this Agreement, clauses 5 (Use of Auror Materials), 9 (Intellectual Property Rights), 10.4 (Access to Data upon Termination), 10 (Confidential Information), 12 (Privacy),

16 (Consequences of termination), this clause 16 (Accrued rights and remedies and survival), 19 (Disclaimer), 20 (Indemnities), 21 (Limitation of Liability) and any other clauses which should by their nature survive termination or expiration of this Agreement for any reason.

## 18 Representations and Warranties

Each party represents and warrants that:

- (a) it has full power, authority and legal capacity to enter into this Agreement and perform its obligations under this Agreement;
- (b) execution and performance of this Agreement will not result in a breach of any terms or conditions of any instrument or agreement to which it is a party; and
- (c) it shall obtain and maintain all Consents applicable or necessary in order to perform its obligations under this Agreement.

## 19 Disclaimer

Customer agrees and acknowledges that, to the extent permitted by 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 that:
  - a) the Auror Materials or Platform is free from defects, bugs, errors or omissions, or other harmful components; or
  - b) the Platform will operate in combination with any other hardware, software, system or data;
- (b) except as expressly provided in this Agreement, does not guarantee any particular outcome or result from the Customer's use of the Auror Materials and does not represent or guarantee that any suggested course of conduct, strategy or action conforms to any Applicable Law;
- (c) disclaims all other warranties, representations or endorsements, express or implied, with regard to the Auror Materials or Platform, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement;
- (d) does not accept any liability in relation to Customer Data; and
- (e) does not accept any liability for delays, interruptions, service failures and other problems outside the reasonable control of Auror.

## 20 Indemnities

### 20.1 Mutual indemnities

Each party indemnifies and holds the other party (and the other party's Related Bodies Corporate, Personnel, licensees and assignees) harmless from and against any and all Loss suffered, incurred or sustained by those persons as a result of or in connection with:

- (a) a breach by the indemnifying party of clauses 11 (Confidentiality) or 12 (Privacy);
- (b) any fraud (including fraudulent misrepresentation) or wilful misconduct of the indemnifying party or any of its Personnel; and/or
- (c) any breach of Applicable Law by the indemnifying party in connection with this Agreement,

except to the extent that such Loss is caused by an act or omission of the other party or its Related Bodies Corporate, Personnel, licensees or assignees.

### 20.2 Indemnity by Auror

Auror shall defend, hold harmless and indemnify Customer, its Personnel, its Related Bodies Corporate and their Personnel (the **Customer Indemnified Parties**) from and against any Loss suffered

or incurred by the Customer 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 Customer 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.

### 20.3 Indemnity by Customer

Customer shall defend, hold harmless and indemnify Auror, its Personnel, its Related Bodies Corporate and their Personnel (the **Auror Indemnified Parties**) from and against any Loss suffered or incurred by the Auror Indemnified Parties arising out of or in connection with any Claim by any person (including any Individual) in connection with any Customer Data (including any Personal Information) used or disclosed by Customer or its Users in connection with this Agreement, except to the extent that such Loss is caused or contributed to by an act or omission of Auror or a Related Body Corporate of Auror.

## 21 Limitation of liability

- (a) To the maximum extent permitted by Applicable Law, and subject to clauses 21(d) and 21(e), in no event will the aggregate liability of Auror for any Loss 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) Nothing in this Agreement shall limit, any party's liability
  - a) for fraud (including fraudulent misrepresentation);
  - b) under any indemnity given in this Agreement; or
  - c) that cannot legally be limited or excluded.
- (e) Clause 21(a) does not apply to, and shall not limit, the Customer's payment obligations under this Agreement.
- (f) Auror will maintain the insurance coverage as set out in Schedule 6. Upon request, Customer shall be provided with a certificate of insurance evidencing the required insurance. Auror shall notify Customer, no less than thirty (30) days in advance, of any cancellation or non-renewal of these insurances.

## 22 Assignment

- (a) Customer must not assign, change, subcontract, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Auror (such consent not to be unreasonably withheld or delayed), except that prior consent will not be required in the event that Customer assigns, sub-contracts or transfers its rights under this Agreement in whole or in part to a Related Body Corporate.
- (b) Auror's consent under clause 22(a) will not relieve the Customer of its obligations to Auror under this Agreement and Customer will be fully responsible to Auror for the acts or omissions of its sub-contractors, contractors, assigns and all their employees, as if it were the acts and omissions of Customer.
- (c) On written notice to Customer, Auror may transfer or assign this Agreement at any time during the Term.

## 23 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 seven 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 fourteen (14) 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.

## 24 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 8, 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:
  - a) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
  - b) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
  - c) 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 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.

## 25 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. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.
- (c) (**Amendment**) No variation to this Agreement shall be effective unless in writing and executed by all 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 Applicable Law or equity or any agreement.
- (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 and duty**) 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 Applicable Law, all related matters including non-contractual matters, is governed by the laws as defined in the Order Form. Subject to clause 23, 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.

## 26 Definitions and Interpretation

### 26.1 Definitions

The following definitions apply unless the context requires otherwise.

**Applicable Law** means

- (a) 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);
- (a) the common law as applicable to the parties (or any one of them);
- (b) any binding court order, judgment or decree applicable to the parties (or any one of them); and
- (c) 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 materials made available to Customer 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.

**Brand Marks** means Auror Marks or Customer Marks, as applicable.

**Business Day** means a weekday on which banks are open in the location specified 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 commencement date 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), customers, employees, internal policy, the Intellectual Property Rights of a party or dealings under this Agreement.

**Consents** means, any licences, clearances, permissions, certificates, permits, authorities, declarations, exemptions, waivers, approvals or consents.

**Consequential Loss** means any:

- (d) loss of profits (whether direct or indirect), loss of revenue, 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
- (e) 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.

**Customer Data** means any event data submitted, uploaded, or input into, the Platform by the Customer or a User, including images and recordings.

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

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

**Fees** means the fees and expenses set out in the Order Form.

**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:

- (f) act of God, lightning, storm, flood, fire, earthquake or explosion;
- (a) strike, lockout or other labour difficulty;
- (b) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic;
- (c) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority;

- (d) embargo, power or water shortage, lack of transportation, lack of public or private telecommunications networks; and

- (e) 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.

**Insolvency Event** means where:

- (f) 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;
- (g) 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;
- (h) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (i) 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;
- (a) any composition or arrangement is made with any one or more classes of its creditors;
- (b) 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;
- (c) a party enters into liquidation whether compulsorily or voluntarily; or
- (d) 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.

**Liability Cap** means the amount equal to the Fees paid by the Customer 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 the Customer in accordance with this Agreement.

**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 the

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 identified in the Commercial Terms, 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 Customer in accordance with this Agreement. The Platform includes any content, data, features, functionality, software, services, methodologies, and capability supplied by Auror as part of those modules or functionality.

**Platform Insights** means profile pages, data, and insights generated from raw data on the Platform, including without limitation person and vehicle of interest profile pages and insights presented in customer dashboards. Platform Insights may be based on or created or derived from Customer Data and other data on the Platform.

**Platform Participants** means other organisations which are also customers of Auror and that use the Platform in the Territory.

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

**Police** means any law enforcement agency that has access to the Platform.

**Privacy Act** means as defined in the Order Form.

**Privacy Laws** means:

- (a) the Privacy Act and (where applicable) any related privacy principles;
- (b) any further legislation from time to time in force in the Territory affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and
- (c) any ancillary rules, 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 in the Territory.

**Registered Site** means a site or location for which Customer has purchased a licence, as specified in the Commercial Terms.

**Related Body Corporate** means a holding company or subsidiary company of the applicable party.

**Renewal Term** has the meaning given 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 Commercial Terms.

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

**Users** means any Personnel of Customer that have access to and use the Platform pursuant to this Agreement.

**Website** means the website at the domain [www.auror.co](http://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.

- (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 Commercial Terms is a reference to a clause of, or Schedule or Commercial Terms 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 the relevant currency or such other currency set out in the Order Form; and
- (o) a month means a calendar month.

## 26.2 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;



## SCHEDULE 2: MODULES AND FUNCTIONS

The following Modules specified in the Order Form are included as part of this Agreement:

### Auror - Intel

Auror App Functionality	Description
Report Incident / Event	Users report crime incidents (e.g. shoptheft). The process includes the ability to capture information about: time/date, location (store), people involved, vehicle involved, and product information. Evidence locker to capture images and video.
Manage Events	Users can manage events, including editing and deletion. User permissions in place to control which events a store user can edit and delete.
Sensitive Events	Users can create sensitive events based on specific criteria, such as Customer employees or minors being involved in the event. Administration ability to restrict visibility of sensitive events to certain parties only (e.g. Customer Management etc.)
Entities of Interest	Profiles of persons and vehicles (entities). If entity is involved in multiple events, data is connected and displayed in a single profile.
Newsfeed	Newsfeed displays recent activity of relevance to the user.
Comments	Users can comment on certain Feed posts, Entity Profiles, and Event Profiles.
Search	Ability for users to find the information they need.
Store Dashboards	Store, Region and Organization Level Dashboards for aggregated stats and trends.
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

## Auror - Investigate

Auror App Functionality	Description
Create an Investigation	Investigate Users can create new investigations for a range of investigation types (e.g. Organised Retail Crime, Internal Fraud etc.).
Collaborate on Investigations	Investigation owners can add additional collaborators to each specific investigation allowing them to view the investigation and add intelligence.
Investigation Dashboard	Dashboard showing summary information across investigations that users has access too. This includes the investigation status, breakdown by investigation type etc.
Task Management	Ability to assign tasks to collaborators within an investigation including adding due dates.
Add Intel to Investigations	Add events from Auror Intel into an Investigation and add new Intel directly into an investigation.
Investigation timeline	View all events and intel related to an investigation in a single timeline.
Visual Link Analysis	Link visualization of all of the entities of interest within the investigation.
Investigation geospatial maps	View all locations of interest and locations of events in a single geospatial map view.
Investigation Evidence Management	View and manage all digital evidence related to the investigation in one location.
Investigation outcomes	Record any findings, outcomes, and financial impact of each investigation.
Suggested Investigations	System suggested investigations based on high-risk persons of interest and connected persons.
Collaborate	System surfaces opportunities for Customer to collaborate on an investigation where Customer and other retailers are being impacted by the same person of interest (POI).

## Auror - Insights

Auror App Functionality	Description
Data Explorer	Ability to create charts and tables by adding data filters.
Direct Data Share	Secure access to your data through Direct Data Share
Insights Dashboards	View insights and trends related event data

## Auror – Connect the Dots

Auror App Functionality	Description
Suggested person merges	System suggested merges for people suspected to be the same person of interest and a workflow to review or decline these dot connections.
Connection workflow management	Workflow for Customer to review or decline suggested dot connections.

#### Auror – ANPR

Auror App Functionality	Description
ANPR Integration	Integration with ANPR system to provide real-time alerts of known vehicles of interest if detected. Where Customer is sharing with Police, Police will have the ability to query ANPR detections.
VOI Lists	Manage vehicles and alerts on the Vehicle of Interest List.
ANPR Alerting	Alerting for nominated Customer Users when a Vehicle of Interest is detected.
Find a Vehicle	Ability to search historic vehicle detections from the prior 60 days' worth of detection data.
Vehicle Magic Search (Make, Model and Colour)	Ability to search detections without a known registration plate based on make, model, colour and body shape.

#### Auror – Audit and Task Management

Auror App Functionality	Description
Audit workflow	Complete audits with the ability to add notes, upload images and assign follow up tasks for individual questions with auto-save.
Audit workflow management	Create new audit workflows, share drafts, edit existing workflows using built-in version control. Categorize audits into preset or custom themes. Customizable questions and answers.
Audit dashboards and insights	View insights into individual store, district and organization performance. Drill down into audits to see responses and overall performance summaries.

#### Auror – Law Enforcement Engagement Module

Auror App Functionality	Description
Geo-Fenced LE Intel Access	Ability to provide Law Enforcement agencies to access to event data based on defined jurisdictional boundaries at the county, state and federal levels of geo-fencing access. This means that Law Enforcement agencies can only access event data that occurred in their geo-fenced boundaries. However, if a person has incidents in multiple jurisdictions, agencies will be able to see all related events, providing visibility into cross-jurisdictional offending (for the avoidance of doubt, federal Law Enforcement will have access to event data).
Direct to Law Enforcement Reporting	Ability to efficiently submit a detailed police report (including event details and evidence) to Law Enforcement.
Evidence Request	Receive requests for evidence by Law Enforcement Users via Evidence Request portal with the ability to assign, fulfil and track all requests across all Customer sites.

For purposes of the above, Customer consents to sharing Customer Data and instructs Auror to share Customer Data with Law Enforcement agencies (including via an encrypted transfer directly to evidence.com).

## Auror - Recover

Auror App Functionality	Description
Recovery Tracking	Ability to add recovery payments against an event when a person involved in an event returns to make a payment against that event.
SMS Messaging	Automated sending of two SMS messages to anyone involved in an event where their mobile number has been entered (e.g. where they have been unable to pay, have consumed the goods/services and provided their mobile phone details). SMS messages contain a unique link to Alfiepay.com for the person involved to make an online credit card payment for the event amount.
Letter Service [NZ ONLY]	Automated sending of two letters to the registered owner of a vehicle involved in a drive-off event where payment has not been made. Letters will instruct the owner to either make payment via Alfiepay.com or in a Customer store.
Online Debt Payments	Access to Alfiepay.com to allow customers who are unable to pay for products/services to login with a unique identifier to make payment.

All recovered funds that are collected via Alfiepay.com in each month will be paid to Customer in one transaction on the first Business Day of the following month.

Note: Alfiepay has additional credit card transaction fees that are implemented by the payment processor, 'Stripe' and are removed from the recovered amount paid to Customer. Auror does not apply any additional transaction fee.

Any disputed transactions by the cardholder and associated stripe transaction fees, including refund fees, will be deducted from the monthly payment made from Stripe to Customer.

### SCHEDULE 3: 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 the Customer 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 data centres in the location specified in the Order Form) 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 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 Customer 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. 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 4: Minimum Technical and System Requirements**

All devices accessing Auror must have all Auror domains whitelisted which will be provided to Customer 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 5: 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 Customer.