

# Senoku Group License Agreement for the Call From Earth platform

Effective starting: February 2026, Version 1.0

This Senoku Software License Agreement (the "Agreement") is a legally binding agreement between you and Arensen Group Pty Ltd, the owner and operator of the Call From Earth software and platform, governing your access to and use of the Call From Earth platform.

"**Senoku**" or "**we**" means a subsidiary of Arensen Group Pty Ltd., which fully owns Call from Earth platform. If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then "**you**" means your entity and you are binding your entity to this Agreement. Senoku may modify this Agreement from time to time, subject to the terms in Section 21 (Changes to this Agreement) below. The Software is not intended for and should not be used by anyone under the age of 18. You must ensure that all Authorized Users are at least 18 years old.

The '**Service**' in this agreement means the Senoku's *Call From Earth platform* cloud-based sustainability and emissions management platform, including any related software, features, tools, documentation, updates, and support services, as made available by the Company from time to time

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) your initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement.

**By clicking on the "I agree" (or similar button or checkbox) that is presented to you at the time of your Sign up, Order, Demo or by using or accessing the**

**Software, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, do not use, or access the Software.**

## **1. Scope of Agreement**

1.1. Software. This Agreement governs your initial purchase of Senoku's software, support and maintenance for the Call From Earth software, together with any additional services, and applies to all future purchases made by you that reference this Agreement.

This Agreement includes each Order, the Senoku Policies, the Product-Specific Terms, and any other referenced policies and terms. The Software and its permitted use are further described in the Documentation. The term "Software" includes Documentation unless otherwise specified.

1.2. Cloud Products. This Agreement does not apply to Senoku's hosted or cloud-based solutions (currently designated as "Cloud" deployments), use of which requires a separate agreement with Senoku.

## **2. Accounts; Authorized Users**

2.1. Account Registration. You must register for an account with us to place Orders or access or receive Software. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices and other information to you via email or through your account. You are responsible for all actions taken through your account, including Orders made.

2.2. Authorized Users. Only Authorized Users may access and use the Software. You are responsible for compliance with this Agreement by all Authorized Users, including what Authorized Users do with your data, and for all fees incurred by Authorized Users (or from adding Authorized Users). All use of Software must be solely for the benefit of you or your Affiliates (except as expressly permitted in Section 2.3 below) and must be within the Scope of Use.

2.3. Secondary Users. As may be further described in the Documentation, certain Software may be used as part of your support (or similar) resources related to your own products. Subject to the terms and conditions of this Agreement, you may grant your own customers' end users ("**Secondary Users**") limited rights to use the

Software solely so that they may view and interact with such resources. You may not permit Secondary Users to use the Software for purposes unrelated to supporting your own offerings or grant Secondary Users administrator, configuration, or similar use of the Software. You may not charge Secondary Users a specific fee for use of the Software, but you may charge an overall fee for your own offerings. You are responsible under Section 2.2 (Authorized Users) for all Secondary Users as “Authorized Users” and are otherwise solely responsible for your own products, support offerings and Secondary relationships. Notwithstanding anything to the contrary in this Agreement, Senoku has no direct or indirect warranty, indemnity or other liability or obligations of any kind to Secondary Users.

### **3. Use of the Software**

3.1. Your License Rights. Subject to the terms and conditions of this Agreement, Senoku grants you a non-exclusive and non-transferable license, that may not be sublicensed, to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws.

3.2. Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to Senoku); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.

3.3. Number of Instances. Unless otherwise specified in your Order, for each Software license that you purchase, you may install one (1) production instance of the Software on systems owned or operated by you or one of your Authorized Users.

3.4. Product-Specific Terms. Some Software may be subject to additional terms specific to that Software. Senoku will update such documents as and when required. By accessing or using a product covered by the Product-Specific Terms, you agree to these Product-Specific Terms.

3.5 Should you find ways to modify the original software, adapt it, or otherwise divert it from its explicitly specified uses, Senoku and its subsidiaries will not be held responsible for this deviation from intended use. Modifications of this type are not permitted and are a violation of the terms of use.

3.6. Attribution. In any use of the Software, you must not remove, obscure, or alter in any way the following attribution to Senoku on all user interfaces to the Software: "Powered by Senoku," which must in every case include a hyperlink to <https://www.callfromearth.com>, and which must be in the same format as delivered in the Software.

3.7. System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Senoku will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software not provided by Senoku.

3.8. Indemnification by You. You will defend, indemnify and hold Senoku Software from and against any loss, cost, liability or damage (including all legal fees) arising from or relating to any claim brought against Senoku (a) arising from or related to your breach of Section 2.3 (Secondary Users) or any claims or disputes brought by Secondary Users arising out of their use of the Software; (b) by a third party relating to Your use or modifications (including but not limited to any representations or warranties you make about Your Modifications of the Software) or your breach of Section 3.5 (Your Modifications); (c) by a third party related to your Customer Materials, as defined in Section 6.2(b); or (d) by a third party relating to any non-Senoku content or data used by you or your Secondary Users in connection with the Software. This indemnification obligation is subject to your receiving (i) prompt

written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and (iii) all reasonably necessary cooperation of Senoku at your expense.

#### **4. Apps and Third-Party Products.**

4.1. Third Party Products. You (including your Authorized Users) may choose to use or procure other third-party products or services in connection with the Software, including Third Party Apps or implementation, customization, training or other services. Your receipt or use of any third-party products or services is subject to a separate agreement between you and the third-party provider. If you enable or use third-party products or services with the Software, you acknowledge that the third-party providers may access or use your data as required for the interoperation of their products and services with the Software. This may include transmitting, transferring, modifying or deleting your data, or storing your data on systems belonging to the third-party providers or other third parties. Any third-party provider's use of your data is subject to the applicable agreement between you and such third-party provider. We are not responsible for any access to or use of your data by third-party providers or their products or services, or for the security or privacy practices of any third-party provider or its products or services. You are solely responsible for your decision to permit any third-party provider or third-party product or service to use your data. It is your responsibility to carefully review the agreement between you and the third-party provider, as provided by the applicable third-party provider. SENOKU DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.

**5. Privacy Terms.** Senoku may store certain data and information from you and Secondary Users in connection with your and Secondary Users' use of the Software and otherwise in connection with this Agreement. All such data and information will be collected and used by Senoku in accordance with Senoku's Privacy Policy for the Call From Earth platform which you acknowledge.

#### **6. Senoku Commitments**

6.1. Support and Maintenance. During the period for which you have paid the maintenance fee, Senoku will provide Support and Maintenance for the Software in accordance with the Senoku support policy. Support and Maintenance covers New Releases when available, and "Software" in this Agreement includes New Releases.

6.2. Additional Services. Subject to this Agreement, you may purchase Additional Services from Senoku, which Senoku will provide to you pursuant to the applicable Order. Additional Services may be subject to additional policies and terms that will be specified by Senoku. Additional services may be in relation to Call from Earth software or Consultancy.

(a) *Call From Earth Deliverables*. Senoku will retain all rights, title and interest in and to any materials, deliverables, modifications, derivative works or developments that Senoku provides in connection with any Additional Services ("**Senoku Deliverables**"). You may use any Senoku Deliverables provided to you only in connection with the Software, subject to the same usage rights and restrictions as for the Software.

(b) *Customer Materials*. You agree to provide Senoku with reasonable access to your materials, systems, personnel, or other resources (including your instances of the Software) as reasonably necessary for Senoku's provision of Additional Services ("**Customer Materials**"). If you do not provide Senoku with timely access to Customer Materials, Senoku's performance of Additional Services will be excused until you do so. You retain your rights in your Customer Materials, subject to Senoku's ownership of any underlying Software, Senoku Deliverables or other Senoku Technology. Senoku will use Customer Materials solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Customer Materials to provide them to Senoku for such purposes.

(c) *Training Not Covered*. Your purchase, and our provision, of Training is not covered in this agreement.

## **7. License Term, Returns and Payment**

7.1. License Term and Renewals. The License Term, Support and Maintenance period, will be indicated in the Order (as applicable). The License Term and any applicable service periods will commence on the Order date (unless a different start date is designated in the Order) and expire on the expiration date indicated in your account.

Unless earlier terminated in accordance with this Agreement, each right to use Software will expire at the end of the applicable License Term. All renewals are subject to the applicable Software or Support and Maintenance continuing to be offered.

7.2. Delivery. We will deliver the applicable license keys to your account no later than when we have received payment of the applicable fees. You, the customer, will be responsible for accessing your account to determine that we have received payment and your Order has been processed. All deliveries under this Agreement will be electronic. You will be responsible for activating the Software via the email process, and you acknowledge that Senoku has no further delivery obligation with respect to the Call From Earth Software following the delivery of the license keys.

7.3. Return Policy. As part of our commitment to customer satisfaction, you may terminate your initial Order of the applicable Software under this Agreement by informing Senoku 3 months prior. In the event you cancel your initial Order under this Section 7.3, Senoku may disable the license key that allowed the Software to operate. This termination will not apply to Additional Services. Senoku may change this practice in the future in accordance with Section 21 (Changes to this Agreement).

7.4. Increased Scope of Use. During your License Term, you may increase your Scope of Use (e.g., adding Authorized Users, licenses, or instances) by placing a new Order, directly through the Call From Earth website. Any increases to your Scope of Use will be subject to additional fees, as outlined in the applicable Order.

7.5. Payment. You will pay all fees in accordance with each Order, by the due dates and in the currency specified in the Order. For Additional Services provided at any non-Senoku location, unless otherwise specified in your Order, you will reimburse Senoku for its pre-approved travel, lodging and meal expenses, which Senoku may charge as incurred. Other than as expressly set forth in Section 7.3 (Return Policy) and Section 16 (IP Indemnification by Senoku), all amounts are non-refundable, non-cancellable and non-creditable. You agree that we may bill your credit card or other payment method for renewals, additional users, expenses and unpaid fees, as applicable.

7.6. Taxes. Your fee under this Agreement excludes any taxes or duties payable in respect of the Software in the jurisdiction where the payment is either made or

received. To the extent that any such taxes or duties are payable by Senoku, you must pay to Senoku the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time of the levying or assessment of such taxes or duties. In that case, you will have the right to provide to Senoku any such exemption information, and Senoku will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

7.9. Future Functionality; Separate Purchases. You acknowledge that the Software and Additional Services referenced in an Order are being purchased separately from any of our other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of our other products (and for clarity, any purchases of Software and Additional Services are separate and not contingent on each other, even if listed on the same Order). You agree that your purchases are not contingent on the delivery of any future functionality or features (including future availability of any Software beyond the current License Term or any New Releases), or dependent on any oral or written public comments made by Senoku regarding future functionality or features.

**8. No-Charge Software.** We may offer certain Software to you at no charge, including free accounts, demo use, and Beta Versions as defined below. (collectively, "**No-Charge Software**"). Your use of No-Charge Software is subject to any additional terms that we specify and is only permitted during the License Term we designate (or, if not designated, until terminated in accordance with this Agreement). Except as otherwise outlined in this Section, the terms and conditions of this Agreement governing Software, including Section 3.2 (Restrictions), fully apply to No-Charge Software. We may terminate your right to use No-Charge Software at any time and for any reason at our sole discretion, without liability to you, our customer. The customer understands that any pre-release and beta versions of Software, and any pre-release and beta features within generally available Software, that we make available (collectively, "**Beta Versions**") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Software. We do not guarantee that any Beta Versions will ever be

made generally available. In some circumstances, we may charge a fee in order to allow you to use Beta Versions, but the Beta Versions will still remain subject to this section of the license agreement - Section 8. All information regarding the characteristics, features or performance of any No-Charge Software (including Beta Versions) constitutes Senoku's Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Software, including any Support and Maintenance, warranty, and indemnity obligations.

**9. License Certifications and Audits.** At our request, the customer will agree to provide a signed certification that they are using all Software pursuant to the terms of this Agreement, including the Scope of Use. The customer agrees to allow us, or our authorized agent, to audit their use of the Software (including that of their Authorized Users). We will provide the customer with at least ten (10) days advance notice prior to the audit, and the audit will be conducted during normal business hours. We will bear all out-of-pocket costs that we incur for the audit, unless the audit reveals that the customer has exceeded the Scope of Use. The customer will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at their own cost. If they exceed their Scope of Use, we may invoice them for any past or ongoing excessive use, and they will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Senoku at law or equity or under this Agreement.

**10. Ownership and Feedback.** The Software is made available on a limited license or access basis, and no ownership right is conveyed to the customer, irrespective of the use of terms such as "purchase" or "sale". Senoku and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to Senoku Group, its parent and relevant subsidiary companies. Our customers will, in due course, submit Feedback to us. Senoku may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered the Confidential Information of a customer, and nothing in this Agreement limits Senoku's right to independently use,

develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

**11. Confidentiality.** Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Senoku Technology and any performance information relating to the Software will be deemed Confidential Information of Senoku without any marking or further designation. Except as expressly authorized in all applicable agreements, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so, required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such

disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies made available by all applicable law.

## **12. Term and Termination**

12.1. Term. This Agreement is effective as of the Effective Date and continues until the expiration of all License Terms, unless earlier terminated as outlined within this document.

12.2. Termination for Cause. Either party may terminate this Agreement (including all related Orders) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days following the first written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

12.3. Termination for Convenience. You may choose to stop using the Software and terminate this Agreement (including all Orders) at any time for any reason upon written notice to Senoku through Call From Earth platform Contact Us page, but, unless you are exercising your right to terminate early pursuant to Section 7.3 (Return Policy), upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid any and all applicable fees for the then-current License Term or related services period (as applicable), any such fees that are outstanding will become due immediately, and they will be payable.

12.4. Effects of Termination. Upon any expiration or termination of this Agreement, your license to the Software terminates (even if the License Term is identified as "perpetual" or if no expiration date is specified in your Order) and you must cease using and delete (or at our request, return) all Software and Confidential Information or other materials of Senoku in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. If this Agreement is terminated by you in accordance with Section 12.2 (Termination for Cause), Senoku will refund you any prepaid Software fees covering the remainder of the then-current License Term (only for annual licenses and more than 6 months before the licence expiry date) following the effective date of termination. If this

Agreement is terminated by Senoku in accordance with Section 12.2 (Termination for Cause), you will pay all unpaid fees covering the remainder of the then-current License Term following the effective date of termination. In no event will termination relieve you of an obligation to pay any fees payable to Senoku for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

12.5. Survival. The following Sections will survive any termination or expiration of this Agreement: 3.2 (Restrictions), 3.8 (Indemnification by You), 7.5 (Payment), 7.6 (Taxes), 8 (No-Charge Software) (disclaimers and use restrictions only), 9 (License Certifications and Audits), 10 (Ownership and Feedback), 11 (Confidentiality), 12 (Term and Termination), 13.3 (Warranty and Disclaimer), 14 (Limitations of Liability), 15 (IP Indemnification by Senoku) (but solely with respect to claims arising from your use of the Software during the License Term), 16 (Dispute Resolution), 17 (Export Restrictions), and 21 (General Provisions).

### **13. Warranties and Disclaimer**

13.1. General Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. If you are an entity, you represent and warrant that this Agreement and each Order is entered into by an employee or agent of such an entity with all necessary authority to bind and commit such entity to the terms and conditions of this Agreement.

13.2. Virus Warranty. Senoku further represents and warrants that it will take reasonable commercial efforts to ensure that the Software, in the form and when provided to you, will be free of viruses, malware, or other harmful code. For a breach of the foregoing warranty, your sole and exclusive remedy, and Senoku's sole obligation, is to provide a replacement copy of the Software promptly upon notice.

13.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13.1 (GENERAL WARRANTIES) AND 14.2 (VIRUS WARRANTY), ALL SOFTWARE, SUPPORT AND MAINTENANCE AND ANY ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND SENOKU EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS

OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. SENOKU WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS / ISSUES INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SENOKU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SENOKU DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOFTWARE OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE SOFTWARE (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13.2 (VIRUS WARRANTY), THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

#### **14. Limitations of Liability**

14.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (TO BE DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS SUPPLIERS' AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY

YOU TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS THAT IMMEDIATELY PRECEDE THE CLAIM.

14.3. Excluded Claims. “**Excluded Claims**” are defined as: (1) amounts owed by you under any Orders, (2) either party’s express indemnification obligations as stated within this Agreement, and (3) your breach of Section 3.2 (Restrictions).

14.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 15 (Limitations of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

**14.5 Senoku – Responsibilities:** We are responsible for providing you with an innovative, functional product that meets your business needs. Once this responsibility is discharged, how you choose to utilize our product for the purposes of conducting your business are the responsibility of your organization. We are not responsible for any misdemeanours committed by the purchaser of our products; by purchasing the product / the license to make proper use of this product, you agree that you will make use of our products in legal and upstanding ways. Any deviation from this necessitates that any and all wrongdoing committed by a purchaser is the sole responsibility of the purchaser only, as well as any third party providers engaged by your organization.

**15. Publicity Rights.** We may identify you as a Call from earth customer in our promotional materials. We will promptly stop doing so upon your request sent to us via ‘Contact’ form on the Call from earth ebsite website.

## **16. Dispute Resolution**

16.1. Informal Resolution. In the event of any disagreement or claim originating from or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not come to a settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 16.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 16.1 will be confidential and treated as compromise and settlement

negotiations for the purposes of all rules and codes of evidence of any and all applicable legislation and jurisdictions.

16.2. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of New South Wales, Australia, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this Agreement must be brought solely and exclusively in and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New South Wales, Australia, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New South Wales, Australia, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. In any action or proceeding to enforce a party's rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

16.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 16.1 (Informal Resolution) and Section 16.2 (Governing Law; Jurisdiction), nothing in this Agreement will prevent Senoku from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

**17. Third Party Code.** The Software includes code and libraries licensed to us by third parties, including open-source software.

## **18. Changes to this Agreement.**

18.1. Modifications. We may modify the terms and conditions of this Agreement (including Senoku Policies) from time to time, for the purposes of keeping up with all relevant and applicable law. We will notify you via email, through the Software or through our website. Alongside this notice, we will specify the effective date of the modifications.

Free Software: You must accept the modifications if you wish to continue using the No-Charge demo Software. If you object to the modifications, your sole remedy is to cease using the No-Charge iteration of our software.

Purchased/Paid Licenses: Typically, when we make modifications to the main body of this Agreement (excluding the Senoku Policies), all such modifications take effect at the next renewal of your License Term and will automatically apply as of the renewal date unless you elect not to renew, pursuant to Section 7.1 (License Term and Renewals). In some cases – e.g., to address compliance with Laws, or as necessary for new features – we may specify that all such modifications become effective your then-current License Term. If the effective date of such modifications is during your current License Term and you object to the modifications, you may terminate your affected Orders and notify us, and we will refund you any fees you have pre-paid for use of the affected Software for the terminated portion of the applicable License Term (only for annual licenses). To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of receipt of any notice from us on the modifications. To clarify, any Order is subject to the version of this Agreement in effect at the time of the Order.

Senoku Policies: Our products and business are constantly evolving, and we may modify Senoku's policies according to changing requirements or any relevant alterations to applicable law, including during your current License Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to the Senoku Policies that, considered as a whole, would substantially diminish our obligations during your then-current License Term. Modifications to the Senoku Policies will take effect automatically as of the effective date specified for the updated policies.

## **19. General Provisions**

19.1. Notices. Any notice under this Agreement must be sent through our contact form on the website. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any applicable legal communication requirements. Our notices to you will be deemed given upon the first business day after we send it. You will provide notice to us through our contact form. Your notices to us will be deemed given upon our receipt.

19.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of all

parties involved, for example, a strike, blockade, armed conflict, act of terror, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

19.3. Assignment. You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or of a substantial portion of your assets or voting securities, provided that you furnish us with prompt notice (via our website) of such assignment, and the assignee agrees via our website to assume your obligations under this Agreement. Any attempt by you to transfer or assign this Agreement except as expressly authorized above will be considered null and void and will have no effect. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents, and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

19.4. Entire Agreement. This Agreement is the entire agreement between you and Senoku relating to the Call From Earth platform Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations between you and Senoku with respect to the Software or any other subject matter covered by this Agreement. No provision of any purchase order or other business form utilised by you supersedes or supplements the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will be deemed to have no legal effect.

19.5. Conflicts. In event of any conflict between the main body of this Agreement and either the Senoku Policies or Product-Specific Terms, the Senoku Policies or Product-Specific Terms (as applicable) will control with respect to their subject matter.

19.6. Waivers; Modifications. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege included herein will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder at

law or equity. Except as set forth in Section 18 (Changes to this Agreement), any amendments or modifications to this Agreement must be executed in writing by the authorized representatives of Senoku and you, the customer.

19.7. Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal, the other provisions will continue in full force and effect.

19.8. Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power, or authority to create any duty or obligation binding the other party.

**20. Definitions.** Certain capitalized terms are defined in this Section, and others are defined contextually in this Agreement.

**"Additional Services"** means Support and Maintenance or other services related to the Software provided to you by Senoku (where Call from earth application is a Senoku product) be, as identified in an Order.

**"Affiliate"** means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

**"Senoku Policies"** means Senoku's License agreement, Privacy Policy and Cloud Terms of service (unless otherwise specified) any other policies or terms referenced in this Agreement applies to the Call from Earth platform.

**"Senoku Technology"** means the Software products (including all No-Charge Software), Senoku Deliverables, their "look and feel", all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

**"Authorized Users"** means the specific individuals, designated by you, and therefore permitted to use the applicable Software and for whom you have paid the required fees. Authorized Users may be your or your Affiliates' employees, representatives,

consultants, contractors, agents or other third parties acting for your or your Affiliates' benefit or on your or your Affiliates' behalf. Authorized Users also include any Secondary Users that you permit to use the Software, subject to Section 2.3 (Secondary Users).

**"Documentation"** means our standard published documentation for the Software.

**"Feedback"** means comments, questions, ideas, suggestions or other feedback relating to the Software, Support and Maintenance or Additional Services.

**"Laws"** means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

**"License Term"** means your permitted license term for the Software, as set forth in an Order.

**"New Releases"** means any bug fixes, patches, major or minor releases, or any other changes, modifications, or improvements to the Software that Senoku may make available to you as part of Support and Maintenance.

**"Order"** means Call From Earth's applicable ordering documentation or other purchase flow referencing this Agreement. Orders may include purchases of Software licenses, Support and Maintenance, Additional Services, increased or upgraded Scope of Use or renewals.

**"Product-Specific Terms"** means additional terms that apply to certain Software and Additional Services.

**"Scope of Use"** means your authorized scope of use for the Software as specified in the applicable Order, which may include: (a) number and type of Authorized Users, (b) numbers of licenses, copies, or instances, or (c) entity, division, business unit, website, field of use or other restrictions or billable units.

**"Software"** means Senoku's commercially available software products which includes Call From Earth including mobile applications. Your Order will specify the Software that you use.

**"Support and Maintenance"** means Senoku's support and maintenance services for the Call from Earth platform. Your level of Support and Maintenance will be specified in your Order.