

AGREED TERMS OF USE

This is a legally binding agreement between PFP Robotics Pty Ltd (ACN 623 308 289) trading as Presien of Suite 113, 4 Cornwallis Street, Eveleigh, NSW 2015 (**Presien**) and between any person or entity who purchases a **Subscription** from Presien (the **Customer**) setting out the terms upon which Presien will make available such Subscription to the Customer.

1. Definitions and Interpretation

1.1 In this agreement, the following definitions apply, unless the context otherwise requires:

Account(s) means the account(s) through which the Customer accesses and uses the App and/or the Management Console (if applicable).

App means the mobile application related to the Blindsight offering and made available by Presien for download on app stores and through which the Customer may access and use Blindsight and their Subscription Features (including through which the Customer may manage their Customer Data).

Blindsight means Presien's enterprise, product and services offering of a modular artificial intelligence vision system that includes the Hardware, the Subscription, and any applicable Support Services, as further detailed on the Website and/or in other documentation made available by Presien to the Customer from time to time (for example, in a proposal, specification, or quote document).

Australian Consumer Law means the provisions of Schedule 2 to the Competition and Consumer Act 2010 (Cth), as applied under Part XI or under a law of a State or Territory.

Authorised Distributor means a third party distributor authorised by Presien to sell the Hardware and/or provide Support Services.

Confidential Information means a party's confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) which is disclosed to, or learnt by the other party, including information which:

- (a) is identified by a party as confidential, or that the receiving party ought to have known it to be confidential; and
- (b) relates to a party's business affairs and practices, including financial information, business opportunities, business plans, business processes, methodologies and any technology know-how, but does not include information:
- (c) which is in, or comes into, the public domain other than by the receiving party's breach of this agreement;
- (d) which is independently known to, or developed by, the receiving party as evidenced by its written records; or
- (e) is or was made available to the receiving party by a person (other than the disclosing party) who is not, or was not, under an obligation of confidence to the disclosing party.

Consequential Loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

Customer Data means any information and data captured and/or generated by the Customer's use of Blindsight, its Accounts, and including the data that relates to the Customer and any individuals to whom the Customer provides any services, the Customer's staff, employees, contractors and/or other representatives.

Features means the functionality and operational features of Blindsight which are accessible by, and/or made available to, Customers in accordance with its Subscription.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, third party network, server and/or power outages, breakages of machinery, or industrial conditions, pandemic or epidemic the effect of any applicable laws, order, rules or regulations of any government or competent authority (including public health orders or directions), or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:

- (f) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and
- (g) is beyond the reasonable control of that party.

Further Subscription Term has the meaning given to that term in clause 5.4.

GDPR means the Regulation (EU) 2016/679 (General Data Protection Regulation).

GST has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hardware means any core and optional (if applicable) hardware purchased by the Customer under a separate agreement with Presien and/or from an Authorised Distributor.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Loss means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

Management Console means the online management console that may be made available to the Customer as part of their applicable Subscription, through which the Customer may access and use the Blindsight and the applicable Subscription Features (including through which the Customer may manage the Customer Data and related analytics).

Minimum Subscription Term means the minimum duration of the Customer's Subscription as selected by the Customer.

Open Source Software means any software code that is subject to the terms and conditions of a "free software" license, "software libre" license, "public" license or other similar open-source software license.

Payment Terms means the Customer's applicable payment terms for the Subscription Fees as selected by the Customer at the point of purchase (or any renewal or reactivation, as applicable).

Personal Data has the meaning given to that term in the GDPR.

Personal Information means Personal Data and/or the meaning given to that term in the Privacy Act 1988 (Cth) and/or any other applicable Privacy Law(s).

Presien IP has the meaning given to that term in clause 16.1.

Privacy Laws means the:

- (h) Privacy Act 1988 (Cth) and any other applicable laws, codes and/or regulations governing the collection and use of Personal Information;
- (i) GDPR; and/or
- (j) Surveillance Devices Act 2004 (Cth), any other equivalent or similar State or Territory legislation, and/or any other applicable laws, codes, and regulations governing surveillance and use of devices for tracking, surveillance or other similar activities.

Software means any firmware, software or operating systems forming part of Blindsight, including as built into the Hardware and/or made available as part of the App or Management Console, but excludes any Third Party Products.

Subscription means the subscription offering under Blindsight, where a Customer can select a subscription that will determine the Features accessible by, and/or made available to, the Customer and according to which the Customer can set up their Account(s) to access and use the App and/or the Management Console (as applicable).

Subscription Fees means the fees for the Subscription, based on the Subscription tier selected by the Customer.

Subscription Term means the Minimum Subscription Term together with any Further Subscription Term.

Support Services means any support services related to Blindsight and purchased by the Customer under a separate agreement with Presien and/or an Authorised Distributor (and excludes the standard services provided as part of Blindsight and set out in clause 3.3).

Taxable Supply has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Third Party Product has the meaning given to that term in clause 10.

Third Party Product Supplier means a supplier who supplies Third Party Products.

Updates means updates, upgrades, enhancements, releases, corrections, bug fixes, patches and/or other similar modifications.

Website means www.presien.com and/or any other related sites owned or operated by or on behalf of Presien (including social media pages).

1.2 In this agreement, the following rules of interpretation apply, unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (d) references to statutes include all statutes amending, consolidating or replacing such statutes;
- (e) \$ means the lawful currency of Australia, unless otherwise specified;
- (f) any reference to a party to this document includes its successors and permitted assigns;

- (g) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it; and
- (h) a reference to a clause or schedule is a reference to a clause of, or a schedule of this agreement.

2. Formation and agreement

2.1 An agreement between Presien and the Customer is formed when the Customer purchases a Subscription and/or where a Customer creates an Account and clicks an "I accept" button in respect of these agreed terms of use. Such agreement consists of these agreed terms of use (including any schedules) along with any other documentation that accompanies the Customer's purchase (for example, an invoice or a Subscription purchase confirmation) (**agreement**).

2.2 Customer warrants and represents that the representative that purchases a Subscription and/or creates an Account on Customer's behalf is authorised to do so and is authorised to bind the Customer to this agreement.

3. Hardware and support services

3.1 The Customer acknowledges and agrees that Blindsight requires both Hardware and a Subscription and that Blindsight will not operate without both.

3.2 Where the Customer purchases the Hardware directly from Presien, such purchase is subject to separate fees and a separate agreement between Presien and the Customer.

3.3 Each Subscription comes with standard online and in-app support via the App and/or Management Console as applicable.

3.4 The provision of any further Support Services to the Customer will also be subject to separate fees and agreements. Such Support Services may be purchased directly from Presien and/or from an Authorised Distributor. Where such Support Services are purchased:

- (a) directly from Presien, they will be subject to separate fees and a separate agreement between Presien and the Customer; or
- (b) an Authorised Distributor, they will be subject to separate fees and separate terms issued by that Authorised Distributor, which will form a separate agreement between the Customer and that Authorised Distributor.

3.5 Where it has not purchased the Hardware and/or Support Services directly from Presien, the Customer warrants that it has purchased Hardware and/or Support Services from an Authorised Distributor. Where the Customer has purchased Hardware and/or Support Services from an Authorised Distributor, the Customer's use of the Hardware and/or Support Services may be subject to additional fees and separate terms issued by that Authorised Distributor, which will form a separate agreement between the Customer and that Authorised Distributor.

4. Fees, taxes and payment

4.1 Fees are determined by Presien and will be provided to a Customer by Presien upon request, and/or set out on the Website (in Presien's sole discretion).

4.2 All Fees are exclusive of GST or other equivalent taxes. If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply (being the price) plus GST.

4.3 Subscription Fees (including any Subscription Fees payable under any Minimum Subscription Term, Further Subscription

Term, and/or because of an upgrade in accordance with these agreed terms of use) are payable in accordance with the Customer's applicable Payment Terms.

5. Term, renewal and termination

- 5.1 The Customer agrees to the Minimum Subscription Term applicable to their selected Subscription.
- 5.2 Presien will provide the Customer with notice of the upcoming expiry date of the Customer's Minimum Term and/or any applicable Further Subscription Term (which may be in the form of in-app or online notifications via the Customer's App and/or Management Console Account(s)).
- 5.3 Upon expiry of the Customer's Minimum Term and/or any applicable Further Subscription Term, the Customer's Subscription will automatically renew in accordance with clause 5.4, unless the Customer has opted to not renew its Subscription within the Customer's Account(s) and/or by notifying Presien in writing.
- 5.4 Upon such auto-renewal, the Customer's Subscription will be renewed either:
- (a) on an auto-renewing month-by-month basis; or
 - (b) where the Customer requests, for a specified further period (after which, this clause 5.4 and clause 5.3 will apply at the end of each such further period), (as applicable, each a **Further Subscription Term**) and will continue for the Further Subscription Term unless or until cancelled by the Customer in accordance with these agreed terms.
- 5.5 The Customer may opt renew their Subscription as the same Subscription or an upgraded or downgraded version of their Subscription (if available and applicable), subject to and in accordance with clause 6.
- 5.6 Where the Customer opts to not renew its Subscription, the Subscription will terminate at the end of the Minimum Subscription Term or then current Further Subscription Term, unless or until the Customer reactivates their Subscription in accordance with clause 5.7.
- 5.7 A Customer may reactivate their Subscription at any time via the Customer's Account(s) and/or by contacting Presien. Such reactivation may be for the same Subscription or an upgraded or downgraded version of the Subscription (if available and applicable), subject to and in accordance with clause 6. Any reactivated Subscription remains part of, and subject to, the Customer's agreement and these agreed terms of use.
- 5.8 The Customer may cancel a Further Subscription Term within the Customer's Account(s) (and/or by contacting Presien) and such cancellation will take effect at the end of the then current Further Subscription Term.
- 5.9 Where the Customer has the right to pause their Subscription Term in accordance with its Subscription Features, the Customer may pause and/or reactivate their Subscription via their Account(s) for a maximum of 6 consecutive months at any one time.
- 5.10 Where the Customer pauses their Subscription Term, the Customer's access to Blindsight will cease (and the Hardware will cease working) until the Customer reactivates their Subscription via their Account for the duration selected by the Customer (subject to clause 5.9).
- 5.11 Where the Customer pauses its Subscription, depending on the Customer's applicable payment terms for their Subscription, any Subscription and Hardware Fees paid upfront by the Customer will be retained by Presien and then applied to the Customer's Subscription once the Customer un-pauses it. The Customer's

Subscription will automatically reactivate after 6 consecutive months from the date that the Customer first paused the Subscription.

- 5.12 Presien reserves the right to, in its reasonable discretion at any time and without giving any reasons for its decision to cancel the Customer's Subscription. If Presien cancels the Customer's Subscription in accordance with this clause 5.12, such cancellation will either, at Presien's sole discretion, be effective from:
- (a) the end of the Customer's Minimum Subscription Term or then current Further Subscription Term (as applicable); or
 - (b) immediately, and Presien will refund to the Customer any pre-paid Fees, pro-rated based on the remaining days left in the month.
- 5.13 If the Customer fails to abide by these agreed terms of use or does not pay any applicable Subscription Fees on time, Presien reserves the right to suspend, and/or permanently cancel, the Customer's Subscription.
- 5.14 Upon the cancellation or expiry of the Customer's Subscription Term in accordance with:
- (a) any clause:
 - (i) Blindsight and the Customer's Subscription Features will cease being available to the Customer;
 - (ii) Presien will deactivate the Customer's Account(s); and
 - (iii) the Customer must download all Customer Data from the App and/or Management Console (as applicable) prior to the effect date of cancellation / expiry (subject to clauses 5.15 and 9.4);
 - (iv) the Customer must return or securely destroy (at Presien's discretion) all Confidential Information in its control; and
 - (b) in accordance with clause 5.13, no refund will be payable by Presien, and the Customer must pay to Presien all outstanding fees owed as at the date of cancellation immediately.
- 5.15 Provision of access to any Customer Data that the Customer has not downloaded off the App and/or Management Console (as applicable) as at the date of any cancellation or expiry of the Customer's Subscription Term will be at Presien's sole discretion and is subject to clause 9.4.
- ## 6. Subscription Features and upgrades/downgrades
- 6.1 The Customer will receive the Features that relate to its selected Subscription.
- 6.2 Subject to the remainder of this clause 6, the Customer may elect to upgrade or downgrade its Subscription (if available and applicable) through the Customer Account(s) or by notifying Presien.
- 6.3 A Customer's right to elect to downgrade is only available after the expiry of the Customer's Minimum Subscription Term. Where the Customer elects to downgrade, their new Subscription will take effect at the end of the then current Further Subscription Term and the Customer's Subscription Fees and access to Features will be updated concurrently and accordingly.
- 6.4 A Customer may elect to upgrade at any time during their Subscription Term. Where the Customer elects to do so, the upgrade will take effect immediately and the Customer's Subscription Fees and access to Features will be updated concurrently and accordingly.

- 6.5 If the Customer downgrades its Subscription, access to any Customer Data that has not been downloaded by the Customer as at the effective date of such downgrade and that is only available as a Feature of the Customer's previous Subscription will only be accessible by the Customer in accordance with clause 9.4.
- 7. Accounts**
- 7.1 The Customer will be permitted to set up the number of Accounts made available under the Customer's Subscription. The Customer must set up at least one Account in order to access the App and/or Management Console (as applicable).
- 7.2 The Customer is solely responsible for:
- (a) the accuracy and currency of any information used to set up the Account(s)
 - (b) any use of the Account(s) by its employees, staff, contractors and/or other representatives;
 - (c) all activity on the Account(s) including any unauthorised access by third parties;
 - (d) maintaining the confidentiality and security of the Account(s) and notifying Presien immediately of any unauthorised use; and
 - (e) all activities on the Account(s).
- 8. Updates**
- 8.1 Presien will push all Updates to any applicable Software. Such Updates will take effect automatically, unless the Customer has disabled such automation, in which case it is the sole responsibility of the Customer to accept and enable such Updates when Presien notifies the Customer (in any manner, including through an in-App or Management Console generic notification) that an Update is available.
- 8.2 Updates to the App will be made available via the app-store through which the Customer downloads the App. Customer is solely responsible for ensuring it has automatic updates enabled in the applicable app-store and/or checking for available Updates to the App and ensuring that the Customer is using the most up to date version of the App.
- 8.3 Presien does not accept responsibility or liability for any Loss suffered by the Customer or any third party arising from any unavailability of the Software, the App and/or the Management Console for any reason.
- 9. Customer Data**
- 9.1 The Customer:
- (a) permits Presien to copy, use and analyse Customer Data, provided that where Customer Data consists of Personal Information Presien must de-identify and anonymise such Personal Information before copying, using or analysing it; and
 - (b) grants to Presien a non-exclusive, worldwide, royalty free, assignable, perpetual and irrevocable licence to copy, use and analyse Customer Data for any purposes related to Presien's business, including benchmarking and analytics to improve and understand product usage and customer needs, provided such output and analyses will not contain any Personal Information.
- 9.2 Subject to clause 9.1, the Customer owns the right, title and interest (including any Intellectual Property Rights) in the Customer Data and is solely responsible for the integrity, accuracy and quality of the Customer Data and the means by which it acquires the Customer Data.
- 9.3 Presien reserves the right to undertake back-ups of the Customer Data, however, is not obliged to do so, and the Customer is solely responsible for:
- (a) protecting the Customer Data;
 - (b) ensuring the security of the Customer Data;
 - (c) taking appropriate measures to protect the Customer Data from accidental, unlawful or unauthorised access, use or disclosure; and
 - (d) backing up the Customer Data.
- 9.4 Presien will retain Customer Data for, as applicable:
- (a) the duration of the Customer's Subscription Term; or
 - (b) 2 years after the expiry or termination of the Customer's Subscription Term, after such time Presien reserves the right to routinely delete data, including Customer Data, from Blindsight and any applicable servers (including third party servers).
- 9.5 From time to time, Presien reserves the right to update such data retention policy on notice to the Customer.
- 9.6 The Customer will pay to Presien for Presien's time and materials (calculated at Presien's then current hourly rate) in the following circumstances:
- (a) If at any time during the Customer's Subscription Term (including in accordance with clause 6.5 or after the expiry or termination of the Subscription Term) the Customer wants access to any data or information (including Customer Data) that is accessible by Presien as part of Blindsight but that the Customer does not have access to as part of its Subscription.
 - (b) The Customer has not downloaded its accessible Customer Data by the effective date of a downgrade and/or the expiry or termination the Customer's Subscription Term and the Customer wants to retrieve such Customer Data.
- 10. Third party products and linked sites**
- 10.1 Presien may use third party products and services in supplying the Customer with Blindsight, including third party cloud-servers, 3G / 4G networks, and/or Open Source Software (**Third Party Products**). The Customer acknowledges that:
- (a) its use of, and access to, the Third Party Products may be subject separate terms issued by the Third Party Supplier, which will form a separate agreement between the Customer and the relevant Third Party Supplier;
 - (b) to the extent permitted by law, Presien makes no representations or warranties in relation to, and does not accept liability for, any Third Party Products; and
 - (c) Presien may suspend the Customer's use of, or access to, the Third Party Products at any time, including on request from the Third Party Supplier of such Third Party Products.
- 10.2 The App and/or Management Console may contain links to websites operated by third parties. Unless expressly stated otherwise, Presien does not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.
- 10.3 Any links to websites operated by third parties are not intended as referrals or endorsements but are merely provided for convenience and information purposes.
- 10.4 The Customer agrees that Presien is not liable for any Loss or damage howsoever arising that may be suffered or incurred by the Customer by accessing, visiting or using such websites operated by third parties.
- 11. Security**
- 11.1 Presien does not represent or warrant that Blindsight (in whole or part) is or will be entirely secure, uninterrupted or error-free. The Customer acknowledges that the public internet is an inherently insecure environment and that Presien has no control

over the privacy of any communications or the security of any data outside of its internal systems.

12. Warranty and liability

12.1 Presien warrants that the Customers use of Blindsight in accordance with these terms and conditions will not infringe any third party Intellectual Property Rights.

12.2 Other than expressly provided for in this agreement and to the fullest extent permitted by law:

- (a) the Customer acknowledges that it has not relied upon any statement or representation by Presien in respect of Blindsight, and, irrespective of whether or not the Customer's purpose for the use of Blindsight is known to Presien, the Customer acknowledges that under no circumstances is Presien responsible or liable for any failure or unsuitability of Blindsight to perform the purpose required by the Customer; and Presien excludes all warranties, conditions and representations in whatever form, relating to Blindsight and the Customer's Subscription, including any warranties or representations:
 - (i) that Blindsight and the Customer's Subscription (in whole or in part) and the results derived from it will be error free; and
 - (ii) relating to quality, accuracy, integration, merchantability, conformity with specifications, reliability, functionality, performance, fitness for use, and including any warranty that it will produce any particular or guaranteed outcome.
- (b)

12.3 The Customer acknowledges and agrees that Blindsight is an assistive technology that is designed to be used as a supplement to industry standard safety and planning best practices and should only be used as such.

12.4 The Customer must not, and warrants and represents that it will not:

- (a) rely on any Customer Data and/or Blindsight as a sole or critical control for its:
 - (i) safety and planning practices, procedures and policies and; and/or
 - (ii) response to safety and planning incidents or issues; and/or
- (b) alter any of its best practices regarding such practices, procedures and policies.

12.5 The Customer warrants and represents that where it provides access to any part of Blindsight (including any Customer Data) to any third party, it will notify such third party of the items set out above in clause 12.3 and 12.4.

12.6 If any supply by Presien pursuant to this agreement comprises a supply to a 'consumer' as defined in the Australian Consumer Law, then nothing contained in this agreement restricts or modifies any guarantee, right or remedy which pursuant to the Australian Consumer Law applies to this agreement or is conferred on the Customer, provided that to the extent that the Australian Consumer Law permits Presien to limit its liability for breach of guarantee imposed by the Australian Consumer Law, then to the extent permitted by the Australian Consumer Law, Presien's liability for such breach is limited to, in the case of services, any cost of the following as determined by Presien:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

12.7 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law,

- (a) in no case will Presien, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable, whether such liability is based on breach of

contract, tort (including negligence), statute or otherwise, for any direct Loss, Consequential Loss, and/or indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of revenue, business or production interruption, or a security breach) arising out of or in connection with the Customer's Subscription and/or use of Blindsight; and

- (b) where Presien's liability cannot be excluded but can be limited, Presien's aggregate liability in connection with this agreement whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to the Fees paid by the Customer to Presien in 6 months preceding any claim for such liability.

13. Customer general obligations

13.1 The Customer accepts full responsibility for its Subscription and its use of Blindsight, including Subscription it has selected, including use of such in accordance with any instructions provided by Presien.

13.2 The Customer must comply with, and only use its Subscription and Blindsight, in accordance with all applicable laws, codes and regulations.

13.3 The Customer is solely responsible for, at its own cost:

- (a) ensuring that any location in which it uses any Hardware to connect to and use its Subscription and Blindsight has sufficient 3G / 4G connectivity; and
- (b) to the extent applicable, having and maintaining sufficient:
 - (i) network infrastructure; and
 - (ii) network bandwidth to support the Customer's expected data consumption when using any Hardware with its Subscription and Blindsight.

13.4 Presien reserves the right to:

- (a) monitor the Customer's Subscription and use of Blindsight, including the Customer's data consumption; and
- (b) suspend the Customer's Subscription where Presien reasonably believes that the Customer is consuming and/or transferring an excessive amount of data, including to the extent that such consumption may, or does, overload any applicable networks or servers.

13.5 Where Presien suspends the Customer's Subscription in accordance with clause 13.5 Presien will only reactivate the Subscription where it, acting reasonably, determines that the Customer has reduced its data consumption to an acceptable level.

13.6 The duration of suspension will count towards the Customer's Subscription Term and any Subscription Fees applicable to such duration will not be refundable or creditable to the Customer.

13.7 The Customer must not:

- (a) use, modify or adapt the Software in any way that is contrary to this agreement or against any law (including for the purposes of infringing upon any third party Intellectual Property Rights);
- (b) transfer, distribute or on-sell any copy of the Software (or any derivative of them) to any third party;
- (c) distribute viruses, corrupt files, or any other similar software or programs that may damage the operation of any computer hardware or software, including the Software;
- (d) copy, cache, reproduce, reverse assemble or reverse compile the Software in whole or in part;
- (e) do anything that would prejudice the existing right, title or interest in the Software; or

- (f) engage in any other conduct that inhibits any other person from using or enjoying the Software.

14. Privacy

- 14.1 The Customer is solely responsible for compliance with all Privacy Laws.
- 14.2 To the extent that Presien handles or stores any Personal Information, Presien will do so in compliance with all applicable Privacy Laws.
- 14.3 If the GDPR applies to the collection and handling of any Personal Information under this agreement:
- (a) the parties agree that for the purposes of the GDPR:
 - (i) the Customer is the “*Data Controller*”; and
 - (ii) Presien is the “*Data Processor*”; and
 - (b) the parties will enter into a separate data processing agreement in respect of Presien processing Personal Information under this agreement that will include any necessary authorisation for Presien to engage another party as a sub-processor of such Personal Information.

15. Customer Indemnity

- 15.1 The Customer agrees to indemnify Presien and be responsible for all costs, liability, damage, loss, claim or charges and other liabilities incurred by Presien as a result of:
- (a) the Customer’s breach of this agreement;
 - (b) any injury to or death of any person caused or contributed to by Customer (including as a result of the Customer’s negligent acts or omissions);
 - (c) Presien’s enforcement this agreement; and/or
 - (d) arising out of or in any way connected with the Customer’s Subscription and/or use of Blindsight.

16. Intellectual Property

- 16.1 The Customer acknowledges and agrees that:
- (a) Presien owns all rights (including Intellectual Property Rights), title and interests in and to Blindsight (including the App, the Management Console, and the Software) and all methodologies, procedures, management tools, workshops, manuals, software, data files, concepts, ideas, inventions, know-how, patent rights and any and all other current or future subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights, that Presien creates or acquires (whether pre-existing or new), including while providing the Subscription and/or Blindsight to the Customer (**Presien IP**) and
 - (b) the Presien IP contains confidential and proprietary information belonging exclusively to, and/or licensed by Presien.
- 16.2 Nothing in this agreement transfers ownership of any Presien IP to the Customer.
- 16.3 Presien grants to the Customer a non-transferrable, non-exclusive right and license to access and use the Presien IP solely:
- (a) as provided or made available to the Customer by Presien; and
 - (b) to the extent necessary to receive the benefit of the Customer’s Subscription.
- 16.4 The Customer consents to Presien naming the Customer as a customer/client and reproducing the Customer’s business name and logos for marketing and publicity purposes.
- 16.5 The Customer agrees that Presien may, for its own business purposes, use and incorporate any ideas, suggestions, concepts, know-how or techniques contained in information

received from the Customer that directly relates to the Customer’s products or business, including any suggested changes or modification to Blindsight.

17. Confidentiality

- 17.1 Each party must keep all Confidential Information confidential and not use or disclose the Confidential Information any manner for any purpose except for fulfilling its obligations under this agreement.
- 17.2 A party may not use or disclose the Confidential Information of the other party except:
- (a) for the reasonable purposes of fulfilling its obligations under this agreement or as otherwise permitted by this agreement;
 - (b) to its employees or advisers on a need-to-know basis, subject to ensuring that such persons understand and comply with the obligations imposed by this agreement;
 - (c) as required by law; or
 - (d) with the other party’s prior written consent.

18. Notices

- 18.1 The Customer must send any notices or other communication to Presien under this agreement to legal@presien.com. Presien will send notices to the Customer to the email address associated with the Subscription and it is the Customer’s sole responsibility to update Presien of any change to its contact details.
- 18.2 A notice will be deemed to be received the earlier of when the sender receives an automated message confirming delivery or within 72 hours after the message has been sent (as recorded on the device from which the sender sent the message), unless the sender receives an automated message that the email has not been delivered.

19. Force majeure

- 19.1 If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party (except any obligation of the Customer to pay and Fees) will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.
- 19.2 If a Force Majeure Event continues for more than 60 days, either party may terminate this agreement.

20. Dispute resolution

- 20.1 Any party who claims to have a dispute against another party must issue a Dispute Notice.
- 20.2 Within 7 days after receiving the Dispute Notice, the parties must meet to resolve the dispute. Each party will be represented by a person having authority to agree to such resolution or methods. All aspects of the meetings will be confidential and without prejudice to the parties’ rights, obligations and liabilities.
- 20.3 If the parties do not resolve the dispute within 30 days (or such longer period the parties may agree in writing) after the Dispute Notice, then either party may initiate court proceedings in relation to the dispute.
- 20.4 Despite the existence of a dispute, each party must continue to perform its obligations under the agreement unless those obligations are the subject of the dispute.

21. Variation

21.1 Presien reserves the right to amend these agreed terms from time to time by either giving the Customer notice via email and/or publishing the amended terms on the Website.

21.2 A Customer's purchase of Blindsight after the date of notice or publication will constitute acceptance of the amended agreed terms.

22. **Other agreements**

22.1 Presien and the Customer may enter one or more separate agreements under which Presien sells Hardware and/or provides the support services to the Customer. The terms of use regarding such items is governed by the terms of those separate agreements, not these agreed terms of use.

22.2 Without limiting clause 22.1, this agreement contains the entire understanding between the parties concerning the subject matter of this agreement and supersedes all prior communications.

23. **General**

23.1 Nothing in this agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

23.2 Presien may sub-contract the performance of any part of its obligations and/or services to any third party.

23.3 The failure of either party to enforce any provisions under this agreement will not waive the right of such party thereafter to enforce any such provisions.

23.4 If any term or provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

23.5 This agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

23.6 The Customer may not assign, transfer or otherwise deal with this agreement or any right under this agreement without Presien's prior written consent.

23.7 Any warranty, indemnity, or obligation of confidentiality in this agreement will survive termination. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.

23.8 This agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.