

This version of the GroundProbe Product Lease Terms and Conditions applies as from, and is incorporated into, all Agreements entered into or renewed on or after 1 August 2025 and replaces all prior versions, until further notice by GroundProbe.

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Affiliate means, with respect to a party, any other entity controlled by, controlling or under common control with that party, with “**control**” for such purpose meaning the ownership directly or indirectly of a shareholding, or economic, voting or participation interest of 50% or more.

Acceptance means confirmation given by the Customer that the GroundProbe Products are correct, are in acceptable condition and are accepted by the Customer as Delivered, and “**Accepted**” has a corresponding meaning. GroundProbe Products will be deemed to have been Accepted unless the Customer notifies GroundProbe in writing within forty-eight (48) hours of receipt of the GroundProbe Products that the GroundProbe Products are not Accepted, except that if the Proposal specifies another period of time for notification then the Customer must provide such notification within that specified period of time.

Agreement means the agreement between GroundProbe and Customer for the Leasing of GroundProbe Products which is comprised of:

- (a) the terms relating to the Leasing of GroundProbe Products in the applicable Proposal;
- (b) these GroundProbe Product Lease Terms and Conditions; and
- (c) any other applicable terms incorporated by reference into the Proposal or the GroundProbe Product Lease Terms and Conditions, and any annexures to them.

Agreement Date means the date on which the Customer has accepted, or is deemed to have accepted, the offer to lease certain GroundProbe Products to the Customer as set out in the Proposal, which will be the earlier of:

- (a) the date of the signed Proposal;
- (b) the date on which a purchase order is first generated by the Customer for the Lease of any GroundProbe Products, whether or not the Proposal is signed by the Parties; and
- (c) the date on which any Leased GroundProbe Products is first Delivered to the Customer, whether or not the Proposal is signed by the Parties;

Applicable Trade Control Law(s) has the meaning provided in Schedule B to these GroundProbe Product Lease Terms and Conditions.

Claim means any claims, actions, suits, causes of action, proceedings, accounts, liabilities, losses, assessments, demands, costs, expenses or any other types of claim howsoever arising and whether past, present or future, fixed or unascertained, actual or contingent, and whether or not the matters giving rise to those claims are known to the parties as at the date of the Lease or the Agreement.

Commissioning Services means the Services described as such in the Proposal, which may include activities relating to the set up and implementation, and consequential decommissioning, of GroundProbe Products at the Customer Site, which are to be provided under separate terms and conditions as set out in the Proposal, and “**Commissioning**” has a corresponding meaning.

Confidential Information (of a Party) means any information that falls into one or more of the following categories:

- (a) Regarding the business or affairs (including financial position, internal management, policies and strategies) of such Party or its Affiliates;
- (b) Regarding clients, customers, employees, contractors of, or other persons doing business with, such Party or its Affiliates;
- (c) Regarding the content of any communications of such Party carried on or across any network;
- (d) Regarding the terms and conditions of the Agreement, or the financial arrangements between the Parties;
- (e) Which is by its nature confidential, or which is designated as confidential by such Party, or which the other Party knows (or ought reasonably to know) is confidential;
- (f) In the case of GroundProbe, includes GroundProbe Data and any information, manuals, documents, technical or product specifications which relate to GroundProbe Assets; or
- (g) In the case of Customer, includes Customer Data and any information, manuals, documents, technical or product specifications which relate to Customer Assets.

Consequential Loss means any Loss suffered or incurred by a party as a result of a breach of the Agreement by the other party which does not arise naturally (that is, according to the usual course of things), from the breach, and also includes any loss of revenue, loss of profits, increased operating costs, loss of goodwill, loss of business reputation or loss of or corruption of data.

Customer or You means the party to the Agreement that is not GroundProbe.

Customer Assets means Customer Data, and any Software, system, documents, materials, processes, equipment or any item whatsoever anywhere in the world, together with all Intellectual Property Rights in relation to such, which is owned or controlled, or licensed for use by or on behalf of the Customer prior to the Agreement Date or which may be developed thereafter by or on behalf of the Customer, independently of any services provided by GroundProbe whether or not under this Agreement.

Customer Data means all Data generated at the Customer Site which for avoidance of doubt excludes Usage Data.

Customer Feedback means suggestions, enhancement requests, recommendations or other feedback provided by or on behalf of the Customer (including feedback provided by the Customer’s employees, contractors and agents) relating to the GroundProbe Products.

Customer Site means the location(s), operations, and site(s) owned or controlled by the Customer, as described in the Proposal.

Data means data or information in any format or medium, including for avoidance of doubt data in digital form.

Delivery means the delivery of GroundProbe Products by GroundProbe from its premises to the Delivery Point (in accordance with the Agreement), which shall be taken to have occurred from the moment the Product departs GroundProbe’s premises, and “**Delivered**” has a corresponding meaning.

Delivery Point means the Customer Site or other delivery location as specified in accordance with the Agreement.

Fees means the fees at which the GroundProbe Products are to be Leased to the Customer under the Agreement, as further described in the Proposal. For avoidance of doubt, the “Fees” do not include any fees or amounts in respect of Commissioning Services, Training

Services or Onsite Services or additional services (as requested by the Customer), which if to be provided by GroundProbe to the Customer will be separately identified in the Proposal and provided under separate terms and conditions as described in the Proposal.

Force Majeure means an event or cause which is beyond the control of an affected Party, not able to be overcome by the exercise of reasonable care.

Governing Law has the meaning provided in clause 26.1.

GroundProbe means the GroundProbe entity listed in the Proposal or if no entity is listed then GroundProbe Pty Ltd (ACN 095 991 549).

GroundProbe Assets means the GroundProbe Products, GroundProbe Data, GroundProbe Software, GroundProbe Systems, and any documents, materials, processes, tool, equipment or other item whatsoever anywhere in the world, together with all Intellectual Property Rights in relation to such, which is owned or controlled by or licensed for use by or on behalf of GroundProbe and/or any member(s) of the Orica Group prior to the Agreement Date, or which may be developed by or on behalf of GroundProbe and/or any member(s) of the Orica Group or licensed for use by or on behalf of GroundProbe and/or any member(s) of the Orica Group during the Term or thereafter, whether or not developed independently of GroundProbe's obligations under the Agreement, except to the extent otherwise provided in the Proposal. For avoidance of doubt, "GroundProbe Assets" excludes any assets licensed by the Customer for use by or on behalf of GroundProbe under a separate agreement.

GroundProbe Data means all Data that is not Customer Data and for avoidance of doubt includes Usage Data.

GroundProbe Product Lease Terms and Conditions means the terms in clauses 1 to 26 contained in this document together with its annexures.

GroundProbe Products means the goods, equipment, product, GroundProbe Software, Hardware or other items described as such in the Proposal which GroundProbe offers to lease to the Customer in relation to the Customer Site in accordance with the terms of the Agreement.

GroundProbe Software means Software owned or licensed for use by GroundProbe whether or not provided for use by GroundProbe under the Agreement, which for avoidance of doubt, excludes any Software licensed by the Customer to GroundProbe.

GroundProbe Systems means Systems owned or controlled by GroundProbe whether or not used in relation to providing the GroundProbe Products.

Hardware means any and all physical devices, equipment, machinery, components, and related tangible technology, whether standalone or integrated. "Hardware" includes, but is not limited to, computers, servers, storage devices, networking equipment, telecommunications infrastructure, processors, microchips, circuit boards, peripherals, sensors, power supplies, embedded systems, controllers, and any associated accessories, tools, and support components. Unless expressly excluded, "Hardware" also encompasses any configurations, and technical documentation necessary for its operation, maintenance, or integration.

Indemnitees means in relation to a Party, that Party, its Affiliates and the representatives of such Party and its Affiliates (which includes their directors, officers, employees and agents), each of which is an "Indemnitee" and together comprises the Indemnitees of that Party.

Initial Exchange Rate has the meaning provided in clause 10.1(f).

Insolvency Event means any of the following events:

- (a) A Party ceases to, or takes steps to cease to, conduct its business in the normal manner;
- (b) A Party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- (c) A Party is unable to pay its debts when they are due, or is deemed to be insolvent under the applicable Laws. For avoidance of doubt, where the applicable Law is the law of an Australian State or Territory, such applicable law would be the Corporations Act 2001 (Cth);
- (d) A liquidator or provisional liquidator is appointed to a Party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of that Party; or
- (e) An application or order is made or a resolution is passed for the winding up of a Party, other than in connection with a bona fide solvent internal reorganisation or restructure.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world, including all copyright and analogous rights, all rights in relation to inventions or discoveries (including patent rights), designs, registered and unregistered trade marks (including service marks), trade names, brand names, know-how, technical information, software, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Laws means all statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments and any awards or other industrial instruments of any jurisdiction which are applicable to the GroundProbe Products, a Lease or which may otherwise apply to the matters under the Agreement.

Lease has the meaning provided in clause 3.1 of these GroundProbe Product Lease Terms and Conditions and "Leased" and "Leasing" have corresponding meanings.

Loss means loss (including loss of life and personal injury), damage, liability, charge, expense, outgoing, payment or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind, and "Losses" has a corresponding meaning.

M&S Plan means the maintenance and support services to be provided by GroundProbe in respect of the GroundProbe Products, as specified in the Proposal which will be provided under separate terms and conditions as set out in the Proposal.

Onsite Services has the meaning provided in the Proposal which, if applicable, are to be provided under separate terms and conditions as set out in the Proposal.

Orica Group means:

- (a) GroundProbe; and
- (b) Each Affiliate of GroundProbe.

Orica Privacy Notice means the privacy statement of Orica Limited and its controlled entities which can be found at www.orica.com/privacy/privacy.

Party means either GroundProbe or the Customer and "Parties" refers to both of them.

Personal Information means any information relating to an individual from which that individual can be identified directly or indirectly.

Personnel in relation to a Party means that Party's officers (including directors), employees, contractors and those of its third-party subcontractors (if any) who are involved in using or receiving the GroundProbe Products on behalf of, or as directed by, the Customer.

PO has the meaning given in clause 3.2 of these GroundProbe Product Lease Terms and Conditions.

Privacy Laws means all applicable privacy laws, including the *General Data Protection Regulation (EU) 2016/679*, the *Australian Privacy Act 1998* and the *Australian Privacy Principles*, or any successors to those laws.

Proposal means the document containing the offer by GroundProbe to lease specified GroundProbe Products to the Customer together with any additional terms which may be applicable.

Reimbursable Expenses includes the cost of items specified as such in the Proposal, together with the cost notified by GroundProbe to the Customer for any items for which the Customer is responsible for supplying under the Agreement but which have been provided by GroundProbe.

Return means the physical arrival of the Leased GroundProbe Products at GroundProbe's premises (as nominated in the Proposal), in acceptable condition, at the end of a Lease or the expiry or termination of the Agreement, as verified in writing by GroundProbe.

Rotational Items has the meaning provided under any separate agreement for a M&S Plan the Customer has entered into with GroundProbe.

Software means any and all computer programs, applications, code, scripts, and related components, whether in source code, object code, or executable form, including proprietary, open-source, and third-party software, as well as any associated libraries, frameworks, modules, middleware, firmware, operating systems, utilities, and databases. "Software" also encompasses any related documentation, specifications, data structures, algorithms, interfaces, application programming interfaces (APIs), encryption methods, security protocols, updates, modifications, enhancements, patches, bug fixes, upgrades, and derivative works. Unless expressly stated otherwise, Software includes all intellectual property rights therein, including copyrights, patents, trade secrets, and any related proprietary rights.

Software Licence has the meaning provided in clause 3.4(a) of these GroundProbe Product Lease Terms and Conditions.

Systems means a combination of interconnected and interdependent Hardware, Software, networks, and data components that function together to perform specific operations, processes, or services which include, but are not limited to, computing environments, IT infrastructure, cloud-based platforms, cybersecurity frameworks, operational technology, control systems, automated workflows, artificial intelligence models, embedded solutions, and any supporting documentation, configurations, and protocols necessary for integration, maintenance, security, and performance optimization.

Taxes means any sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority in connection with the Leasing of the GroundProbe Products.

Term has the meaning given in the Proposal unless extended in accordance with clause 2 in which case the extended period will apply.

Training Services has the meaning provided in the Proposal which, if applicable, are to be provided under separate terms and conditions as set out in the Proposal.

Usage Data has the meaning provided in any separate agreement for services the Customer has entered into with GroundProbe.

1.2 Interpretation

In the Agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of the Agreement.

- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate as well as an individual.
- (e) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, or a party, schedule, attachment or exhibit to, the Agreement.
- (f) A reference to a document includes all amendments or supplements to, or replacements or novation's of, that document.
- (g) A reference to a party to a document includes that party's successors and permitted assignees.
- (h) A promise on the part of 2 or more persons binds them jointly and severally.
- (i) No provision of the Agreement will be construed adversely to a party because that party was responsible for the preparation of the Agreement or that provision.
- (j) A reference to \$ or dollars is to Australian dollars.
- (k) Specifying anything in the Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included.
- (l) In the event of any inconsistency in the Agreement between the provisions of:
 - (1) The Proposal;
 - (2) The GroundProbe Product Lease Terms and Conditions including any annexures to them; and / or
 - (3) Any terms incorporated by reference into the Proposal or the GroundProbe Product Lease Terms and Conditions relating to the Lease of the GroundProbe Products,

the terms will apply and take precedence in the order listed above.

2 COMMENCEMENT AND TERM OF THE AGREEMENT

The Agreement commences on the Agreement Date and continues for the Term. Not less than sixty (60) days before the end of the Term, the Parties may agree in writing to extend the Term for an Additional Period.

3 PRODUCT LEASE

3.1 GroundProbe to lease the GroundProbe Products

GroundProbe will lease the GroundProbe Products to the Customer and the Customer will lease the GroundProbe Products from GroundProbe on the terms set out in the Agreement ("**Lease**").

3.2 Purchase orders

- (a) The Customer may issue a purchase order ("**PO**") to GroundProbe for each order of GroundProbe Products to be Leased under the Agreement.
- (b) Each PO must include a reference to the applicable Proposal (and include the Proposal number if any) and specify the quantity, description, Delivery Point and other relevant details of the GroundProbe Products to be Leased, which must be consistent with the terms contained in the Proposal.
- (c) GroundProbe's acceptance of a PO will be subject to the terms of the Agreement, and no additional or conflicting terms included in a PO will be deemed binding on GroundProbe unless expressly agreed to in writing by both Parties. For avoidance of doubt, acceptance of a PO by GroundProbe is strictly limited to invoicing and accounting purposes only and shall not be deemed as acceptance of any Customer documentation or terms.
- (d) GroundProbe's acceptance of a PO will constitute a separate binding agreement between the Parties for the Lease of the GroundProbe Products the subject of the PO, which incorporates the terms of the Agreement.

- (e) GroundProbe will be deemed to have accepted a PO when any Product described in the PO is first Delivered to the Customer.

3.3 Maintenance and Support Plan

- (a) All GroundProbe Products must be leased in conjunction with a M&S Plan.
- (b) The Customer must select the type of M&S Plan to operate in relation to the GroundProbe Products at the Customer Site.

3.4 Software Licence terms

The following provisions apply in respect of any GroundProbe Software which is embedded in, or is otherwise provided for the use of, the GroundProbe Products which are Leased to the Customer, or any other Software provided to the Customer under the Proposal:

- (a) GroundProbe grants the Customer a non-exclusive, non-transferable license to use such Groundprobe Software at the Customer Site, solely for the purpose and duration as described in the Proposal ("**Software Licence**"); and
- (b) The additional terms in Annexure A will apply in respect of the Software Licence.

4 COMMISSIONING AND OTHER SERVICES

GroundProbe may provide Commissioning Services, a M&S Plan, Training Services and Onsite Services (if any) as specified in and in accordance with the Proposal, and the provision of any such services will be subject to separate terms and conditions between the Customer and GroundProbe as described in the Proposal.

5 CUSTOMER REQUIREMENTS

The Customer must comply, and must ensure that its Personnel comply, with the following provisions in relation to the GroundProbe Products:

- (a) Ensure the GroundProbe Products are used and operated in accordance with the conditions outlined in the Agreement and only for the purpose for which they were intended.
- (b) Do not copy, host, reproduce, lease, rent, licence, sell, lease or otherwise make available or transfer all or any part of the GroundProbe Products to any third-party ;
- (c) Do not grant a security interest over all, any or any part of the GroundProbe Products ;
- (d) Do not attempt to maintain or repair the GroundProbe Products (or any part of them), except with GroundProbe's written permission.
- (e) Do not attempt to modify, port, adapt, disassemble, decompile or otherwise reverse engineer any of the GroundProbe Products including source code, data representations or underlying algorithms, processes or methods, except to the extent permitted by non-excludable Laws;
- (f) Do not violate or attempt to violate the security of the GroundProbe Products or attempt to disable, impair, damage or destroy the GroundProbe Products or any part thereof;
- (g) Ensure the GroundProbe Products are used in compliance with applicable Laws, including Privacy Laws;
- (h) Ensure persons operating the GroundProbe Products are suitably instructed in their safe and proper use and where necessary, hold appropriate licences;
- (i) Ensure the GroundProbe Products are used, operated, transported and stored safely and in accordance with any laws and instructions or information (including product and technical specifications information) supplied by GroundProbe.
- (j) Ensure that the GroundProbe Products are at all times stored safely and protected from theft, loss or damage.
- (k) With respect to any GroundProbe Products, materials and documentation or other deliverables or any portion thereof, the Customer must not: part with possession or control of them; mix them with Customer goods; or move them from the Customer Site without the prior consent in writing of GroundProbe.
- (l) Where the GroundProbe Product breaks down or becomes unsafe to operate:

- (1) The Customer must immediately stop using the GroundProbe Product, ensure it does not sustain any further damage and use all reasonable efforts to prevent the GroundProbe Product from causing injury, loss or damage to any person or property;
- (2) The Customer must notify GroundProbe of the details of the breakdown; and
- (3) After receiving such notification GroundProbe may repair or replace the affected GroundProbe Product in accordance with the applicable M&S Plan.

6 OTHER CUSTOMER RESPONSIBILITIES

- (a) The Customer will provide timely, free and safe access to all areas of the Customer Site (and the Delivery Point where this is different to the Customer Site) to enable the GroundProbe Products to be Delivered and Commissioned in accordance with the Agreement and to enable GroundProbe to comply with its obligations under the Agreement.
- (b) The Customer acknowledges and agrees that Delivery or Commissioning of the GroundProbe Products, and compliance with GroundProbe's obligations under the Agreement may be delayed, suspended or interrupted if GroundProbe determines at any time that Customer has not provided the required access in accordance with clause 6(a).
- (c) Other than as set out in the Agreement, the Customer is solely responsible for providing all Hardware, telecommunications equipment, Software including browsers (except where Software is to be provided as part of or together with the GroundProbe Products as specified in the Proposal), and network requirements (including bandwidth), necessary for Commissioning and use of the GroundProbe Products.

7 SECURITY OF CUSTOMER ASSETS

Customer is responsible for ensuring the security of the Customer Assets and the GroundProbe Products at all times (until the GroundProbe Products are Returned under the terms of the Agreement).

8 INTELLECTUAL PROPERTY

- (a) Except as provided in clause 8(b) below, neither Party transfers, assigns or grants any rights in or to any of its Intellectual Property Rights to the other Party.
- (b) Subject always to clause 3.4 (together with Annexure A) and clause 11, GroundProbe grants to the Customer A non-exclusive, non-transferable, and non-sublicensable licence to make use of its Intellectual Property Rights in the GroundProbe Products supplied under the Agreement solely for use at or in connection with the Customer Site, in accordance with the Proposal for the duration of a Lease.

9 PRIVACY

- (a) In the course of leasing the GroundProbe Products and under any Software Licence to the Customer, GroundProbe and / or other members of the Orica Group may collect Personal Information, including from Customer's Personnel.
- (b) All Personal Information collected under clause 9(a) will be collected, held, used and disclosed in accordance with the Orica Group's Privacy Notice and Privacy Laws applicable to the Orica Group.
- (c) Customer must ensure that all of its Personnel have:
- (1) Been informed that GroundProbe (and / or other members of the Orica Group) may collect their Personal Information as described in clause 9(a);
- (2) Been provided with a copy of Orica's Privacy Notice; and
- (3) Provided written consent in relation to GroundProbe (or other member of the Orica Group) collecting, holding, using and disclosing their Personal Information in accordance with the Orica Privacy Notice.
- (d) If the Customer or any of its Personnel provides Personal Information to GroundProbe about any third-party, Customer

warrants to GroundProbe that the individuals to whom the Personal Information relates have:

- (1) Been informed that GroundProbe (and / or other members of the Orica Group) may collect their Personal Information;
- (2) Been provided with a copy of Orica's Privacy Notice; and
- (3) Provided written consent in relation to GroundProbe (or other member of the Orica Group) collecting, holding, using and disclosing their Personal Information in accordance with the Orica Privacy Notice.

10 CONFIDENTIAL INFORMATION

10.1 Confidentiality obligation

- (a) Each Party agrees to keep confidential, and not to use or disclose, other than as permitted under the Agreement, any Confidential Information of the other Party during the Term and for a period of 5 years thereafter.
- (b) The obligation of confidence in clause 10.1(a) extends to Confidential Information provided to or otherwise obtained by a Party before entering into the Agreement.

10.2 Permitted disclosure

- (a) Each Party may use and disclose Confidential Information of the other only on a 'need to know' and confidential basis, and solely for the exercise of rights, or the performance of obligations under the Agreement, in one or more of the following circumstances:
 - (1) With the prior written consent of the other Party; or
 - (2) To its Personnel and professional advisors including its auditors;
 - (3) To its Affiliates and their Personnel; and
 - (4) In the case of GroundProbe, to its third-party contractors and service providers to the extent reasonably necessary to provide the GroundProbe Products or to comply with its obligations under the Agreement.
- (b) A Party which discloses Confidential Information of the other pursuant to clause 10.2(a) must ensure that such information is kept confidential by the recipient pursuant to confidentiality obligations that are substantially similar to, and at least as onerous as, the obligations set out in this clause 10.

10.3 Preventing disclosures

Each Party must take all steps and do all such things as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other Party.

10.4 Exclusions

The obligations of confidence in clauses 10.1 to 10.3 will not apply to Confidential Information that is:

- (a) Required to be disclosed under Law, provided the receiving Party restricts the disclosure to the minimum amount of Confidential Information required to satisfy the Law and, where possible, before disclosing any information, the receiving Party provides a reasonable amount of notice to the disclosing Party and exhausts all reasonable steps (whether required by the disclosing Party or not) to keep such Confidential Information confidential;
- (b) Which is in the public domain otherwise than as a result of a breach of the Agreement or other obligation of confidence; or
- (c) Which is already known, or rightfully received, or independently developed, by the receiving Party free of any obligation of confidence.

10.5 Remedies

Each Party acknowledges that:

- (a) The other Party, or its Affiliates, may suffer financial and other loss and damage if any unauthorised act occurs in relation to the other Party's Confidential Information, and that monetary damages would be an insufficient remedy; and
- (b) In addition to any other remedy available at law or in equity, the other Party or its Affiliates are entitled to injunctive relief to

prevent a breach of, and to compel specific performance of, the obligations under this clause 10.

11 FEES AND PAYMENT

11.1 Fees

- (a) In consideration of GroundProbe Leasing the GroundProbe Products, the Customer must pay:
 - (1) The Fees to GroundProbe in accordance with the Agreement;
 - (2) Fees for any additional spares or components in addition to the GroundProbe Products, as specified in the Proposal; and
 - (3) Reimbursable Expenses (as applicable).
- (b) The Fees exclude all duties, taxes and other imposts for which GroundProbe is liable, and is the net amount receivable by GroundProbe for the GroundProbe Products.
- (c) Additional charges with respect to Delivery of the GroundProbe Products or insurance may be applicable and will be advised to the Customer prior to the acceptance of any PO.
- (d) Should any additional government or regulatory duties or charges become payable directly as a result of the Leasing or operation of the GroundProbe Products at the Customer site, such amounts shall be payable directly by the Customer or reimbursed to GroundProbe as a Reimbursable Expense under clause 11.1(a).
- (e) Where applicable, the Fees set out in the Proposal are quoted using an initial exchange rate set out in the Proposal ("**Initial Exchange Rate**"). On each calendar quarter anniversary date (31 March, 30 June, 30 September and 31 December), if the currency exchange rate as published in the Wall Street Journal varies by more than +/-5% from the Initial Exchange Rate, then all prices set out in the Proposal will be adjusted by the amount above or below the Initial Exchange Rate and the adjusted pricing will be effective until the next calendar quarter anniversary date.
- (f) Except as expressly provided otherwise in this clause 11, the Sale Price is fixed and is not subject to variation (unless otherwise specified in the Proposal).
- (g) All payments required to be made to GroundProbe must be in AUD or USD as specified in the Proposal, and by electronic funds transfer into GroundProbe's nominated bank account.

11.2 Payment of Fees

- (a) Subject to clause 11.3, the Fees in respect of a Lease of GroundProbe Products will be payable by the Customer as follows:
 - (1) Where provided in the Proposal, the Customer will make an initial payment of Fees for the first month of the Lease prior to the Delivery of the GroundProbe Products.
 - (2) In all other cases, the Customer will pay the Fees monthly in advance (as described in the Proposal).
- (b) The cost of any additional spares or components purchased by the Customer shall be payable on Delivery to the Customer.

11.3 Payment Due

- (a) Unless provided for in the Proposal, the following amounts are due and payable by the Customer as set out below:
 - (1) The Fees will be invoiced in accordance with clause 11.2, and will be due and payable thirty (30) days from the date of such invoice;
 - (2) Reimbursable Expenses are due and payable thirty (30) days from the date of the invoice; and
 - (3) Fees for scheduled Customer Site visits (if any) are due and payable thirty (30) days from the date of the invoice or as set out in the Proposal.

11.4 Invoices

- (a) An invoice will be correctly rendered if it identifies the Proposal number, or any applicable PO, is accompanied by documentation substantiating the amount claimed if necessary and where applicable is a valid tax invoice.
- (b) In the event of any dispute about an invoice, all monies not in dispute (if any) shall be immediately paid and the particulars of the dispute notified to the other Party. The provisions in clause 23 shall apply in respect of the disputed portion of the invoice.

12 INTEREST & COSTS OF COLLECTION

- (a) Properly rendered invoices must be paid by the due date in accordance with clause 11.4.
- (b) Any and all amounts which remain unpaid after the due date will be deemed overdue and, without prejudice to any other right or remedy available to GroundProbe, will be subject to interest at the rate of 1.5 % per month, calculated daily, from the due date until the date that payment is received.
- (c) GroundProbe will also be entitled to recover all out of pocket expenses incurred as a result of the non-payment or late payment of any correctly rendered invoices.

13 RISK, TITLE AND FREIGHT

- (a) All rights and title to any GroundProbe Products under a Lease and any accompanying materials and documentation or other deliverables provided pursuant to the Proposal, remains with GroundProbe at all times, and the Customer acknowledges that the Customer has rights to use the GroundProbe Products as a mere bailee only.
- (b) All freight costs relating to transport of the GroundProbe Products to and from the Delivery Point under the Agreement are at the expense of the Customer (including customs duties), unless otherwise stated in the Proposal or agreed in writing.
- (c) Notwithstanding clause 13(a), all risk and responsibility for loss of and damage to GroundProbe Products vests in the Customer from the time of Delivery until the GroundProbe Products are Returned, except to the extent that (excluding fair wear and tear) such loss or damage is caused or contributed to by GroundProbe's negligent or wilful act or omission.
- (d) Loss of or damage to the GroundProbe Products shall, at GroundProbe's discretion, be either made good by the Customer at its expense or made good by GroundProbe with such costs to be claimed from the Customer as Reimbursable Expenses; and
- (e) In the event of total loss or destruction of the GroundProbe Products, the Customer shall, in a time period reasonably acceptable to GroundProbe, pay GroundProbe an amount equal to twelve months Fees for complete manufacture or replacement.
- (f) GroundProbe has the right to enter the Customer's premises at any time upon giving prior reasonable notice to inspect the GroundProbe Products. The Customer will assist GroundProbe in exercising this right.

14 TAXES

- (a) The Parties, their employees and agents will comply in all respects with the taxation laws and requirements of the Governing Law.
- (b) The Fees, any charges or other amounts referred to in the Agreement which are relevant in determining a payment to be made by one of the Parties to the other do not include any amounts for Taxes, unless indicated otherwise.
- (c) If a supply by a Party under the Agreement is subject to Taxes, the recipient of the supply must pay to the supplier an additional amount equal to that Tax. The additional amount is payable at the same time as the payment for the supply is payable or is to be provided.
- (d) The supplying Party must issue a tax invoice to the recipient of the supply at or before the time of payment of the consideration for the supply as increased on account of any Taxes under clause 14(c) or at such other time as the Parties agree.

- (e) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with the Agreement, the supplying Party must determine the net amount of Taxes in relation to the supply (taking into account any adjustment) and if the net amount of Taxes differs from the amount previously paid under clause 14(c), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (f) If a Party is entitled to be reimbursed or indemnified under the Agreement, the amount to be reimbursed or indemnified does not include any amount for Taxes for which the Party is entitled to an input tax credit.

15 CONSUMER RIGHTS

Nothing in the Agreement is intended to exclude, restrict or modify any rights which the Customer may have under any Law (including the Australian Consumer Law where applicable) which may not be excluded, restricted or modified by agreement (**Your Consumer Rights**).

16 NO WARRANTY

- (a) Subject always to Your Consumer Rights, and except as may be otherwise specified in the Proposal, GroundProbe makes no express warranty or representation in respect of the GroundProbe Products and all implied warranties, terms or conditions are excluded from the Agreement.
- (b) In particular, the Parties agree and acknowledge that:
 - (1) The GroundProbe Products are provided 'as is' and without any guarantee, warranty or condition, either express or implied, including as to fitness for any particular purpose or merchantability;
 - (2) GroundProbe does not guarantee, represent or warrant:
 - (A) That the GroundProbe Products will meet the Customer's requirements;
 - (B) That the provision of the GroundProbe Products will be uninterrupted or on time; or
 - (C) That any GroundProbe Software provided is free from errors, omissions, defects, viruses, computer worms, computer timebombs, Trojan horses or other disabling or malicious code.

17 INDEMNITIES

- (a) To the full extent permitted by law, the Customer releases, discharges and indemnifies GroundProbe's Indemnitees against all Losses from any Claim by third parties arising out of or consequent to the Agreement, or the use or misuse of the GroundProbe Products by the Customer during the Term.
- (b) To the full extent permitted by law, the Customer releases, discharges and indemnifies GroundProbe's Indemnitees from any Loss suffered or costs incurred by the Customer arising out of or consequent to any delay in the Delivery, Commissioning or Return of the GroundProbe Products, or any breakdown or malfunction of the GroundProbe Products (subject to the terms of any M&S Plan which may apply).
- (c) The Customer will assume all risks and liabilities for, and in respect of, the GroundProbe Products and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair, storage or transport of the GroundProbe Products (subject to the terms of any M&S Plan which may apply).
- (d) The Customer will assume all risks and liabilities in connection with the interpretation of any data or other information generated or arising from the use of the GroundProbe Products.
- (e) The Customer is liable for and indemnifies GroundProbe's Indemnitees against all liability, Claims and Losses, however arising from or in connection with:
 - (1) use or misuse of the GroundProbe Products;
 - (2) interpretation of any data or other information generated or arising from the use of the GroundProbe Products;
 - (3) any damage or destruction of property, personal injury, illness, disease or death however arising; and

- (4) any act, omission or breach by the Customer of the Agreement,

except to the extent caused by GroundProbe's wilful, wrongful, unlawful or grossly negligent act or omission.

- (f) The indemnities referred to in these GroundProbe Product Lease Terms and Conditions will survive the expiration or termination of the Agreement.

18 LIABILITY

- (a) Subject always to Your Consumer Rights and to clause 18(b):
- (1) To the maximum extent permitted by law and notwithstanding anything to the contrary, neither Party will be liable to the other for any Consequential Loss suffered or incurred by the other Party arising out of or in connection with the Agreement;
 - (2) The maximum aggregate liability of each Party for Loss suffered or incurred by the other Party arising out of or in connection with the Agreement (howsoever arising) is an amount limited to the lesser of:
 - (A) the amount of the Loss;
 - (B) the proceeds of any insurances required and received under this Agreement in relation to the Loss; and
 - (C) an amount equal to the total amount of Fees paid and payable under the Agreement; and
 - (3) GroundProbe will not be liable to Customer for any Loss suffered or incurred by Customer arising out of or in connection with the Customer's use of any GroundProbe Products.
- (b) The limitations and exclusions in clauses 18(a)(2) do not apply in relation to any Loss which is the subject of an indemnity under clause 17 or which arises from the indemnifying Party's improper collection, use, storage, transmission or disclosure of third-party Data.
- (c) Any liability of a Party will be reduced proportionately to the extent the loss or damage was caused or contributed to by the gross negligence, fraud or wilful misconduct of the other Party, and each Party will use all reasonable endeavours to mitigate any losses incurred as a result of any damage or loss sustained, except that GroundProbe will not be required at any time to take any action that would, or would likely, in its discretion materially affect its ability to provide GroundProbe Products or services to its other customers.
- (d) Each Party will be liable for breach of its obligations under this Agreement, whether such breach arose from the acts or omissions of that Party or its Personnel, and where such breach arises from the acts or omissions of its Personnel, the Party will be liable to the same extent as if the acts or omissions were those of the Party itself.
- (e) GroundProbe will not be in breach of its obligations under the Agreement or otherwise liable to the Customer or a third-party, in respect of any act or omission conducted by or on its behalf, which relates directly or indirectly to any breach by the Customer of its obligations under the Agreement including but not limited to any breach of clauses 5 (Customer Requirements), 6 (Other Customer Responsibilities) or 7 (Security).
- (f) Provided that GroundProbe has exercised its rights under clause 19 to terminate the Agreement reasonably and in good faith, it will not be liable to the Customer (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Customer as a result of such termination.

19 TERMINATION

19.1 Termination on notice

A Party may terminate a Lease or the Agreement without default by giving ninety (90) days' paid written notice to the other Party unless otherwise provided in the Proposal.

19.2 Termination for breach

A Party may, at its sole discretion, terminate a Lease or the Agreement immediately by notifying the other Party in writing, if one or more of the following events occurs in relation to that other Party:

- (a) Where that other Party commits a breach of the terms of a Lease or the Agreement which is capable of remedy, and fails to remedy that breach within thirty (30) days after the first Party provides a written notice specifying the breach, regardless of whether negotiations have commenced under clause 23;
- (b) Where that other Party commits a breach of the terms of a Lease or the Agreement which is not capable of being remedied (as reasonably determined by the terminating Party);
- (c) If one or more Insolvency Events occurs in relation to the other Party; or
- (d) In the case of GroundProbe, if it has the right to terminate the Agreement under clause 24 and Annexure B.

19.3 Consequences of termination or expiry

- (a) On expiry or termination of the Agreement (whether effected under this clause 19 or otherwise):
 - (1) GroundProbe will immediately cease providing the GroundProbe Products to the Customer under any new Leases and the Customer may not issue any further orders or POs to Lease GroundProbe Products under the Agreement; and
 - (2) Any Lease effected under a PO (pursuant to clause 3.2) will immediately terminate.
- (b) On termination or expiry of a Lease or the Agreement, GroundProbe will immediately be entitled to repossess any GroundProbe Products Leased and to recover payment for any outstanding Fees and Reimbursable Expenses, interest due and the costs of such repossession, recovery and collection as applicable. All such amounts will be deemed to be immediate debts due and payable by the Customer as at the date of expiry or termination;
- (c) The Customer must, within fourteen (14) days of the date of expiry or termination of a Lease or the Agreement:
 - (1) Make payment as required by GroundProbe under clause 19.3(b); and
 - (2) At GroundProbe's request, return to GroundProbe the GroundProbe Products, and any other GroundProbe property (including manuals, equipment, tools, Rotational Items, spare parts not paid for, and any other items) which the Customer may have in its possession.
- (d) Any licences of Intellectual Property Rights and Software granted to the Customer pursuant to clause 3.4 (and Annexure A) and clause 8 will immediately terminate on the expiry or termination of a Lease or the Agreement, and the Customer will immediately cease using such Intellectual Property Rights and Software.

20 REPOSSESSION OF GROUNDPROBE PRODUCTS

- (a) GroundProbe may repossess the GroundProbe Products (or any of them) if:
 - (1) Any amounts are overdue for payment by the Customer under clause 11.3;
 - (2) The Customer is otherwise in breach of any provision of the Agreement and has not rectified the breach to GroundProbe's reasonable satisfaction within fourteen (14) days; or
 - (3) On expiry or termination of a Lease or the Agreement in accordance with clause 19.3(b).
- (b) All costs incurred by GroundProbe in repossessing the GroundProbe Products are to be reimbursed to GroundProbe by the Customer in accordance with clauses 11 (as a Reimbursable Expense) or 19.3 as applicable.
- (c) The Customer grants GroundProbe permission to enter onto any premises occupied by the Customer to retake possession of the GroundProbe Products under clause 20(a) and the Customer

authorises, and appoints as its agent, GroundProbe or its representatives for such purpose.

- (d) The Customer agrees to Return the GroundProbe Products to any premises nominated by GroundProbe if GroundProbe has a right to repossess the GroundProbe Products under the Agreement and requests the Customer to do so.
- (e) Where the Customer fails to return the GroundProbe Products in accordance with the Agreement, or otherwise obstructs GroundProbe's repossession of the GroundProbe Products (as permitted under the Agreement):
- (1) GroundProbe may take all steps as it deems necessary (including legal action) to enforce this clause 20, including entering the Customer's premises to repossess the GroundProbe Products. Any steps taken by GroundProbe pursuant to this clause 20(e)(1) will be at the cost of the Customer.
 - (2) The Customer will continue to incur the Fees at the daily rate (or pro-rated where a monthly or alternative rate applies) as specified in the Proposal until the date the GroundProbe Products are Returned to the premises nominated by GroundProbe or GroundProbe is provided with clear and unrestricted access to the GroundProbe Products for the purpose of repossessing them; and
 - (3) The Parties agree that the requirement for the Customer to pay the applicable Fees under clause 20(e)(1) represents a reasonable and good faith estimate of the anticipated or actual loss likely to be suffered by GroundProbe arising from the breach by the Customer under this clause 20(e) and is not a penalty.

21 CUSTOMER FEEDBACK

The Customer may (but has no obligation to) provide Customer Feedback to GroundProbe during or after the Term and agrees to assign on behalf of itself and procure the assignment by its employees, contractors and agents of all right, title and interest in any ideas, know-how, concepts, techniques, and any other Intellectual Property Rights contained in the Customer Feedback, such that GroundProbe and the Orica Group may make use of the Customer Feedback without any attribution or compensation to any person. If such rights cannot be assigned, Customer agrees to provide a perpetual, royalty-free, worldwide, transferable, sub-licensable, irrevocable licence (or procure the provision of such a licence) to GroundProbe and the Orica Group to make use of the Customer Feedback or any part of it as GroundProbe deems appropriate. For avoidance of doubt, GroundProbe and the Orica Group have no obligation to make use of such Customer Feedback.

22 INSURANCE

- (a) The Customer will, at its own cost, effect and maintain adequate insurance coverage to protect against any loss, damage, or claims arising under or in relation to a Lease, which will include as a minimum the insurance of the types and for the amounts specified below, with reputable insurers for the duration of the Lease and until the GroundProbe Products are Returned:
- (1) Public and product liability insurance having a limit of cover of USD 5,000,000 (or its equivalent if denominated in another currency) for each occurrence; and
 - (2) Workers compensation insurance (or the equivalent) as may be required by Law; and
- (b) Upon request, the Customer will within seven (7) days provide evidence of the insurance coverage required under clause 22(a) and will procure the interests of GroundProbe (and any of its affiliates as reasonably required by GroundProbe) is noted on such insurance.

23 DISPUTES

If a dispute arises between the Parties, they shall engage in good faith negotiations at a senior management level to resolve the matter. If the dispute is not resolved within thirty (30) days of the commencement of such negotiations, either Party may refer the dispute to a court of competent jurisdiction.

24 ETHICS AND COMPLIANCE

- (a) The Parties agree the rights and obligations in Annexure B apply as if incorporated in full into this clause 24.
- (b) The Customer must not (and must ensure that its sub-contractors do not) act in contravention of the provisions set out in Schedule B to these GroundProbe Product Lease Terms and Conditions.
- (c) If the Customer intends to transfer any items, including software, that require an export licence or other export authorisation under Applicable Trade Control Laws to GroundProbe, it must provide such export requirements for those items in advance of such transfer.
- (d) Nothing under the Agreement requires GroundProbe to provide any item or service:
- (1) In contravention of an Applicable Trade Control Law; or
 - (2) Otherwise in respect of any country, individual or entity that has been sanctioned pursuant to an Applicable Trade Control Law, unless the necessary authorisation has been obtained from the relevant regulator and Orica has expressly consented to such provision.
- (e) The provisions in this clause 24 (which for avoidance of doubt incorporate the provisions in Annexure B) apply in priority to any other provision in the Agreement.

25 MARKETING

- (a) The Customer agrees that GroundProbe may use the name of the Customer to identify them as a customer of GroundProbe.
- (b) References to the Customer's experience in relation to the GroundProbe Products may only be included in GroundProbe corporate, promotional or marketing literature with the Customer's prior written approval.

26 GENERAL

26.1 Governing law and jurisdiction

The Agreement and any PO is governed by the law in force in the state, territory or country (as applicable) in which the contracting GroundProbe entity is incorporated or registered, as the case may be ("**Governing Law**"). Each Party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in such state, territory or country and courts of appeal from them in respect of any proceedings arising out of or in connection with the Agreement. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

26.2 Invalidity and enforceability

- (a) If any part of a provision in the Agreement is invalid under the Governing Law, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 26.2(a) does not apply where enforcement of the provision in the Agreement would materially affect the nature or effect of the Parties' obligations under the Agreement.

26.3 Survival

The rights, obligations and indemnities in clauses 9 (Privacy), 10 (Confidential Information), 12 (Interest and Cost of Collection), 14 (Taxes), 17 (Indemnities), 18 (Liability), 19.3 (Consequences of termination or expiry), 20 (Repossession of GroundProbe Products), 21 (Customer Feedback), 23 (Disputes) clause 24 (Ethics and Compliance) and 26 (General) will survive the termination or expiry of the Agreement together with any other clauses which by their nature are intended to survive.

26.4 Waiver

No Party to the Agreement may rely on the words or conduct of any other Party as a waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.

The meanings of the terms used in this clause 25.4 are set out below

- "**conduct**" includes delay in the exercise of a right;

GROUNDPROBE PRODUCT LEASE TERMS AND CONDITIONS

- “**right**” means any right arising under or in connection with the Agreement and includes the right to rely on this clause; and
- “**waiver**” includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

26.5 Variation

- (a) A variation of any term of the Agreement must be agreed expressly in writing by both Parties.
- (b) Notwithstanding clause 26.5(a), but subject to Customer's rights in clause 26.5(c), these GroundProbe Product Lease Terms and Conditions may be updated from time to time by GroundProbe. GroundProbe will provide Customers with thirty (30) days' notice in writing (which may be via a statement on GroundProbe's website) in respect of an update before the updated version of the GroundProbe Product Lease Terms and Conditions becomes effective. After the expiration of this notice period, the updated GroundProbe Product Lease Terms and Conditions will be deemed to be incorporated into the Agreement.
- (c) The Customer may terminate the Agreement by notifying GroundProbe in writing within ten (10) days from the date GroundProbe first provides written notice under clause 26.5(b), provided the Customer can demonstrate to GroundProbe's reasonable satisfaction that the changes to the Sales Terms and Conditions would have a material detrimental effect on the Customer's use of the GroundProbe Products or the Customer's business, in which case such termination will become effective thirty (30) days after the date on which the Customer provided written notification under this sub-clause (c).

26.6 Further action to be taken at each Party's own expense

Each Party must, at its own expense, do all things and execute all documents necessary to give full effect to the Agreement and the transactions contemplated by it.

26.7 Entire agreement

- (a) The Agreement states all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- (b) The Parties acknowledge and agree that any terms or conditions accompanying a PO or otherwise submitted by the Customer, will be expressly excluded from this Agreement and have no effect on the rights and obligations of the Parties. The Agreement will prevail over any conflicting terms which may be submitted by the Customer, and any such terms will not be deemed to modify, amend, or supplement the provisions of the Agreement unless explicitly agreed to in writing by both Parties.

26.8 No reliance

No Party has relied on any statement by the other Party which is not expressly included in the Agreement.

26.9 Relationship of the Parties

- (a) Nothing in the Agreement gives a Party authority to act on behalf of, represent or bind the other Party in any way.
- (b) Nothing in the Agreement imposes a fiduciary duty on a Party in relation to the other Party.

26.10 Exercise of rights

- (a) Unless expressly required by the terms of the Agreement, a Party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with the Agreement.
- (b) A Party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with the Agreement. Any conditions must be complied with by the Party relying on the consent, approval or waiver.

26.11 Benefit of Agreement

- (a) GroundProbe enters into the Agreement on its own behalf and as agent for and on behalf of its Affiliates and holds the benefit of the Agreement as trustee for them.
- (b) The provisions of the Agreement may be enforced by GroundProbe on its own behalf and on behalf of and for the benefit of its Affiliates or any one of them.

26.12 Force Majeure

- (a) If a Party is prevented in whole or in part from carrying out its obligations under the Agreement as a result of Force Majeure, it must immediately notify the other Party, specifying:
 - (1) The Force Majeure;
 - (2) The obligations it cannot perform as a result; and
 - (3) The estimated duration the Force Majeure will continue.
- (b) Following the notice described in clause 26.12(a), and while the Force Majeure continues, the obligations that cannot be performed due to the Force Majeure (excluding any payment obligations under clause 11) will be suspended. The Party prevented from carrying out its obligations (excluding any payment obligations) due to Force Majeure must resume performance of its obligations as soon as reasonably possible, and take all reasonable action to mitigate any Loss suffered by the other Party.
- (c) If the Force Majeure lasts, or is reasonably expected to last, more than thirty (30) days, then the non-declaring party may immediately terminate a Lease and / or the Agreement by notice in writing.

ANNEXURE A – ADDITIONAL GROUNDPROBE SOFTWARE LICENCE TERMS

1. Restrictions

The Customer shall not:

- (a) Modify, reverse-engineer, decompile, or disassemble the GroundProbe Software.
- (b) Copy, distribute, sublicense, or transfer the GroundProbe Software to any third party.
- (c) Use the GroundProbe Software for any unauthorized purposes beyond the permitted scope as described in the Proposal.

2. Ownership & Intellectual Property

GroundProbe retains all rights, title, and interest in and to the GroundProbe Software, including all intellectual property rights. The Customer acknowledges that no right, title or interest in the GroundProbe Software is transferred under this Software Licence.

3. Suspension of Licence

- 3.1. GroundProbe may, at its sole discretion, suspend the Customer's access to the Software Licence for any of the following reasons:
 - (a) With immediate effect if GroundProbe reasonably determines the Customer has breached any of the terms in the Agreement (including this Annexure A); or
 - (b) For the purpose of maintaining or updating the GroundProbe Software as part of providing any Maintenance and Support Services, and GroundProbe will use reasonable endeavours to provide the Customer with advance notice of any such suspension; or
 - (c) If any virus, malware, or other harmful code is detected that may compromise the integrity, security, or functionality of the GroundProbe Software or GroundProbe's assets or systems, and GroundProbe will notify the Customer of any such suspension as soon as reasonably practicable and may reinstate access once the threat has been mitigated to GroundProbe's satisfaction.
- 3.2. Where the Customer's access to the Software Licence is suspended under clause 3.1, the Customer must immediately (or after any applicable notice period) cease using the GroundProbe Software and comply with GroundProbe's reasonable directions.
- 3.3. For avoidance of doubt, the Parties agree that any suspension of the Software Licence under this paragraph 3 will not constitute a breach by GroundProbe of its obligations under the Agreement and GroundProbe will not be liable for any Loss, whether direct, indirect or consequential, which may be suffered by Customer.

4. Termination of Licence

- 4.1. GroundProbe may at its sole discretion, terminate the Software Licence with immediate effect:
 - (a) If GroundProbe reasonably determines the Customer has breached any of the terms in the Agreement; or
 - (b) Where the Customer's access to the Software Licence has been suspended under paragraph 3 of this Annexure A, GroundProbe determines the Customer's access to the Software Licence cannot be securely reinstated; or
 - (c) If GroundProbe ceases to hold the rights to use and / or licence the use of the GroundProbe Software to third parties.
- 4.2. Where the Software Licence is terminated pursuant to clause 4.1, the Customer must immediately cease using the GroundProbe Software and comply with GroundProbe's reasonable directions in relation to such termination.

5. Disclaimer

GroundProbe provides the GroundProbe Software "as is," without any warranties, express or implied, including but not limited to fitness for a particular purpose, reliability, or security.

6. Limitation of Liability

In no event will GroundProbe be liable for indirect, incidental, or consequential damages arising from the Customer's use or inability to use the GroundProbe Software.

7. Back Up

The Customer may make one (1) copy only of GroundProbe Software for back-up and disaster recovery purposes only.

8. Application

The terms in this Annexure A will apply in priority to any other provision in the GroundProbe Product Lease Terms and Conditions in the event of a conflict.

GROUNDPROBE PRODUCT LEASE TERMS & CONDITIONS**ANNEXURE B - ETHICS & COMPLIANCE****Incorporations and Definitions**

This Annexure forms part of the Product Lease Terms and Conditions and applies as if incorporated in full into clause 24 of the Product Lease Terms and Conditions.

In this Annexure, the following capitalised terms have the following meanings, and if not defined below, capitalised terms in this Annexure bear the same meaning as in the GroundProbe Product Lease Terms and Conditions:

Affiliate means in respect of a legal entity, any legal entity directly or indirectly controlling, controlled by, or under common control with that legal entity, through: (i) ownership of 50% or more of issued equity; or (ii) control over the composition of the board of directors or voting stock, or otherwise, control over the day-to-day operations of the entity.

Applicable Anti-Corruption Law(s) means any international anti-corruption law or conventions applicable to either Party to the Agreement including the US Foreign Corrupt Practices Act, the UK Bribery Act and the Australian Commonwealth Criminal Code Act.

Applicable Trade Controls Law(s) means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, Canada, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations.

Restricted Country or Territory means: Afghanistan, Central African Republic, Democratic Republic of Congo, Eritrea, Iraq, Lebanon, Libya, Myanmar, Russia, Somalia, South Sudan, Sudan, Ukraine, Yemen and/or Zimbabwe.

Restricted Party means any person, entity, governmental body, organization or vessel/aircraft that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Unverified List, Denied Persons List, Debarred List, the Australian Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

Sanctioned Country or Territory means any country or territory against which comprehensive sanctions are imposed by Australia, the United States, the United Kingdom, Canada, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the activities undertaken in connection with the Agreement. As at the date of the Agreement, Sanctioned Countries or Territories include Cuba, Iran, North Korea, Syria or the Regions of Crimea, Donetsk, and Luhansk, including any transactions initiated from these jurisdictions.

1. End use restrictions

- 1.1. The Customer agrees that it will comply with Applicable Trade Control Laws in relation to any products, services or other items provided under the Agreement.
- 1.2. The Customer agrees that it will not re-sell, lease, distribute, transmit or transfer any GroundProbe product to any entity other than an Affiliate.
- 1.3. The Customer agrees that it will not export, re-export, transfer, retransfer or transport to or use any GroundProbe product, service or other items provided under the Agreement in a Sanctioned Country or Territory or a Restricted Country or Territory except in full compliance with Applicable Trade Control Laws and without first obtaining the written consent of GroundProbe, which may be withheld at GroundProbe's discretion.
- 1.4. The Customer will at all times ensure that no commodities, software, services or technical data of U.S., Australian, U.K,

Canadian or EU origin or otherwise subject to the export controls laws of these jurisdictions will be sold, leased, exported, re-exported, transmitted, transferred, retransferred or used except in compliance with all applicable government requirements.

- 1.5. The Customer represents and warrants that:
 - (a) It is not organised under the laws of, or located, operating or ordinarily resident in, a Sanctioned Country or Territory;
 - (b) It is not part of nor owned or controlled by the government of a Sanctioned Country or Territory;
 - (c) Neither it, nor any Affiliates, nor any directors, officers or employees of the Customer, is a Restricted Party; and
 - (d) It will not take any actions that cause it to become a Restricted Party or otherwise to become sanctioned, restricted, or designated under Applicable Trade Controls Laws during the term of the Agreement, and it will promptly inform GroundProbe in the event it becomes so sanctioned, restricted, or designated.
- 1.6. The Customer must upon request by GroundProbe provide written certification that it has complied with all Applicable Trade Controls Laws including, where requested, by providing an end-use certificate for any product, service or other item provided by GroundProbe.
- 1.7. Nothing in the Agreement requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.

2. Anti – Corruption

Each Party agrees that neither it nor any of its Affiliates will take any action in connection with the Agreement that would violate any Applicable Anti-Corruption Law.

3. Audit

The Customer will, upon request, permit GroundProbe to audit, examine and inspect any books, financial records, property or location under the supervision, direction or control of the Customer (including, but not limited to, the Customer's transactions with third-parties in connection with the Agreement or any products, services or other items provided by GroundProbe) as necessary for the verification of compliance with the Customer's representations, warranties and undertakings under clause 1 and/or 2 of this Annexure, except to the extent prohibited under applicable competition or anti-trust laws.

4. Termination

- 4.1. If the Customer breaches clauses 1 or 2 of this Annexure then, without limiting GroundProbe's rights, GroundProbe may in its discretion, immediately terminate the Agreement by notice in writing to the Customer;
- 4.2. For the avoidance of doubt, if GroundProbe terminates the Agreement under clause 4.1 of this Annexure, GroundProbe will be entitled to immediately cease all deliveries of GroundProbe's products, services or other items and will have no liability to compensate the Customer in any way.