

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
FRAUSCHER SENSOR TECHNOLOGY AUSTRALIA PTY LTD
ABN: 20 604 325 028

Notice: Any acceptance of Supplier's offer is expressly limited to acceptance of these Terms and Conditions and Supplier expressly objects to any additional or different terms proposed by Customer. No other pre-printed terms and conditions on any form shall modify these Terms and Conditions even if signed by Supplier. Any order to perform work and/or Supplier's performance of the work shall constitute Customer's acceptance and agreement to these Terms and Conditions.

- 1. Definitions.** Unless otherwise agreed upon in a writing signed by an authorized representative of Supplier: **"Confidential Information"** means (i) information that is designated in writing as "confidential" or "proprietary" or equivalent term by the party disclosing such information at the time of written disclosure, and (ii) information that is orally designated as "confidential" or "proprietary" by the party disclosing such information at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure; **"Contract"** means either: (i) the contract agreement signed by both parties for the sale of Products and/or Services and/or for the license of Software; or (ii) the purchase order, accepted by Supplier in writing, for the sale of Products and/or Services and/or for the license of Software, together with these Terms and Conditions, Supplier's final quotation, Supplier's proposal, the agreed scope(s) of work, and Supplier's Order Confirmation; **"Contract Fees"** means the agreed prices, rates and fees stated in the Contract for the sale of Products and/or Services and/or for the license of Software, including adjustments (if any) in accordance with the Contract; **"Customer"** means the entity to which Supplier is providing Products, Software, and/or Services under the Contract; **"Customer Content"** means any and all data, information, documentation, and Software provided by Customer to Supplier for use in connection with the Products, excluding: (i) Data, and (ii) any data, information, documentation or Software that Supplier or an affiliate of Supplier provides to Customer or an affiliate of Customer pursuant to any other contract. Customer Content shall not include data that has been processed, modified or generated by Supplier; **"Data"** means all information and data of any type, form or nature (including, but not limited to, data received or processed by the Software, compilations of data, and output such as reports and images created by any Software and/or Product) that may be furnished or made available to Customer, directly or indirectly; **"Effective Date"** means the effective date of the Contract, as stated in the Contract, or where no date is stated in the Contract, the earlier of the date the Contract is fully executed by all parties or the date of Supplier's acceptance of Customer's purchase order subject to these Terms and Conditions, as applicable; **"GST"** means any tax imposed under the GST Legislation; **"GST Legislation"** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any replacement or equivalent legislation; **"Hazardous Materials"** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of Australia, or the country of the Site; **"Internal Business Purposes"** means the internal ordinary course business operations of Customer; provided however "Internal Business Purposes" exclude any 1) expansion in or to operations occurring due to a business merger or acquisition, 2) fleet addition or rail network expansion, 3) management or servicing of a third party's fleet, equipment or assets, or 4) infrastructure acquisition or development after the Effective Date; **"Orders"** means orders for the Supplier's Products, Services and/or Software placed by Customer through the issuance of a purchase order to Supplier; **"Order Confirmation"** means Supplier's written acceptance of the Customer's purchase order; **"Products"** means the equipment, Spare Parts, materials, supplies, and other goods Supplier has agreed to supply to Customer under the Contract, but excluding Software; **"Section"** means a Section of these Terms and Conditions except where the context requires otherwise; **"Services"** means the service activities Supplier has agreed to perform for Customer under the Contract, which may include without limitation, professional services, support services and Software-as-a-Service; **"Site"** means the premises where Products are delivered or Services are performed, not including Supplier's premises or premises of Supplier's subcontractors from which it performs remote Services; **"Software"** means a computer program, and the Data handled by such computer program, that is fixed in any tangible medium of expression or any storage medium and shall include Supplier's proprietary software, such as that software provided for operation of the Products; **"Spare Parts"** means all spare parts Supplier has agreed to supply to Customer under the Contract; **"Supplier"** means Frauscher Sensor Technology Australia Pty Ltd.; **"Tax Invoice"** has the meaning given in the GST legislation; **"Terms and Conditions"** means these "General Terms and Conditions of Sale and Delivery", comprising Sections 1 to 20.
- 2. Pricing.**
 - 2.1** Unless otherwise specified by Supplier in writing, the Contract Fees do not include domestic or international shipping charges beyond the point of delivery set forth in Section 6, the cost of insurance during the time Customer bears risk of loss, or charges for demurrage, port fees, pier handling, marshalling, or heavy lifts or any other costs. Customer shall be responsible for an additional price to cover the costs of any duties and tariffs (or other similar taxes) incurred by the

Supplier in the performance of its obligations hereunder (regardless of date of announcement or implementation), plus additional amounts to ensure the impact of such costs on Supplier are economically neutral with respect to the overall sales arrangement described herein. Supplier shall provide reasonable documentation of any increased costs claimed under this clause. Supplier reserves the right to adjust the Contract Fees accordingly.

2.2 Unless otherwise specified by Supplier in writing, Supplier's prices are quoted in Australian Dollars (AUD).

2.3 Unless otherwise stated in the Contract, Prices shall be firm and not subject to any price adjustment for a one (1) year period commencing on the date of the relevant Purchase Order. If delivery is not complete within that one-year period, prices shall be subject to adjustment in accordance with Supplier's applicable price adjustment formula.

3. Payment.

3.1 Unless otherwise agreed in a writing signed by an authorized representative Supplier, Customer shall pay Supplier, without the right of set-off, within thirty (30) days following the date of each Supplier invoice. Supplier shall invoice Customer at the times stated in the Contract or, where no time is stated in the Contract, upon shipment of Product, provision of Software or completion of the Services, as applicable; provided notwithstanding subsections the above, invoicing shall be monthly in arrears for Services that are provided over a period longer than one month. In the event Customer makes further purchase commitments pursuant to the Contract after the Effective Date, the additional Contract Fees applicable to such further purchase commitment shall be invoiced in accordance with the foregoing, except for the purpose of this Section 3.1, the "Effective Date" shall be taken to mean the date on which the further purchase commitment is effective. If Customer fails to make any payments to Supplier when due, without limiting Supplier's rights and remedies, Customer shall pay a late payment charge computed at a rate not exceeding twice the Reserve Bank of Australia Cash Rate in effect on the payment due date. This interest shall accrue on a daily basis from the payment due date until the date on which Supplier receives full payment.

3.2 Supplier's delivery or performance obligation shall be extended for each day payment is delayed by Customer.

3.3 Unless otherwise agreed to by Supplier in writing, all payments by Customer shall be made by wire transfer to the account identified by Supplier.

3.4 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the Personal Property Securities Act 2009 ("PPSA").

3.5 Customer shall only have the right to set-off in the case of a legally enforceable sum due from Supplier to Customer.

3.6 Security Interest.

3.6.1 If the Customer fails to pay by the due date any amount owing to Supplier, Supplier may (without prejudice to any of its other rights) recover and resell any of the Goods in which property has not passed to the Customer. In addition to any rights Supplier may have under Chapter 4 of the PPSA, Supplier may, without notice, enter any premises where it expects the Goods may be located and remove them without committing a trespass, and Customer authorises Supplier to enter onto the premises where the Goods are kept to take possession of the Goods for that purpose at any time. Customer also indemnifies Supplier from and against all loss suffered and/or incurred by Supplier as a result of exercising its rights under this clause 3. If there is any inconsistency between Supplier's rights under this clause 3 and its rights under Chapter 4 of the PPSA, this clause 3 shall prevail.

3.6.2 The Customer acknowledges and warrants that Supplier has a security interest (for the purposes of the PPSA) in the Goods and any proceeds until title passes to the Customer in accordance with these Terms and Conditions. The Customer must do anything reasonably required by Supplier to enable Supplier to register its security interest with the priority Supplier requires and to maintain that registration.

3.6.3 The security interest arising under this clause 3.6 attaches to the Goods when the Customer obtains possession of the Goods, and the parties confirm that they have not agreed that any security interest arising under this clause 3.6 attaches at any later time.

4. GST, Taxes and Duties.

4.1 GST.

4.1.1 Unless expressly stated otherwise, all Contract Fees, prices and other amounts payable under the Contract are exclusive of GST.

4.1.2 If, and to the extent, any supply of Goods under the Contract is a taxable supply within the meaning of the GST Legislation, the price for the Goods will be increased to include GST payable by Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price. The parties agree that:

- a) the parties must be registered persons within the meaning of the GST Legislation; and
- b) Supplier must provide tax invoices and, if applicable, adjustment notes to the Customer in the form prescribed by or for the purposes of the GST Legislation; and
- c) costs required to be reimbursed or indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Legislation can be claimed.

4.2 Taxes and Duties.

- 4.2.1** The Supplier is responsible for all taxes imposed on or measured by its net income, profits, capital gains, payroll, employment or personnel.
- 4.2.2** Where applicable, the Customer is responsible for, and must pay, all customs duties, import duties, tariffs, levies, charges, assessments and other similar governmental impositions arising from or in connection with the purchase, delivery, importation, receipt or use of the Goods or Services, other than taxes for which the Supplier is responsible under clause 4.2.1.
- 4.2.3** Except as expressly stated in these Terms and Conditions, each party is responsible for its own taxes arising from its business operations.

4.3 Withholding Taxes

- 4.3.1** If a law requires the Customer to deduct or withhold an amount from any payment due to the Supplier under this Contract, the Customer may make that deduction or withholding only to the extent required by law.
- 4.3.2** The Customer must promptly remit the deducted or withheld amount to the relevant governmental authority in accordance with applicable law.
- 4.3.3** Unless prohibited by law, the amount payable to the Supplier shall be increased to the extent necessary to ensure that, after the required deduction or withholding, the Supplier receives the same amount it would have received had no deduction or withholding been required.
- 4.3.4** Within 30 days after remitting any deducted or withheld amount, the Customer must provide the Supplier with official receipts, certificates or other evidence reasonably satisfactory to the Supplier confirming payment to the relevant governmental authority.

4.4 Reimbursements and Indemnities. If a party is required under this Contract to reimburse, indemnify or compensate another party for any cost, expense or liability, the amount payable will be reduced by any input tax credit, refund or similar tax benefit to which the receiving party is entitled in respect of that cost, expense or liability.

5. Compliance with Laws

- 5.1 General Compliance.** Each party must, at its own cost, comply with all laws, regulations, orders, sanctions, permits, licences, approvals, governmental requirements and industry standards applicable to that party and to the performance of its obligations under the Contract ("Applicable Laws").
- 5.2 Supplier Compliance.** Supplier shall comply with Applicable Laws relating to the manufacture, supply and delivery of the Products and the performance of the Services. Supplier shall obtain and maintain all licences, registrations, permits and approvals required for the lawful conduct of its business and the performance of its obligations under the Contract.
- 5.3 Customer Compliance.** Customer shall comply with all Applicable Laws relating to the importation, exportation, re-exportation, transfer, installation, commissioning, operation, use, storage, maintenance and disposal of the Products, Software and Services. Customer shall obtain, maintain and comply with all permits, licences, approvals, registrations and governmental authorisations necessary for:
 - (a) the importation, exportation, installation and use of the Products, Software and Services;
 - (b) operation of the Site and Customer's facilities;
 - (c) compliance with environmental, planning, construction, health and safety and operational requirements; and
 - (d) the performance of Customer's obligations under the Contract.

Customer shall provide reasonable assistance to Supplier in obtaining any visas, work permits, security clearances or site access approvals required for Supplier Personnel.

- 5.4 Trade Controls and Sanctions.** Each party shall comply with all Applicable Laws relating to trade controls, customs, import controls, export controls, economic sanctions, anti-boycott requirements, anti-money laundering and counter-terrorism financing. Customer shall not, directly or indirectly, sell, export, re-export, transfer, disclose, release, lease, loan, assign, provide or otherwise make available any Product, Software, Service, technical data or technology supplied under the Contract in violation of any Applicable Laws. Supplier shall not be required to perform any obligation under the Contract to the extent that such performance would cause Supplier, any of its Affiliates, subcontractors or personnel to violate any Applicable Laws relating to trade controls, export controls, import controls, customs requirements or economic sanctions. Supplier may refuse, suspend or terminate any affected performance where Supplier reasonably determines that performance may

expose Supplier or any of its Affiliates to liability or regulatory risk under Applicable Laws. Any such refusal, suspension or termination shall not constitute a breach of Contract by Supplier.

5.5 Governmental Approvals. Except where expressly stated otherwise in the Contract, Customer is responsible for obtaining and maintaining all governmental approvals, permits, licences, consents and authorisations required for the delivery, installation, operation and use of the Products, Software and Services at the Site. Supplier shall not be liable for any delay, failure or inability to perform resulting from the delay, denial, suspension, revocation, restriction or non-renewal of any governmental approval for which Customer is responsible.

5.6 Anti-Bribery, Corruption and Modern Slavery. Each party shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, modern slavery, human trafficking and forced labour. Neither party shall offer, promise, authorise, provide, request, receive or accept any unlawful payment, advantage, benefit or thing of value in connection with the Contract.

5.7 Change in Law. If, after the Effective Date, any change in Applicable Laws, or the adoption or reinterpretation of any Applicable Laws, materially: (a) increases Supplier's costs of performance; (b) delays, restricts or prevents performance; (c) imposes additional obligations, compliance requirements or liabilities upon Supplier; or (d) affects the manufacture, supply, delivery, licensing or support of the Products, Software or Services,

Supplier may notify Customer of the impact of such change. The parties shall negotiate in good faith appropriate adjustments to the Contract, including adjustments to pricing, delivery schedules, performance periods, technical specifications and other affected terms. Pending agreement on such adjustments, Supplier may suspend the affected portion of its performance to the extent reasonably necessary to address the impact of the change. Where a change in Applicable Laws directly increases Supplier's costs through tariffs, customs duties, import duties, export duties, levies, charges or similar governmental measures, the Contract Price shall be equitably adjusted to reflect such increased costs.

5.8 Government Customers. If Customer is a governmental authority, state-owned entity or other public body, Customer represents and warrants that it has the authority to enter into and perform the Contract and that all necessary approvals for doing so have been obtained. To the extent permitted by Applicable Laws, Customer waives any claim of sovereign or governmental immunity in respect of enforcement of the Contract.

6. Delivery, Title Transfer & Risk of Loss

6.1 Unless otherwise specified by Supplier in writing, Supplier shall deliver Products to Customer in accordance with DAP INCOTERMS 2020 (fully delivered, door to door). Title and risk of loss to such Products shall pass to Customer upon acceptance.

6.2 For shipments that involve export from the customs jurisdiction of shipping point of origin, Supplier will file any required export declarations. When Customer arranges the export or international shipment, Customer will provide Supplier evidence of exportation or international shipment acceptable to the relevant tax and custom authorities.

6.3 Supplier may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon: (i) prompt receipt by Supplier of all information necessary to proceed with the work without interruption; and (ii) timely discharge of Customer's responsibilities under the Contract. Delivery times may be extended if, following the issuance of an Order Confirmation, amendments to the Contract are agreed in writing which directly impact the delivery schedule in which case, in the absence of any agreement to the contrary, any delivery time will be extended by a reasonable period of time. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify Supplier within ten (10) days after receipt. Notwithstanding anything in this Section 6, title to any leased equipment remains with Supplier.

6.4 Software is licensed and not sold. Title to Software does not pass from Supplier to Customer. If Customer uses the Software outside of the license scope Supplier may terminate the license in its sole discretion effective as of the date of Customer misuse.

7. Force Majeure.

7.1 Supplier shall not be liable for, nor be deemed to be in breach of the Contract, to the extent that the performance of its obligations is delayed, hindered or prevented by a circumstance beyond its reasonable control (Force Majeure Event). A Force Majeure Event includes: (a) acts of God; (b) flood, fire, earthquake, storm or other natural disaster; (c) war (whether declared or undeclared), armed conflict, terrorism, terrorist threats, sabotage, civil unrest, riot, insurrection or revolution; (d) epidemic, pandemic, public health emergency, quarantine restriction or any government-mandated or government-recommended shutdown, restriction or containment measure; (e) cyber-attack, ransomware event, malicious software attack, failure of telecommunications networks or other significant information technology disruption; (f) sanctions, embargoes, trade restrictions or export control measures; (g) acts or omissions of governmental authorities, including confiscation, requisition, expropriation, nationalisation, prohibition, detention, restrictions on imports or exports, or refusal, delay or

withdrawal of licences, permits or approvals; (h) strikes, industrial disputes, labour shortages or labour disturbances; (i) shortages of transportation, fuel, energy, labour, raw materials, components or manufacturing capacity; (j) inability to obtain materials, equipment or services on commercially reasonable terms; (k) supplier, subcontractor, manufacturer, carrier or logistics provider failure or delay arising from any Force Majeure Event; (l) vendor-declared obsolescence of components, software or materials; and (m) any act or omission of Customer, its Affiliates, personnel, contractors or other suppliers.

7.2 Relief from Performance. To the extent affected by a Force Majeure Event: (a) Supplier's obligations shall be suspended; (b) Supplier shall not be liable for any delay, failure to perform, liquidated damages, delay damages, penalties, costs, losses or expenses arising from the Force Majeure Event; and (c) the time for performance shall be extended by the period of delay caused by the Force Majeure Event together with any additional period reasonably required to resume normal performance.

7.3 Customer-Caused Delay. Where any delay, disruption, suspension, increased cost or inefficiency arises from an act or omission of Customer, its Affiliates, personnel, contractors or other suppliers, Supplier shall be entitled to: (a) an extension of time; (b) recovery of all additional costs reasonably incurred; and (c) an equitable adjustment to the Contract Price and delivery schedule.

7.4 Mitigation. Supplier shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event, provided that Supplier shall not be required to incur unreasonable expense or undertake commercially impracticable measures.

7.5 Prolonged Force Majeure. If a Force Majeure Event continues for more than 120 consecutive days and substantially prevents performance of a material obligation, either party may terminate the affected portion of the Contract by written notice without liability, except for obligations accrued before the effective date of termination.

8. Warranty.

8.1 Supplier warrants that Products shall be delivered free from defects in material, workmanship and title, that Services shall be performed in a competent, diligent manner in accordance with any mutually-agreed specifications in the Contract, and that Software, whether embedded in a Product furnished hereunder or provided separately, will, at the time of delivery by Supplier, conform in all material respects to Supplier's specifications relating to such Software as referenced in the Contract. For the avoidance of doubt, a vulnerability identified in the Software shall not be considered a defect for which a warranty claim can be made, unless and only to the extent that the vulnerability also creates a material deviation from the specifications in the Contract.

8.2 Unless otherwise stated in the Contract: (i) the warranty period with respect to a Product (other than Spare Parts) and Software embedded in a Product shall be twelve (12) months from the date of Product delivery; (ii) the warranty period for new Spare Part purchases shall be twelve (12) months from the date of Spare Parts delivery; (iii) the warranty period for Services shall be three (3) months from performance of the applicable Service; (iv) the warranty period for Software provided separately shall be three (3) months from the date on which the relevant version of the Software was initially made available to Customer; (v) notwithstanding the foregoing, the warranty period for ongoing Services such as support services or Software-as-a-Service (including, without limitation, any Products, Software and other deliverables provided as part of such Services) shall be concurrent and co-terminus with the term of the Contract for such Services; and (vi) notwithstanding the foregoing, unless otherwise expressly agreed by Supplier, the warranty period for repair services performed on out-of-warranty Products shall be ninety (90) days from the completion of the repaired services (the "Warranty Period"). The warranty for the repair services performed on out-of-warranty Products shall be limited to the workmanship of the services and any new parts provided as part of the service, but do not extend to the failed Product itself.

8.3 If any Product, Software or Service does not meet the above warranties within the Warranty Period, Customer shall promptly notify Supplier in writing and, if applicable, make the Product available to Supplier, per Supplier's specifications, for inspection. Customer is responsible for shipping the returned Products to Supplier. In the event Supplier determines that the Product or Software or part thereof, or Services provided, failed to meet the foregoing warranties set forth in this Section 8 (except as to title) within the Warranty Period, Supplier shall: (i) at its option, repair or replace the defective Product(s) or Software, as applicable; and/or (ii) re-perform defective Services. If despite Supplier's reasonable efforts, Supplier determines that a non-conforming Product or Software cannot be repaired or replaced or non-conforming Services cannot be re-performed, Supplier shall refund or credit monies paid by Customer for such non-conforming Products (or the non-conforming part thereof), Software, and/or Services, provided, as to Products, Customer returns such non-conforming Products to Supplier undamaged. Warranty repair, replacement or re-performance by Supplier shall not extend or renew the applicable Warranty Period. In the event that the Supplier, in its sole discretion, determines during inspection that the Product did not fail to meet the foregoing warranties set forth in this Section 8 within the Warranty Period, Customer shall bear the costs of access for Supplier's remedial warranty efforts including removal and/or installation costs associated with the inspection of the defective Products and transportation of the Products to Supplier and back to Customer.

8.4 The warranties and remedies are conditioned upon: (i) proper storage, installation, interface, handling, use, operation, and maintenance of Products and Software, as applicable; (ii) Customer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Supplier access to those records; (iii) no repairs, modifications or alterations being made to the Product, Software or Services other than by the Supplier or its authorized representative; (iv) compliance with the restrictions applicable to Software as set out herein; and (v) Customer providing such information as is necessary for Supplier to replicate and validate any non-conformance of Software with the foregoing warranties. Supplier's obligations under this Section 8 shall not apply to: (a) operation of the Product, Software or Services under any specification other than, or in addition to, the Supplier's standard specification, (b) the unauthorized or negligent installation, modification, repair or use of the Product, Software or Service, (c) the over-stress of the Products, (d) actions by third parties, (e) the effects of chemical, electrical or mechanical sources that are outside the specification provided by the Supplier, (f) normal wear and tear; (g) any off the shelf consumer goods that may be incorporated into the Products; (h) any Product that is normally consumed in operation; (i) any Product that has a normal life inherently shorter than the Warranty Period specified in Section 8.2; (j) any Product, Software or Service that has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure including, without limitation, any of the events described in Section 7, or has otherwise been damaged or fails as a result of external causes outside the reasonable control of Supplier, or (k) any third party Software. In the event Customer uses non-Supplier parts or software or non-Supplier approved repairs, then any damage to, failure of, or performance degradation of the Products, Software or Services indirectly or directly resulting from the use of such parts, software or repairs, shall not be warranted by Supplier. Further, if such parts, software or repairs cause personal injury, death or property damage to third parties, Customer shall indemnify and hold Supplier harmless from all claims and liabilities connected therewith.

8.5 Exclusive Remedies and Disclaimer.

- 8.5.1** Subject to clause 8.5.2, the warranties set out in this clause are the sole and exclusive warranties given by Supplier in relation to the Products, Software and Services.
- 8.5.2** Nothing in this Contract excludes, restricts or modifies any guarantee, condition, warranty, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation.
- 8.5.3** To the maximum extent permitted by law, all conditions, warranties, guarantees, representations and terms not expressly set out in this Contract are excluded.
- 8.5.4** Subject to clause 8.5.2, the remedies set out in this clause constitute Customer's sole and exclusive remedies for breach of warranty or defects in the Products, Software or Services.
- 8.5.5** Supplier does not warrant that:
 - a) Software will operate uninterrupted or error-free;
 - b) Software will satisfy Customer's particular requirements unless expressly agreed in writing;
 - c) Software will detect every fault, failure, condition or event;
 - d) Software will provide complete protection against all cybersecurity threats, vulnerabilities, unauthorised access attempts or malicious activities; or
 - e) the Products, Software or Services will be immune from failures caused by systems, equipment, networks or services supplied by third parties.
- 8.5.6** The Products, Software and Services form only one component of an overall operational and safety system and are not intended to be relied upon as the sole means of ensuring safety, fault detection, regulatory compliance or risk management.
- 8.5.7** Any third-party products, third-party software or third-party services supplied by Supplier are provided subject only to the warranties, if any, provided by the relevant third-party supplier.

9. Limitation of Liability.

- 9.1** Subject to clause 9.5, Supplier's aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), statute, equity or otherwise, shall not exceed: (a) where the claim relates to a particular Order, the Fees paid by Customer for that Order; or (b) in all other circumstances, the total Fees paid by Customer under the Contract.
- 9.2** To the maximum extent permitted by law, Supplier shall not be liable for: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) loss of anticipated savings; (e) loss of opportunity; (f) loss of production; (g) loss of use; (h) loss or corruption of data; (i) business interruption; (j) cost of replacement goods, software or services; (k) increased operating costs; or (l) any indirect, consequential, special, exemplary or punitive loss.
- 9.3** Supplier shall not be liable for: (a) advice, recommendations or assistance provided outside the agreed scope of work; (b) misuse of the Products, Software or Services; (c) defects in systems, equipment or designs not supplied by Supplier; or (d) failures caused by third-party products, systems, software or services.

- 9.4 Any claim arising out of or in connection with the Contract must be commenced within 12 months after the earlier of: (a) expiry of the applicable Warranty Period; or (b) the date upon which Customer became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.
- 9.5 Nothing in this Contract excludes or limits: (a) liability that cannot be excluded or limited under applicable law; (b) Customer's obligation to pay amounts properly due under the Contract; or (c) liability for fraud or fraudulent concealment.
- 9.6 The protections, exclusions and limitations contained in this clause apply for the benefit of Supplier, its Affiliates, subcontractors, suppliers, directors, officers and employees.

10. Termination; Suspension.

- 10.1 **Termination by Customer for Cause.** Customer may terminate the Contract by written notice if: (a) Supplier becomes insolvent, enters liquidation, administration, receivership or any analogous process; or (b) Supplier commits a material breach of the Contract which is incapable of remedy or, if capable of remedy, fails to remedy the breach within sixty (60) days after receiving written notice specifying the breach and requiring it to be remedied.
- 10.2 **Consequences of Customer Termination for Cause.** If Customer validly terminates the Contract under clause 10.1: (a) Supplier shall be paid for all Products delivered, Software licensed and Services performed up to the date of termination; (b) Customer shall pay all properly incurred and unavoidable costs relating to work performed before termination; and (c) subject to the liability limitations contained in this Contract, Customer may recover its direct losses resulting from Supplier's breach.
- 10.3 **Suspension by Supplier.** Supplier may immediately suspend performance of the Contract, in whole or in part, upon written notice if: (a) Customer fails to pay any amount when due; (b) Customer fails to provide agreed payment security; (c) Customer fails to provide information, approvals, access or cooperation reasonably required by Supplier; (d) Customer commits a breach of the Contract; (e) Supplier reasonably believes continued performance may violate applicable law; or (f) Supplier exercises any right of suspension under the Contract.
- 10.4 **Termination by Supplier for Cause.** Supplier may terminate the Contract immediately by written notice if Customer: (a) becomes insolvent, enters liquidation, administration, receivership or any analogous process; (b) fails to pay any amount due within fourteen (14) days after receiving written notice of default; or (c) commits a material breach of the Contract and fails to remedy that breach within thirty (30) days after receiving written notice requiring remedy.
- 10.5 **Consequences of Supplier Termination.** If Supplier suspends or terminates the Contract pursuant to clause 10.3 or 10.4: (a) all amounts then owing become immediately due and payable; (b) all deposits, advance payments, milestone payments and progress payments already made are non-refundable; (c) Customer shall pay Supplier for all Products, Software and Services completed or substantially completed as at the effective date of termination; (d) Customer shall reimburse Supplier for all reasonable costs incurred as a result of the suspension or termination, including: (i) demobilisation and remobilisation costs; (ii) storage costs; (iii) cancellation charges; (iv) supplier and subcontractor commitments; (v) non-cancellable purchase orders; (vi) work-in-progress costs; and (vii) collection costs and enforcement expenses.
- 10.6 **Customer Cancellation.** Except as expressly permitted by this Contract, Customer may not cancel or terminate the Contract for convenience without Supplier's prior written agreement. Supplier may condition its agreement on Customer paying: (a) all amounts due for work completed; (b) all committed costs and liabilities incurred by Supplier; and (c) a reasonable cancellation charge.
- 10.7 **Valuation of Services on Termination.** For Services performed before termination: (a) where charged on a time and materials basis, Customer shall pay for all time incurred at the rates applicable under the Contract or, if no rates are specified, Supplier's then-current standard rates; (b) where charged on a fixed-price basis, Customer shall pay for: (i) completed milestones; and (ii) work performed towards incomplete milestones, valued on a time and materials basis.
- 10.8 **Effect of Suspension.** Customer shall reimburse Supplier for all reasonable costs arising from a suspension of performance. Supplier shall be entitled to a reasonable extension of time to account for the effects of the suspension and the time required to recommence performance.
- 10.9 **Extended Force Majeure.** Either party may terminate the affected portion of the Contract upon thirty (30) days' written notice if a Force Majeure Event continues for more than one hundred and twenty (120) consecutive days

and materially prevents performance. Upon such termination, Customer shall pay Supplier all amounts due for Products supplied, Software licensed, Services performed, and costs reasonably incurred up to the effective date of termination.

- 10.10 Accrued Rights.** Termination, expiry or suspension of the Contract does not affect any rights, remedies, obligations or liabilities accrued before the effective date of the termination, expiry or suspension.

11. Data & Software

- 11.1 Ownership.** All Intellectual Property Rights in the Products, Software, Data, documentation, designs, specifications, reports, algorithms, interfaces, know-how and other materials supplied or made available by Supplier remain vested in and are the exclusive property of Supplier or its licensors. Except for the limited rights expressly granted under this Contract, no Intellectual Property Rights are transferred, assigned or licensed to Customer.
- 11.2 Software Licence.** Subject to Customer's compliance with the Contract and payment of all applicable Fees, Supplier grants Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Software and Data solely: (a) for Customer's internal business purposes; (b) in connection with the Products for which the Software or Data was supplied; and (c) in accordance with the documentation and specifications provided by Supplier. Where Software is embedded in a Product, Customer may use the Software only with that Product. Where Software is supplied separately, Customer may use the Software only in relation to the assets, systems or operations identified in the Contract. Customer may make one archival or backup copy of the Software for disaster recovery purposes only. No licence is granted to the Software source code.
- 11.3 Restrictions.** Except to the extent expressly permitted by the Contract or required by applicable law, Customer must not: (a) copy, modify, adapt, translate or create derivative works from the Software or Data; (b) sell, licence, sublicense, lease, rent, distribute or otherwise make available the Software or Data to any third party; (c) reverse engineer, decompile, disassemble or attempt to discover the source code, structure, algorithms or underlying ideas of any Software; (d) use the Software or Data to develop, train, improve or validate competing products, software, algorithms or services; (e) use the Software or Data for the design, manufacture, repair, maintenance or support of products not supplied by Supplier; or (f) remove, alter or obscure any copyright, trade mark or proprietary notices.
- 11.4 Data Access and Use.** Customer shall not permit any third party to access, extract, intercept, collect or use Data generated by or from the Products or Software except: (a) as expressly authorised by Supplier in writing; (b) as required by applicable law; or (c) where reasonably required for Customer's operation and maintenance of the Products. Customer shall not use Data or Software to create, develop or support competing products, services or technologies.
- 11.5 Third-Party Systems.** Supplier does not warrant that any Product or Software will be compatible with any third-party hardware, software, communications network or system unless expressly stated in the Contract. Customer is responsible for maintaining the operating environment specified by Supplier.
- 11.6 Customer Data.** Customer retains ownership of all Customer Data. Customer grants Supplier and its Affiliates a non-exclusive, worldwide, royalty-free licence to host, store, process, copy, transmit and use Customer Data: (a) to perform the Contract; (b) to provide support, maintenance and related services; (c) to develop, improve, maintain and test Supplier's products, software and services; (d) for analytics, research and statistical purposes; and (e) to comply with legal and regulatory obligations. Where reasonably practicable, Supplier may use Customer Data for product development and analytics in aggregated or de-identified form.
- 11.7 Operational and Diagnostic Data.** Supplier may collect, analyse and use operational, performance, diagnostic, reliability and maintenance data generated by the Products and Software for the purposes of monitoring, support, cybersecurity, maintenance, product improvement, analytics, research and development. Such data shall be treated as Supplier Data unless otherwise agreed in writing.
- 11.8 11.8 Termination.** Upon termination or expiry of the Contract, the licence granted under this clause automatically terminates, and Customer must cease all use of the Software and Data except to the extent required by law or expressly permitted by Supplier.

12. Intellectual Property Indemnification.

- 12.1** Supplier warrants that the Products, Software and Services supplied under the Contract, when used in accordance with the Contract and Supplier's documentation, do not knowingly infringe any third-party Intellectual Property Rights. Supplier shall defend and indemnify Customer against any third-party claim alleging that a Product,

Software or Service supplied by Supplier infringes any patent, copyright, trademark, trade secret or other Intellectual Property Right in the country in which the Product, Software or Service is supplied or authorised to be used by Supplier. This obligation applies only if Customer: (a) promptly notifies Supplier in writing of the claim; (b) provides reasonable assistance requested by Supplier; (c) grants Supplier sole control of the defence, settlement and management of the claim; and (d) does nothing to prejudice Supplier's defence.

12.2 Supplier Remedies. If a claim described in clause 12.1 arises, Supplier may, at its option and expense: (a) obtain for Customer the right to continue using the affected Product, Software or Service; (b) modify the Product, Software or Service to make it non-infringing; (c) replace the Product, Software or Service with a functionally equivalent non-infringing alternative; (d) re-perform the affected Services; or (e) require Customer to cease using the affected Product or Software and refund the Fees paid for the affected Product, Software or Service, less a reasonable allowance for use and depreciation. Upon completion of any remedy under this clause, Supplier shall have no further liability in relation to the claim.

12.3 Exclusions. Supplier shall have no liability under this clause to the extent a claim arises from: (a) compliance with Customer's designs, specifications, instructions or requirements; (b) use of the Products, Software or Services in combination with products, systems, software, equipment or materials not supplied or approved by Supplier; (c) modifications made by any person other than Supplier or its authorised representatives; (d) use of a superseded version of the Software where a non-infringing version was made available by Supplier; (e) use of the Products, Software or Services other than in accordance with the Contract, Supplier's documentation or intended purpose; or (f) Customer's continued use of the Products, Software or Services after being notified of the alleged infringement and provided with a reasonable alternative.

12.4 Customer Indemnity. Customer shall indemnify Supplier against any claim, loss, liability, cost or expense arising from any matter described in clause 12.3, including any claim based upon Customer specifications, modifications or unauthorised use.

12.5 Exclusive Remedy. This clause sets out Customer's sole and exclusive remedy, and Supplier's entire liability, for any actual or alleged infringement of Intellectual Property Rights arising out of or in connection with the Products, Software or Services.

12.6 Ownership of Intellectual Property. Each party retains ownership of all Intellectual Property Rights owned, developed or acquired by that party independently of the Contract. All Intellectual Property Rights created, conceived, developed or reduced to practice by Supplier in the course of performing the Contract, whether alone or with any contribution from Customer, shall vest in and remain the exclusive property of Supplier. To the extent any such Intellectual Property Rights vest in Customer by operation of law, Customer hereby assigns those rights to Supplier and must execute all documents and do all things reasonably required to give effect to that assignment.

12.7 Feedback. Customer grants Supplier a perpetual, irrevocable, royalty-free, worldwide licence to use, modify, incorporate and commercialise any feedback, suggestions, recommendations or improvement ideas provided by Customer relating to the Products, Software or Services.

13. Changes, Obsolescence, End of Life and Results.

13.1 Supplier-Initiated Changes. Supplier may from time to time make modifications, improvements, updates or changes to the Products, Software or Services. Where Supplier reasonably determines that a change does not materially affect the form, fit, function, performance, interoperability or intended use of the relevant Product, Software or Service, Supplier may implement the change without Customer's consent. Where Supplier reasonably determines that a change materially affects the form, fit, function, performance, interoperability or intended use of the relevant Product, Software or Service, Supplier shall notify Customer and the parties shall negotiate in good faith any necessary adjustments to pricing, delivery schedules or other affected contractual terms. Supplier may suspend performance of the affected portion of the Contract pending agreement of such adjustments.

13.2 Customer-Requested Changes. Customer may request changes to the Products, Software or Services by submitting a written change request. Supplier shall evaluate the requested change and may accept or reject the request in its discretion. If Supplier accepts the proposed change, the parties shall agree in writing appropriate adjustments to: (a) Fees; (b) delivery schedules; (c) milestones; (d) specifications; and (e) any other affected terms. Supplier shall have no obligation to implement a requested change unless the parties execute a written change order. Supplier may reject any requested change that would adversely affect manufacturing commitments, regulatory approvals, certification requirements, supply-chain arrangements, procurement activities, delivery

schedules or technical integrity. For the avoidance of doubt, any Customer-requested change and any work performed in connection with such change shall be subject to and governed by the Intellectual Property Rights provisions of these Terms and Conditions.

13.3 Product and Software End of Life. Supplier may, in the ordinary course of business, discontinue, withdraw, replace or declare end-of-life for any Product, Software version or Software release. Upon providing reasonable notice to Customer, Supplier may cease accepting new orders for such Product or Software. Where commercially available, Supplier may offer a replacement or successor Product or Software version on Supplier's then-current commercial terms. If Customer elects not to purchase the successor Product or Software, Supplier shall have no further obligation to accept orders for the discontinued Product or Software. Following expiry of the applicable Warranty Period, Supplier may discontinue support, maintenance, updates, upgrades or other lifecycle services associated with the discontinued Product or Software.

13.4 Third-Party Components and Software. Supplier shall not be responsible for the continued availability of any third-party software, component, service, feature, application or technology incorporated in or used with the Products or Software. Where a third-party supplier discontinues support, availability, licensing or supply of any such item, Supplier may modify the Products or Software, substitute an alternative component or technology, or discontinue the affected functionality. If a commercially reasonable replacement is available, Supplier may offer such replacement to Customer on Supplier's then-current commercial terms. Supplier shall have no obligation to support, maintain or provide functionality dependent upon a third-party item that has reached end of life or is otherwise unavailable.

13.5 Recall Campaigns and Corrective Actions. If Supplier undertakes a product recall, service campaign, field modification programme, corrective action or similar initiative relating to any Product ("Recall Campaign"), Supplier's responsibility shall be limited to: (a) providing a replacement Product, repair, modification or corrective measure determined by Supplier; and (b) reimbursement of the reasonable and verifiable cost of replacing or repairing the affected Supplier-supplied Product, to the extent required by the Contract or applicable law. Except to the extent liability cannot lawfully be excluded, Supplier shall not be responsible for: (i) removal or reinstallation costs; (ii) site access costs; (iii) travel expenses; (iv) field service costs; (v) diagnostic or inspection costs; (vi) transportation or logistics costs; (vii) administrative expenses; (viii) customer communication costs; (ix) production downtime; (x) business interruption losses; (xi) penalties; (xii) loss of profit; or (xiii) indirect, consequential or special losses. Supplier shall have no liability for any recall, corrective action or remediation programme initiated by Customer or a third party unless Supplier has expressly agreed in writing to participate.

13.6 Exclusive Lifecycle Remedies. The rights and remedies set out in this clause constitute Customer's sole remedies in relation to product changes, software changes, product discontinuance, end-of-life decisions, third-party component withdrawals and Recall Campaigns, subject to any rights that cannot be excluded under applicable law.

14. Inspection & Factory Tests. Supplier will apply its normal quality control procedures in manufacturing Products and developing Software. Supplier shall attempt to accommodate requests by Customer to witness, at Customer's sole cost and expense, Supplier's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

15. Confidentiality.

15.1 Supplier and Customer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with this Contract. Supplier and Customer agree that all Software and Data delivered by Supplier to Customer, as well as the Contract Fees or other associated fees for Products, Software and Services shall be considered Supplier's Confidential Information. Except as set forth below, Supplier and Customer shall keep confidential, and not disclose or use for any purpose other than performance of the Contract and use of Products and Services, any Confidential Information of the other Party.

15.2 Paragraph 15.1 shall not restrict the Receiving Party from disclosing Confidential Information as follows: (a) Supplier may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors and tax advisors; (c) Customer may disclose Confidential Information to lenders as necessary for Customer to secure or retain financing needed to perform its obligations under the Contract; (d) a Receiving Party may disclose Confidential Information

to any other third party with the prior written permission of Disclosing Party; (e) the Receiving Party may disclose Confidential Information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides the Disclosing Party with written notice of the discovery request such that the Disclosing Party is able to seek a protective order or other appropriate remedy and cooperates with the Disclosing Party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the Receiving Party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; and (f) to the extent necessary to enforce the Receiving Party's rights under the Agreement. For each of these exceptions (a)-(f) to the general non-disclosure rule set forth in 15.1 to apply, the Receiving Party must obtain a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Supplier may also retain one archive copy of Customer's Confidential Information.

15.3 The obligations under this Section 15 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; or (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information.

15.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Customer nor Supplier shall make any public announcement about the Contract without prior written approval of the other party.

15.5 Nothing in this Section 15 grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party. As to any individual item of Confidential Information, the restrictions of this Section 15 shall expire the earlier of ten (10) years after the date of disclosure or five (5) years after termination or expiration of the Contract. This Section does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

16. Governing Law and Dispute Resolution.

16.1 **Governing Law.** The Contract, these Terms and any dispute, controversy or claim arising out of or in connection with them, including any question regarding their formation, existence, validity, interpretation, performance, breach or termination, whether arising in contract, tort (including negligence), equity, statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) does not apply to the Contract.

Unless otherwise expressly agreed in writing, the latest published version of the INCOTERMS issued by the International Chamber of Commerce in force at the date of the Contract shall apply to the interpretation of any delivery terms used in the Contract.

16.2 **Good Faith Negotiation.** If a dispute arises out of or in connection with the Contract, either party may give written notice to the other party describing the nature of the dispute and the relief sought. Within fourteen (14) days after receipt of the notice, representatives of each party having authority to settle the dispute shall meet and use reasonable endeavours to resolve the dispute in good faith.

16.3 **Mediation.** If the dispute is not resolved within thirty (30) days after the notice referred to in clause 16.2, either party may submit the dispute to mediation. The mediation shall be conducted in Melbourne, Victoria, Australia, in accordance with the mediation rules of the Australian Centre for International Commercial Arbitration (ACICA) in force at the time the mediation is commenced. Unless otherwise agreed by the parties, the mediation shall be conducted in English.

16.4 **Arbitration.** If the dispute is not resolved within thirty (30) days after the commencement of mediation, or such longer period as the parties may agree in writing, the dispute shall be finally resolved by arbitration administered by ACICA in accordance with the ACICA Arbitration Rules in force at the commencement of the arbitration. The seat of arbitration shall be Melbourne, Victoria, Australia. The language of the arbitration shall be English. The tribunal shall consist of: (a) one arbitrator where the total amount in dispute is less than AUD \$5,000,000; and (b)

three arbitrators where the total amount in dispute is AUD \$5,000,000 or greater. Where three arbitrators are appointed, each party shall nominate one arbitrator and the two party-appointed arbitrators shall nominate the presiding arbitrator in accordance with the ACICA Arbitration Rules. The arbitral award shall be final and binding upon the parties and may be enforced in any court having jurisdiction.

- 16.5 Confidentiality.** Except to the extent required by law, regulation, any stock exchange requirement, or for the enforcement of an arbitral award, the parties shall keep confidential: (a) the existence of any dispute; (b) all negotiations, mediations and arbitration proceedings; (c) all submissions, evidence and materials exchanged during the dispute resolution process; and (d) any decision, determination or award. The parties may disclose such information to their Affiliates, legal advisers, auditors, insurers, financiers and professional advisers provided such persons are subject to confidentiality obligations no less restrictive than those contained herein.
- 16.6 Urgent and Interim Relief.** Nothing in this clause prevents either party from seeking urgent interlocutory, injunctive, equitable, conservatory or similar relief from any court of competent jurisdiction. Without limitation, either party may seek such relief for the protection of: (a) Confidential Information; (b) Intellectual Property Rights; (c) Software, Data and source code; (d) trade secrets; (e) property rights; or (f) the preservation of assets or evidence.
- 16.7 Supplier Recovery Rights.** Notwithstanding clauses 16.2 to 16.4, Supplier may commence proceedings in any court of competent jurisdiction: (a) to recover undisputed amounts due and payable under the Contract; (b) to enforce any security, guarantee, indemnity or other credit support provided in connection with the Contract; (c) to protect or enforce Intellectual Property Rights; (d) to enforce confidentiality obligations; or (e) where interim, interlocutory or conservatory relief is reasonably required. The commencement of such proceedings shall not constitute a waiver of any right to arbitrate any other dispute arising under the Contract.
- 16.8 Protection of Confidential Information During Proceedings.** Where a party seeks disclosure of Confidential Information during any mediation, arbitration or court proceeding relating to the Contract, the parties shall cooperate in good faith to implement appropriate measures to protect the confidentiality of such information. Such measures may include confidentiality undertakings, confidentiality orders, restricted access orders, sealed records, and redaction of sensitive information or equivalent arrangements where appropriate. Notwithstanding the foregoing, neither party shall be required to disclose proprietary pricing methodologies, internal cost structures, profit margins, source code, trade secrets or other highly confidential commercial information except to the extent required by applicable law, the applicable tribunal or a court of competent jurisdiction.
- 16.9 Continued Performance.** Unless the Contract has been terminated or performance has been validly suspended under its terms, the parties shall continue to perform their respective obligations under the Contract during the resolution of any dispute, to the extent reasonably practicable.
- 16.10 Survival.** This clause survives termination, rescission, expiry or completion of the Contract.
- 17. Nuclear Use.** Products, Software and Services provided by Supplier are not intended for use in connection with any nuclear facility or activity, and Customer warrants that it shall not use or permit others to use Products, Software or Services for such purposes, without the advance written consent of Supplier. If, in breach of this, any such use occurs, Supplier (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Supplier, Customer shall indemnify and hold Supplier (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Supplier to any such use, if any, will be conditioned upon additional terms and conditions that Supplier determines to be acceptable for protection against nuclear liability
- 18. Privacy, Personal Data and Security.**
- 18.1 Definitions.**
 In this clause:
- Applicable Privacy Laws* means all applicable laws relating to privacy, data protection, cybersecurity, data breach notification and the processing of Personal Data that apply to a party, including any laws implementing or replacing such legislation from time to time.
- Controller, Processor, Personal Data, Personal Data Breach, processing and similar terms* shall have the meanings given to them under the Applicable Privacy Laws, to the extent such concepts are recognised by those laws.
- 18.2 Compliance with Privacy Laws.** Each party shall comply with Applicable Privacy Laws in connection with the performance of its obligations under the Contract.
- 18.3 Allocation of Roles.** To the extent Supplier processes Personal Data on behalf of Customer in connection with performance of the Contract: (a) Customer acts as Controller, Business or equivalent person responsible for determining the purposes and means of processing; and (b) Supplier acts as Processor, Service Provider or

equivalent service provider. Nothing in this clause prevents Supplier from acting as an independent Controller in relation to Personal Data that it collects or processes for its own lawful business purposes.

- 18.4 Customer Responsibilities.** Customer warrants that it has obtained all notices, consents, permissions and legal bases required under Applicable Privacy Laws to enable: (a) disclosure of Personal Data to Supplier; (b) processing by Supplier; and (c) any authorised cross-border transfer of Personal Data. Customer remains responsible for the accuracy, quality and legality of Personal Data supplied to Supplier.
- 18.5 Supplier Processing Obligations.** Where Supplier processes Personal Data on behalf of Customer, Supplier shall: (a) process Personal Data only for the purposes of performing the Contract, complying with applicable law, or as otherwise permitted by Applicable Privacy Laws; (b) implement and maintain reasonable and appropriate technical and organisational measures designed to protect Personal Data against unauthorised access, disclosure, alteration, destruction or loss; (c) ensure that personnel authorised to process Personal Data are subject to confidentiality obligations; (d) notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on Customer's behalf; (e) provide reasonable assistance, at Customer's cost, to enable Customer to respond to Data Subject requests or regulatory obligations where legally required; and (f) upon termination of the Contract and at Customer's written request, return or securely destroy Personal Data, except where retention is required by law or legitimate record-retention practices.
- 18.6 Sub-processors.** Customer authorises Supplier to engage Affiliates and third-party service providers as sub-processors. Supplier shall ensure that any sub-processor engaged to process Personal Data on behalf of Customer is subject to contractual obligations that provide a level of protection substantially equivalent to those contained in this clause. Supplier remains responsible for the acts and omissions of its sub-processors to the extent required by Applicable Privacy Laws.
- 18.7 International Data Transfers.** Customer acknowledges that Supplier, its Affiliates and sub-processors may process Personal Data in multiple jurisdictions. Each party shall take such measures as are reasonably necessary under Applicable Privacy Laws to permit lawful cross-border transfers of Personal Data.
- 18.8 Audits and Compliance Information.** Upon reasonable written request and no more than once in any twelve-month period, Supplier shall make available information reasonably necessary to demonstrate compliance with this clause. Supplier may satisfy this obligation by providing copies of relevant certifications, independent audit reports, security assessments or similar documentation. Customer shall not conduct on-site audits except where required by Applicable Privacy Laws and following reasonable prior notice.
- 18.9 Product and Cybersecurity Investigations.** Customer shall reasonably cooperate with Supplier in the investigation, remediation and response to any actual or suspected cybersecurity event involving the Products, Software or Services. Such cooperation may include preserving evidence, providing access to relevant logs and system information, and assisting with forensic investigations where reasonably required.
- 18.10 Customer Security Obligations** Customer is responsible for implementing and maintaining reasonable and appropriate administrative, technical and physical safeguards relating to: (a) its systems and networks; (b) the Products and Software; (c) access credentials and authentication controls; and (d) information used in connection with the Products and Software. Customer shall comply with applicable cybersecurity laws, regulations and industry standards relevant to its use of the Products and Software. Customer shall not interfere with, disable, circumvent or attempt to bypass any security feature or protective measure incorporated into the Products or Software.
- 18.11 Cybersecurity Events.** Customer shall notify Supplier as soon as reasonably practicable after becoming aware of any cybersecurity event that materially affects, or may materially affect, the Products, Software or Services. Customer shall take reasonable steps to: (a) investigate the event; (b) contain and mitigate its effects; (c) preserve relevant forensic evidence; and (d) minimise any impact on the Products, Software or Services.
- 18.12 Supplier Security Measures.** Supplier shall maintain commercially reasonable information security measures appropriate to the nature of the Products, Software and Services and the risks associated with their use. Supplier does not warrant that any Product, Software or Service will be immune from all cybersecurity threats, vulnerabilities, unauthorised access attempts or malicious activities.
- 18.13 Limitation of Security Obligations.** Except as expressly stated in the Contract, Supplier does not undertake responsibility for: (a) Customer's network security; (b) Customer's compliance with any particular cybersecurity framework or regulatory requirement; (c) third-party systems or infrastructure; or (d) cybersecurity measures outside Supplier's control. Customer is responsible for determining whether the Products, Software and Services satisfy its legal, regulatory, operational and cybersecurity requirements.
- 18.14 Survival.** This clause survives termination or expiry of the Contract.
- 19. Site Access, Health, Safety and Environmental Matters.**
- 19.1 Site Safety and Access.** Where Supplier performs Services at a Site controlled by Customer, Customer shall: (a) provide Supplier and Supplier Personnel with safe and lawful access to the Site; (b) ensure, so far as reasonably practicable, that the Site, access routes, facilities and working environment are safe and without risks to health and

safety; (c) comply with all applicable health, safety, environmental and security laws and requirements relating to the Site; (d) provide Supplier, prior to commencement of the Services, with all relevant Site rules, health and safety requirements, security procedures and emergency response procedures; (e) inform Supplier of any known hazards, risks, hazardous substances, hazardous materials, contaminated land, asbestos, restricted areas or other conditions that may affect the performance of the Services; (f) provide any inductions, permits, escorts, clearances, access authorities or other Site-specific requirements reasonably necessary for Supplier Personnel to perform the Services; and (g) provide reasonable access to emergency response facilities and procedures available at the Site.

19.2 Supplier Right to Suspend for Safety Reasons. Supplier may inspect and review Site conditions and applicable health, safety, security and environmental procedures at any time. If Supplier reasonably determines that: (a) Site conditions are unsafe; (b) Supplier Personnel may be exposed to unacceptable health, safety, environmental or security risks; (c) a hazardous material or hazardous condition exists; (d) security risks, civil unrest, terrorism or other threats materially affect the safety of Supplier Personnel; or (e) Customer has failed to comply with its obligations under this clause, Supplier may, without liability: (i) suspend the affected Services; (ii) remove or evacuate Supplier Personnel from the Site; (iii) refuse access to the Site; (iv) require additional safety measures to be implemented before work recommences; or (v) perform the Services remotely where reasonably practicable. Any resulting delay shall constitute a Force Majeure Event or Customer-Caused Delay (as applicable), and Supplier shall be entitled to an extension of time and reimbursement of its reasonable additional costs.

19.3 Hazardous Materials. Customer shall promptly notify Supplier of any actual or suspected presence of Hazardous Materials at the Site. Supplier shall have no obligation to handle, remove, treat, transport, remediate or dispose of Hazardous Materials unless expressly agreed in writing. If Hazardous Materials are identified during performance of the Services, Supplier may immediately suspend the affected Services and Customer shall reimburse Supplier for all resulting delays, demobilisation costs, remobilisation costs and additional expenses reasonably incurred.

19.4 Hazardous Materials Indemnity. Customer shall indemnify Supplier, its Affiliates, subcontractors and Supplier Personnel against all claims, liabilities, losses, damages, costs

20. General.

20.1 Assignment, Novation and Subcontracting. Supplier may, without Customer's consent: (a) assign, transfer, novate or otherwise deal with any of its rights or obligations under the Contract to: (i) any Affiliate of Supplier; (ii) any successor in title to Supplier's business; (iii) any purchaser of all or substantially all of the assets, business or undertaking to which the Contract relates; or (iv) any other entity resulting from a merger, restructure or corporate reorganisation involving Supplier; (b) assign or transfer any right to receive payment under the Contract, including for financing, securitisation, debt collection or receivables factoring purposes; and (c) subcontract any portion of its obligations under the Contract. Supplier remains responsible for the performance of any obligations subcontracted by it. Customer shall not assign, transfer, novate, subcontract or otherwise deal with any of its rights or obligations under the Contract without Supplier's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment, novation or transfer by Customer in breach of this clause shall be void.

20.2 Change of Control. Customer shall promptly notify Supplier of any Change of Control. For the purposes of this clause, Change of Control means any transaction or series of transactions resulting in: (a) the direct or indirect ownership of more than fifty percent (50%) of the voting rights in Customer changing; (b) a person obtaining the power to control the management or policies of Customer; or (c) the sale of all or substantially all of Customer's assets. Following a Change of Control, Supplier may, acting reasonably: (i) require adequate assurances regarding Customer's financial capacity and performance capability; (ii) require additional payment security or other credit support; (iii) implement reasonable measures to protect Confidential Information and Intellectual Property Rights; or (iv) terminate the Contract upon written notice if Supplier reasonably determines that the Change of Control materially increases its legal, financial, commercial, compliance or reputational risk.

20.3 Severability. If any provision of the Contract is held to be illegal, invalid, void or unenforceable in whole or in part, that provision shall be severed to the extent necessary, and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any illegal, invalid, void or unenforceable provision with a valid and enforceable provision that most closely achieves the original commercial intent of the parties.

20.4 Survival. Without limiting any provision that by its nature is intended to survive termination or expiry, the following clauses survive termination, expiry, rescission or completion of the Contract: (a) payment obligations accrued prior to termination; (b) warranties and warranty remedies; (c) limitation of liability; (d) intellectual property rights; (e) software and data licences and restrictions; (f) confidentiality obligations; (g) privacy and data protection

obligations; (h) indemnities; (i) dispute resolution provisions; and (j) any other provision which expressly or by implication survives termination.

- 20.5** **Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, communications, representations, understandings, proposals and agreements relating to