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



1 Definitions

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

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

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

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

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

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- (b) icetana does not make any warranties or representations as to its ability to detect 100% of anomalies arising;
- (c) icetana will not be held liable for any losses, claims or actions arising from failure to detect an anomaly;
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icetana shall not be liable to any party under this EULA for any consequential loss, loss of profits, loss of data, business interruption or any form of indirect loss.

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- (c) provide icetana with written certification that it has deleted, removed and destroyed all copies of the Software, in its possession, custody or control; and
- (d) return all property belonging to icetana then in its possession (including, without limitation, any Documentation and Confidential Information of icetana).

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8 General

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

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

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



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8.4 WAIVER

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

9 Company Information

icetana Limited

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www.icetana.com



EXECUTED as an agreement.

Executed by **ICETANA LIMITED (ACN
140 449 725)** by a Duly Authorized
Representative:)
)
)

Signature of Duly Authorised
Representative

Signature of Witness

Print name

Print name of Witness

Executed by)
)
)

(Licensee) by a Duly Authorized
Representative:

Signature of Duly Authorised
Representative

Signature of Witness

Print name of Duly Authorised
representative

Print name of Witness