

IMPORTANT

Access to and use of the Spectur User Interface is provided on and subject to you accepting the terms and conditions of this End User Licence Agreement (**EULA**) in full.

This EULA an important document and should be read in its entirety before accessing and using the Spectur User Interface. It provides you with important information concerning the Spectur User Interface.

This EULA includes (among other things) provisions:

- regarding the collection, use, storage and other dealings with your data by Spectur, including in relation to artificial intelligence;
- limiting Spectur’s liability in certain circumstances;
- under which Spectur may suspend access and use of the Spectur User Interface in certain circumstances;
- under which Spectur may terminate the EULA on notice to you;
- regarding Spectur’s right to make amendments to this EULA.

Spectur’s products and systems may, **but are not guaranteed to**, provide warnings or notifications (audible or otherwise), or deter unlawful activities or unauthorised access to certain areas.

By accessing or using the Spectur User Interface, you will be taken to accept and agree to this EULA in full, and a legally binding contract between you and Spectur will come into effect on the terms and conditions of this EULA.

Do not proceed to access or use the Spectur User Interface if you do not wish to accept and become bound by this EULA.

1. ACCEPTANCE AND FORMATION OF CONTRACT

1.1 The User will be deemed to:

- (a) have accepted the terms and conditions of this EULA, and to be bound by and comply with the same; and
- (b) acknowledge that by doing so, a legally binding contract between the User and Spectur is formed on the terms and conditions of this EULA,

if the User does any of the following:

- (c) the User signs in and/or uses the Spectur User Interface; or
- (d) the User clicks on an on-screen icon (for example, "I accept" or "I agree" button) to accept this EULA.

1.2 The provisions of any Contract will prevail to the extent of any conflict or inconsistency with the provisions of the EULA.

2. GRANT OF LICENCE

2.1 Spectur grants the User a limited, non-transferable, non-assignable, non-exclusive, revocable licence to access and use the Spectur User Interface on a Compatible Device that the User owns or controls, on and subject to:

- (a) the terms and conditions of this EULA; and
- (b) to the extent applicable, the usage rules of the relevant Third-Party Provider of the Compatible Device,

(Licence).

2.2 This EULA applies to updates or supplements to the original Spectur User Interface provided by or on behalf of Spectur, unless Spectur provides other terms along with the update or supplement. Such other terms will prevail to the extent of a

conflict or inconsistency with these terms and conditions of the EULA.

3. GENERAL OBLIGATIONS

3.1 Unless expressly authorised by Spectur to do so, the User must not do any one or more of the following, and any attempt to do so is void, except and to the extent expressly permitted by Spectur:

- (a) make or distribute copies of the Spectur User Interface or any part of it;
- (b) transfer the Spectur User Interface from one device to another, or distribute or make the Spectur User Interface available over a network where it could be used by multiple devices at the same time;
- (c) decompile, reverse engineer, disassemble, include in other software, or translate the Spectur User Interface;
- (d) modify, alter, change or otherwise make any modification to the Spectur User Interface or create derivative works based upon the Spectur User Interface;
- (e) resell, sublicense, assign, distribute or otherwise transfer the Spectur User Interface or the Licence;
- (f) purport to grant any third-party access to or use of the Spectur User Interface; or
- (g) remove, modify or obscure Spectur’s or a Master Licensee’s copyright, trade mark or other proprietary notices from any of the materials displayed on or downloaded from the Spectur User Interface without the express, written consent of Spectur.

3.2 Spectur may, by written notice to the User, specify rules for the access to and use of the Spectur User Interface. The User’s right

to access to, and use of, the Spectur User Interface will be conditional upon the User complying with any such rules.

3.3 The User must only use the Spectur User Interface for a lawful purpose. The User will be responsible for complying with all applicable laws in relation to its use of the Spectur User Interface.

3.4 The User must not use, and must not permit or allow any third-party to use, the Spectur User Interface in any way that is not expressly authorised under this EULA or a Contract.

3.5 The User must not, and must take all reasonable steps to prevent, the upload of any Viruses to the Spectur User Interface.

3.6 The User must not:

- (a) seek to bypass any feature of the Spectur User Interface which controls or restricts access to particular functions, applications, services or features;
- (b) access and/or use the Spectur User Interface through autonomous programmes; or
- (c) alter the display of items on, or appearance of, the Spectur User Interface.

4. LOGIN DETAILS

4.1 The User acknowledges that their Login Details are unique and should be kept confidential.

4.2 The User is responsible for maintaining the security and confidentiality of their Login Details.

5. MAINTENANCE AND AVAILABILITY

5.1 The Spectur User Interface is provided to the User on an “as is”, “as available” and “where is” basis, without any warranty of any kind other than those expressly stated in this EULA or Mandatory Rights.

5.2 Spectur may update, amend or replace the Spectur User Interface or any aspect of it from time to time as it considers appropriate or necessary, including conducting website, firmware and/or software updates.

5.3 The User must perform or execute all updates to, or download all new versions of, the Spectur User Interface as directed by Spectur.

5.4 Spectur may perform any maintenance, servicing or update to the Spectur User Interface, with or without notice. Such maintenance, servicing or update may render the Spectur User Interface temporarily inoperable.

5.5 Spectur does not warrant:

- (a) that the operation of the Spectur User Interface will be uninterrupted or error free; or
- (b) against Loss caused by accident, abuse or misapplication of the Spectur User Interface by the User or any third-party.

5.6 To the extent permitted by law, Spectur is not liable, and the User must not make any Claim against Spectur, for any Loss suffered or incurred by the User or any third-party whatsoever as a result of:

- (a) the Spectur User Interface or other equipment being inoperable, including whilst undergoing maintenance, servicing or updates by Spectur; or
- (b) any inoperability, malfunction or error in the systems, equipment or infrastructure of third-party telecommunications service providers, internet service

providers, data storage providers, or other third-party providers of services used in conjunction with the Spectur User Interface.

6. MINIMUM SYSTEM REQUIREMENTS

The User acknowledges that the Spectur User Interface must be accessed and used on a Compatible Device in accordance with any minimum system/operating requirements as notified by Spectur from time to time.

7. INTERNET ACCESS AND DATA

7.1 The User acknowledges that access to the internet and a reliable internet connection is required to access and use the Spectur User Interface. For the purpose, the User is responsible for procuring appropriate internet access from a telecommunications service provider or internet service provider, at the User’s own cost. Spectur is not liable for any telecommunications, internet usage or similar costs and expenses that the User incurs while using the Spectur User Interface.

7.2 The User acknowledges that the Spectur User Interface may enable access to other software applications, third-party services and websites, the use of which may require internet access and additional terms of service. The User may be required to use third-party services referred to in this clause at the User’s sole cost and risk. To the maximum extent permitted by law, Spectur is not liable for any Loss that the User may suffer or incur for content that may be found to be offensive, indecent or objectionable.

8. CONSENT TO DATA COLLECTION

8.1 The User agrees that Spectur may collect, store and use technical data in relation to use and operation of the Spectur User Interface, including in relation to software, firmware and hardware utilised in conjunction with the Spectur User Interface, and peripherals. Such technical data may be collected on an ongoing or periodical basis, to improve functionality and/or operability of the Spectur User Interface, facilitate the provision of updates, product support and other services to the User or any third-parties (if any) related to the Spectur User Interface.

8.2 Spectur may use such technical data on a de-identified basis at its discretion, including to improve Spectur’s products or to provide services or technologies to the User or other users of the Spectur User Interface.

8.3 The User agrees that Spectur may collect, store, process, analyse, use and disclose personal information about the User in accordance with Spectur’s Privacy Policy, a copy of which can be obtained free-of-charge at <https://spectur.com.au/privacy-policy> or by request to Spectur at sales@spectur.com.au. Without limiting this, Spectur may disclose the User’s personal information:

- (a) to a Third-Party Provider where such disclosure is required to facilitate or improve the User’s access to or use of the Spectur User Interface; or
- (b) where such disclosure is required by applicable law or is to a Governmental Agency (including law enforcement or emergency services agencies).

8.4 To the extent the User’s use of the Spectur User Interface requires it, the User is responsible for providing notice to, and obtaining consents from, individuals regarding the collection, storage, processing, analysing, use and disclosure of their personal information through the use of the Spectur User Interface.

8.5 The User acknowledges and agrees that it is the User’s sole responsibility to comply with all applicable privacy laws (including

the *Privacy Act 1988* (Cth) of Australia and the *Privacy Act 2020* of New Zealand) when using the Spectur User Interface. The User agrees to indemnify Spectur in respect of any Loss incurred or suffered by Spectur as a result of a breach of such privacy laws, or in relation to a Claim for breach of privacy, related to the User's use of the Spectur User Interface, howsoever arising.

9. SURVEILLANCE LAWS

9.1 The User acknowledges and agrees that:

- (a) the use of and access to the Spectur User Interface in conjunction with a surveillance device may be subject to surveillance device legislation and associated laws (**Surveillance Laws**), including the *Surveillance Devices Act 1998* (WA) or equivalent laws in other relevant jurisdictions;
- (b) Spectur does not provide any advice to the User in relation to the legal or regulatory requirements (including Surveillance Laws) applicable to the User's access to and use of the Spectur User Interface with a surveillance device; and
- (c) the User is responsible for identifying applicable Surveillance Laws and procedures for compliance with those laws.

9.2 The User must comply at all times with applicable Surveillance Laws in relation to the User's access to and use of the Spectur User Interface in conjunction with a surveillance device. The User indemnifies Spectur from and against any Loss suffered or incurred by Spectur in relation to any failure by the User to do so.

10. SYSTEM DATA

10.1 Subject to any Contract:

- (a) ownership of all System Data jointly vests in the Customer;
- (b) the Customer grants to Spectur a perpetual, irrevocable, worldwide, royalty-free, fee-free, assignable, sub-licensable licence to collect, store, use and exploit the System Data, including for the purposes of a Contract;
- (c) Spectur may, but is not obliged to, store System Data at its discretion, including by using cloud computing storage services (e.g. Microsoft Azure), in-house servers, offsite servers, or in any other manner as Spectur may determine;
- (d) Spectur may archive indefinitely or, after any minimum retention period specified in a Contract, permanently delete any System Data at any time. and at its sole discretion;
- (e) Spectur does not guarantee that any System Data will be stored, held or archived such that the User may access it;
- (f) Spectur is not liable for any corruption or degradation of any System Data.

10.2 If the User request Spectur to retrieve any undeleted System Data from archive, Spectur may charge the User a reasonable retrieval fee for doing so.

11. USE OF ARTIFICIAL INTELLIGENCE

The User acknowledges and agrees that:

- (a) certain features of the Spectur User Interface and related systems may utilise Artificial Intelligence;

- (b) Spectur may use and store Artificial Intelligence content that is processed by each of the Artificial Intelligence features and services to maintain and provide the applicable Artificial Intelligence feature or service (including development and improvement of such Artificial Intelligence feature or service and its underlying technologies);
- (c) Spectur may store such Artificial Intelligence content outside the region where the User is using such Artificial Intelligence feature or service, solely in relation to the development and improvement described in clause 11(b); and
- (d) the output generated by Artificial Intelligence is probabilistic and should be checked by the User for accuracy, including by employing human review of such output.

12. THIRD-PARTY PROVIDER TERMS

12.1 This clause 12 applies where the User intends to access and use the Spectur User Interface in conjunction with a Third-Party Provider's software application, product or system.

12.2 This EULA, and the Licence granted under it, is concluded between the User and Spectur only, and not with a Third-Party Provider.

12.3 Spectur, and not the Third-Party Provider, is solely responsible for the Spectur User Interface and the content of the Spectur User Interface.

12.4 The User and Spectur acknowledge that the Third-Party Provider does not have any obligation to provide any maintenance and support services in relation to the Spectur User Interface.

12.5 To the maximum extent permitted by law, the Third-Party Provider does not have any warranty obligations whatsoever with respect to the Spectur User Interface.

12.6 The User and Spectur acknowledge that, in the event of any other third-party Claim that the Spectur User Interface or the User's access to or use of the Spectur User Interface infringes that other third-party's Intellectual Property Rights, Spectur and not the Third-Party Provider, will be solely responsible for the investigation, defence, settlement and discharge of any such Claim.

12.7 The User must maintain and update all operating systems or software applications (e.g. Apple iOS, Google Android etc) as directed or as required by the Third-Party Provider (or otherwise, Spectur).

12.8 The User acknowledges and agrees that a Third-Party Provider and its subsidiaries are third-party beneficiaries of this EULA, and that, upon the User's acceptance of this EULA, the Third-Party Provider will have the right (and will be deemed to have accepted the right) to enforce the provisions of this EULA which reference the Third-Party Provider, against the User.

13. USER'S ACKNOWLEDGEMENTS

The User acknowledges and agrees that:

- (a) Spectur products and systems are intended to assist its customers with safety, warning, security, surveillance and related applications in relation to geographical areas near where its products are installed;
- (b) Spectur products and systems may, but are not guaranteed to, provide warnings via visual and audible methods, 2-way communications and/or situational awareness for its

- customers, but Spectur does guarantee that these functions will be effective in most circumstances;
- (c) Spectur products and systems may, but are not guaranteed to, deter persons from unauthorised access to, or engaging in unlawful conduct in, certain geographical areas near whether its products are installed, or reduce the risk of the same;
 - (d) if an unauthorised access or other security breach event is detected by Spectur products or systems, the system may attempt to contact and send images to designated representatives of the User, but Spectur cannot guarantee that the User will be contacted or will ultimately receive the images;
 - (e) Spectur does not give any warranty or representation, or make any other stipulation, about the effectiveness or otherwise of its products and systems in relation to the apprehension, identification or curtailment of illegal, unauthorised or unwanted activities by persons not permitted to be on any particular geographical areas at the time an event or events are recorded; and
 - (f) any information provided by Spectur to its customers or the User in relation to safety systems, security systems, security monitoring services, security personnel, property modifications or similar matters is not a recommendation or advice by Spectur.
- 14. LIABILITY**
- 14.1 Access to and use of the Spectur User Interface is at the User’s sole risk.
- 14.2 Spectur does not give any warranty or make any representation in relation to the Spectur User Interface other than Mandatory Rights or those expressly set out in this EULA, each of which is personal to the User and not capable of assignment or transfer.
- 14.3 Spectur will not be liable to the User:
- (a) for any Excluded Loss in relation to the Spectur User Interface or otherwise, regardless of whether such Excluded Loss was in the contemplation of the parties at the time of entering into this EULA;
 - (b) for any loss of or damage to property, including due to the failure of a Spectur product or system to activate or issue a notification; or
 - (c) to the extent any liability is directly or indirectly caused by:
 - (i) any default or negligence on the part of the User; or
 - (ii) acts or omissions of third-parties.
- 14.4 To the maximum extent permitted by law, Spectur’s maximum aggregated liability to the User in relation to this EULA, the Spectur User Interface, or any Contract (whether under statute, under common law (including negligence) or in equity) is limited to the higher of:
- (a) the total amount payable by the User under a Contract, if any;
 - (b) the aggregate amount paid or payable by the User for products and services supplied by Spectur in the 6 month period prior to the relevant liability accruing; and
 - (c) the proceeds of insurance received or payable under an insurance policy held by Spectur in respect of such liability.
- 14.5 Spectur’s liability will not be limited by clause 14.4 in relation to:
- (a) any breach of this EULA by Spectur which was known by it at the time of the breach, to be a breach in the circumstances, but intentionally done or persisted with by Spectur in reckless indifference as to the likely consequences of the breach; or
 - (b) any fraudulent or criminal act by Spectur.
- 14.6 Spectur’s liability under this EULA will be reduced proportionately to the extent that any act or omission of the User or any third-party whom Spectur does not control, has caused or contributed to a Loss.
- 14.7 To the maximum extent permitted by law, the User’s remedies in relation to any cause of action that the User may have against Spectur in relation to this EULA and the Spectur User Interface will be limited to damages.
- 14.8 The User indemnifies Spectur, and holds Spectur harmless from and against, all Losses incurred or suffered by Spectur directly or indirectly in relation to the User’s access to or use of the Spectur User Interface, including any breach of this EULA. Such indemnity does not apply to the extent any Loss is directly caused by Spectur’s negligence or default.
- 14.9 To the extent permitted by law, Spectur’s liability for breach of a Mandatory Right in relation to this EULA or the Spectur User Interface will be limited to the repair or replacement of the Spectur User Interface, the supply of an equivalent user interface, or payment of the cost of doing so, at Spectur’s discretion.
- 14.10 Spectur will not be liable to the User, and the User must not make any Claim against Spectur in relation to, any Loss suffered or incurred by the User related to any act, omission or representation on the part of a Master Licensee.
- 15. OWNERSHIP AND INTELLECTUAL PROPERTY**
- 15.1 Subject to clause 15.3, Spectur remains the legal and beneficial owner of the Spectur User Interface and all related Intellectual Property Rights, including any improvements, adaptations or modifications of the same. Nothing in this EULA or otherwise provides, or is intended to provide, the User with any legal or beneficial ownership interest in the Spectur User Interface (including any associated Intellectual Property Rights) whatsoever.
- 15.2 Spectur reserves all rights not specifically granted under the Licence, including in relation to Intellectual Property Rights anywhere in the world.
- 15.3 If any part of the EULA is operated by Spectur under a licence granted by a third-party licensor, that licensor remains the legal and beneficial owner of such part.
- 15.4 The User must not (nor permit, allow or cause any third-party to) copy, reproduce, reverse engineer or duplicate the Spectur User Interface or any part of it. The User indemnifies Spectur in relation to any Loss suffered or incurred by Spectur directly or indirectly resulting from a breach of this clause by the User.
- 15.5 For the purpose of this clause 15, Spectur acts in its own right and as agent for and on behalf of each of its Affiliates, and it may enforce this clause 15 on behalf of and for the benefit of each such Affiliate.
- 16. SUSPENSION**
- Spectur may suspend the User’s rights under the Licence if:
- (a) the User fails to comply with this EULA or any Contract;

- (b) the use of the Spectur User Interface threatens the security or operability of the Spectur User Interface or any Third-Party Provider's services; or
- (c) legal or regulatory conditions prohibit Spectur from providing the Spectur User Interface.

17. TERM AND TERMINATION

- 17.1 This EULA is effective until terminated by the User, Spectur or, if applicable, a Master Licensee, in accordance with its terms
- 17.2 Either party may terminate this EULA for convenience by providing the other party with at least 30 days' prior written notice.
- 17.3 A party (**Terminating Party**) may terminate this EULA immediately by giving the other party written notice to that effect if any of the following events occurs:
 - (a) the other party breaches a material term of this EULA and fails to remedy that breach within 10 Business Days of written notice to do so from the Terminating Party, if such breach is capable of remedy;
 - (b) the other party breaches a material term of this EULA and such breach is not capable of being remedied; or
 - (c) the other party suffers an Insolvency Event.
- 17.4 Upon termination of this EULA, the User must cease all access and use of the Spectur User Interface.
- 17.5 Termination of this EULA will be without prejudice to any rights, Claims or remedies that accrued in relation to the period prior to the date termination becomes effective.

18. AMENDMENTS TO EULA

- 18.1 Spectur reserves the right to review, update or amend this EULA at any time.
- 18.2 Spectur will give the User at least 10 Business Days' prior written notice of any material update or amendment to this EULA, unless Spectur is unable to because of changes in applicable laws.
- 18.3 If Spectur amends this EULA:
 - (a) that amendment will take effect from earlier of:
 - (i) the date the User accepts and agrees to the amendment; and
 - (ii) otherwise, 10 Business Days (or such later date specified in the notice) from the date of such notice;
 - (b) the User is not obliged to accept the amendment;
 - (c) the User may, within 10 Business Days from the date of such notice, give notice to Spectur that it does not agree to the amendment and that it wishes to terminate the EULA; and
 - (d) if a termination notice is given under clause 18.3(c), the EULA will terminate on the date falling 5 Business Days from such notice.
- 18.4 If the User keeps using the Spectur User Interface after an amendment to this EULA takes effect under clause 18.2, the User will be deemed to have accepted and agreed that amendment, and it is legally binding on the User.

19. GENERAL PROVISIONS

- 19.1 **Governing law:** This EULA is governed by the laws applicable in Western Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia. Any dispute or legal proceedings in relation to this EULA must be held in Perth, Western Australia.
- 19.2 **Assignment:** A party must obtain the prior written consent of the other party before it transfers, assigns, novates or otherwise disposes of a right or obligation under this EULA. Notwithstanding, Spectur may assign or novate all rights and obligations under this EULA to any of its Affiliates, or to any purchase of Spectur's business, by giving the User written notice to that effect, and provided such Affiliate or purchaser (by deed in favour of the User) undertakes to be bound by and comply with Spectur's obligations under this EULA.
- 19.3 **Cumulative rights:** Spectur's rights under this EULA are in addition to its rights at law.
- 19.4 **Severability:** If any provision of this EULA is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this EULA to the minimum extent necessary and to the intent that the remaining provisions of this EULA remain in full force and effect.
- 19.5 **Entire agreement:** This EULA constitutes the entire agreement between the parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this EULA.
- 19.6 **Survival:** The warranties in this EULA survive the termination of this EULA. Each indemnity in this EULA survives the performance of obligations relating to this EULA and the termination of this EULA. To the extent that a party has not satisfied an obligation under this EULA or that obligation is a continuing obligation, that obligation survives the termination of this EULA.
- 19.7 **Further assurances:** Each party at its own expense must do everything necessary to give full effect to this EULA.
- 19.8 **Relationship:** The parties acknowledge and agree that the relationship between them is that of principal and contractor. Nothing in this EULA constitutes, or will be deemed to constitute, a relationship of agency, partnership or employment between the parties.
- 19.9 **Subcontracting:** Spectur may engage subcontractors (including Affiliates of Spectur) to perform any of Spectur's obligations under this EULA.
- 19.10 **Communications:** Each communication (including each notice, consent, approval, request and demand) given by a party to another party in relation to this EULA:
 - (a) must be in writing and in the English language;
 - (b) must be signed by the party making it or by that party's lawyer, attorney, director, secretary or authorised agent;
 - (c) subject to clause 19.10(d), must be delivered by hand, sent by prepaid post or sent by email to the recipient party;
 - (d) may be delivered using an electronic messenger or notification system made available through the Spectur User Interface, subject to any conditions as advised by Spectur;
 - (e) subject to clause 19.10(d), must be sent using the contact details in clause 22, or that are otherwise notified by Spectur from time to time; and

- (f) is taken to be received by the recipient party:
 - (i) in the case of delivery by hand, upon delivery;
 - (ii) in the case of prepaid post sent to a recipient party in the same country as the sending party, on the date of actual receipt or otherwise the 3rd Business Day after the date of posting;
 - (iii) in the case of prepaid post sent to a recipient party in another country to the sending party, on the date of actual receipt or otherwise the 7th Business Day after the date of posting;
 - (iv) in the case of email, at the time it is delivered to the recipient party's host server; and
 - (v) in the case of electronic messages under clause 19.10(d), immediately upon a sending confirmation message or notice being displayed.

19.11 **Receipt:** Notwithstanding clause 19.10(f), if a communication given under clause 19.10 is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

20. DEFINITIONS

The following definitions apply in this EULA, unless the context requires otherwise:

Affiliate in relation to a party, means a corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, that party.

Artificial Intelligence means any artificial intelligence, machine learning or similar process, including those used to generate predictions based on patterns in Data.

Business Day means a day other than a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Claim means an action, suit, proceeding or demand of any kind and any actual or alleged entitlement or right of any kind arising out of or in relation to this EULA or a breach of it, whether arising at common law, in equity or under statute.

Contract means contract for the supply of products (by sale or lease) or services between Spectur and:

- (a) the User; or
- (b) if the User is provided with access to and use of the Spectra User Interface as employee, contractor, agent or representative of a third-party, that third-party,

as the context requires.

Compatible Device means a computer, mobile telephone (e.g. Apple iPhone), mobile tablet device (e.g. Apple iPad) or any version of the same, on or through which the Spectur User Interface may be accessed and used, as notified by Spectur from time to time.

Control in relation to a body corporate, means either:

- (a) holding 50% or more of voting shares or equivalent rights of the body corporate; or
- (b) the ability to (directly or indirectly) control the determination of the financial and operating policies of the body corporate.

Data means any and all data, records, materials or other information whatsoever, however created, collected, recorded, stored, or generated, whether in physical, digital or other format, including:

- (a) video footage, moving images, still images, photographs and sound recordings, including System Data;
- (b) data which has undergone processing, either manually or through automated computer software, or a change to its format so that it can be analysed, interpreted and visualised; and
- (c) raw data that has been handled, extracted, merged, sorted, analysed, graphed, tabularised, compiled, manipulated or otherwise processed.

Excluded Loss means any:

- (c) loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity), or damage to reputation; or
- (d) any other consequential, indirect or special loss not otherwise covered in paragraph (c) of this definition,

related in any way to this EULA or its subject matter, whether actual, anticipated or otherwise.

EULA means this End User Licence Agreement between Spectur and the User.

Force Majeure Event means an event beyond Spectur's reasonable control which, by exercise of reasonable diligence and precautions, could not have been prevented or reasonably foreseen by Spectur, including any:

- (a) act of God, unusually severe weather (including a cyclone, hurricane, typhoon or similar), earthquake, fire, subsidence, land slide, mud slide, wash-out, explosion, radioactive contamination or natural disaster;
- (b) epidemic, pandemic or other similar health emergency;
- (e) terrorism, insurrection, revolution or civil disorder, act of public enemies, malicious damage, sabotage, vandalism, war (whether declared or undeclared) or a military operation, blockade or riot;
- (f) industrial dispute of any kind, strike, lock-out, ban, limitation or other industrial disturbances;
- (g) any failure, delay or suspension by any third-party supplier of the supply in whole or in part of fuel, electricity, equipment, machinery, infrastructure (including telecommunications or internet infrastructure and systems) or materials to Spectur provided that Spectur has acted in a timely manner in endeavouring to secure the same (which does not require Spectur, to secure the same if the alternative supply is only available to Spectur at a materially increased or additional cost to it); or
- (h) adverse application of any law or enforcement actions of any court, or Governmental Agency.

Governmental Agency includes any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, board, agency, instrumentality, political subdivision or similar entity.

Insolvency Event in relation to a part (**Relevant Party**), means any of the following events occurring:

- (a) a receiver, receiver and manager, controller (as that term is defined in the *Corporations Act 2001* (Cth)), administrator, bankruptcy trustee, liquidator, provisional liquidator, or similar officer is appointed to the Relevant Party or any of the Relevant Party's assets, or an application to court for such appointment is made and not permanently stayed, withdrawn or dismissed within 30 days;
- (i) the Relevant Party enters into, or resolves to enter into, a deed of company arrangement, scheme of arrangement, compromise or composition with any class of creditors, other than for a solvent corporate restructure;
- (j) a resolution is passed or an application to a court is taken or an order is made for the winding up or dissolution of the Relevant Party;
- (k) the Relevant Party ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to pay its creditors;
- (l) the Relevant Party is (or states that it is) insolvent (or is deemed to be insolvent), commits an act of bankruptcy or is declared bankrupt under applicable bankruptcy or insolvency Law; or
- (m) anything having a substantially similar effect to any of the events specified in this definition above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means all rights and interests throughout the world vesting or otherwise in relation to industrial or intellectual property protectable under law (including in relation to trade marks, designs, patents, circuit layouts, copyright, confidential information, and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of July 1967), whether registered, unregistered or registrable, and whether now existing or that come into existence in the future.

Licence has the meaning given to that term in clause 2.1.

Login Details means the User's unique username, password or similar details required to login and access the Spectur User Interface.

Loss means any loss, liability, damages (of any nature, including aggravated and punitive damages), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether direct or indirect, present or future, actual, contingent or prospective, and whether known or unknown, howsoever arising.

Mandatory Rights means any mandatory consumer rights and remedies under:

- (a) in Australia – the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law set out in Schedule 2 of the Act) and similar state and territory legislation; or
- (b) in New Zealand – the *Consumer Guarantees Act 1993* (NZ), which may not be excluded or modified by contract.

Master Licensee means a third-party licensee (including a reseller or distributor of Spectur's goods or services) authorised by

Spectur to grant licenses or sub-licences to access to, and use of, the Spectur User Interface.

Personal Information has the meaning given to that term under the *Privacy Act 1988* (Cth) of Australia or the *Privacy Act 2020* of New Zealand.

Privacy Policy means Spectur's privacy in relation to the collection, use, storage, security, destruction, de-identification and/or disclosure of Personal Information.

Spectur means Spectur Limited (ACN 140 151 579), including its successors and assigns.

Spectur User Interface means the cloud-based software platforms and user interfaces developed and operated by Spectur (including web and mobile applications) which facilitate remote access to and use of security, safety, warning, surveillance and analytical products and systems using an internet browser or mobile telecommunications device.

System Data means any Data which is recorded, collected, processed, analysed, created or generated by or on behalf of Spectur using its security surveillance products and related systems, including through the use of Artificial Intelligence.

Third-Party Provider means a third-party who provides goods or services which facilitate access to and use of the Spectur User Interface (e.g. Apple Inc., Microsoft Corporation, Google).

User means a person who accesses or uses the Spectur User Interface.

Virus means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

21. INTERPRETATION

- 21.1 This clause 21 applies to the interpretation of this EULA.
- 21.2 If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.
- 21.3 The singular includes the plural and vice versa.
- 21.4 A reference to:
 - (a) a gender includes any gender;
 - (b) a living thing includes a reference to an inanimate thing and vice versa;
 - (c) a clause, schedule or annexure is a reference to a clause, schedule or annexure to this EULA;
 - (d) a document includes a variation or replacement of that document;
 - (e) a statute includes its subordinate legislation and a modification, replacement or re-enactment of either;
 - (f) this EULA includes a schedule or annexure to this EULA;
 - (g) "use", "exploit", "exercise" or similar words in relation to Intellectual Property Rights includes the use, exploitation

or exercise of any rights, privileges, powers and/or benefits relating to or granted under those Intellectual Property Rights, whether under statute or otherwise;

- (h) person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (ii) the person's personal representatives, successors and assigns;
- (i) a thing, including a right, is a reference to either the whole thing or a part of the thing;
- (j) Australia is to the Commonwealth of Australia, including any state or territory of the same;
- (k) New Zealand includes its external territories;
- (l) currency is to Australian dollars unless specified otherwise;
- (m) time is to the time in Perth, Western Australia unless specified otherwise;
- (n) a day is a reference to the period which starts at midnight and ends 24 hours later;
- (o) a right includes a benefit, remedy, discretion or power, and vice versa; and
- (p) an obligation includes a duty, and vice versa.

21.5 The words "include", "includes", "including" and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in this EULA.

21.6 Part performance of an obligation does not constitute performance of an obligation.

21.7 A term, condition or warranty in this EULA in favour of or on the part of two or more people benefits or binds them jointly and severally.

21.8 If the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.

21.9 If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.

21.10 A clause is not to be construed against a party on the ground that the party is responsible for the preparation of this EULA or that clause.

21.11 The phrase "in relation to" has the widest possible import and encompasses the phrases "in relation to", "in connection with", "in respect of", "arising out of", "caused by" and "resulting from".

21.12 In the event of an inconsistency between the main body of this EULA and any of the schedules, the main body of this EULA prevails to the extent of that inconsistency.

21.13 A heading in this EULA is for convenience only and does not affect the interpretation of this EULA.

21.14 A Special Condition prevails to the extent of any conflict or inconsistency with another provision of this EULA.

22. QUESTIONS

All questions, comments or concerns with respect to this Licence Agreement should be directed to Spectur using the following contact details:

Email: admin@spectur.com.au

Phone: +61 (0)8 9414 9059.

Hand/post: Spectur Limited
12 Fargo Way
Welshpool, Western Australia 6106

Attention: Contracts