END-USER LICENCE AGREEMENT (EULA)

1. Agreement

This End-User Cloud Services Agreement ("**Agreement**") is entered into by and between emite Pty Ltd Australian Business Number 44 108 495 861 ("**emite**", "**Company**", or "**we**") and the party that is named in the Services Order or Statement Of Work ("**Customer**" or "**you**") as accessing or using the emite solution ("**Cloud Service**"). If you are agreeing to this Agreement not as an individual but on behalf of your company, then "**Customer**" or "**you**" means your company, and you are binding your company to this Agreement.

2. Definitions

Affiliate: a business entity that: (i) Controls the subject party; (ii) is Controlled by such party; or (iii) is under common Control with such party, but only during the time that such Control exists. "**Control(led)**" is the ability to determine the management policies of an entity through equity ownership of a majority of interests of such entity.

Cloud Hosting Regions: as defined and listed at https://aws.amazon.com/about-aws/global-infrastructure/regions_az/ and https://www.oracle.com/au/cloud/public-cloud-regions/

Cloud Services: emite-operated cloud offerings that are based on emite proprietary software deployed in an emite-managed cloud services environment, and the support for such offerings, the specific features and functionality of which are described in the Documentation and identified on a Services Order as being part of the Cloud Services. Cloud Services exclude Third-Party Products, Professional Services, and Deliverables.

Customer Data: Customer data is defined as data that is ingested or collected by the emite cloud service from customer systems.

Documentation: the applicable technical instructions describing the operation of the Cloud Services found at https://prophecyinternational.atlassian.net/wiki/spaces/eMite/overview

Deliverables: the configurations, modifications, and customizations to the Cloud Services provided by emite to Customer pursuant to a Statement of Work or Services Order.

Materials: Services, Deliverables, and Documentation, collectively.

Professional Services: the consulting and implementation services provided by emite relating to the Cloud Services and documented in a SOW or Services Order. Professional Services delivery terms are in the Professional Services Addendum at https://www.prophecyinternational.com/legal/professional-services-addendum/

Services: See Cloud Services

Services Order: the document by which Customer orders, and emite agrees to provide, Services pursuant to this Agreement.

Statement of Work or **SOW:** the document by which Customer orders, and emite agrees to provide, Professional Services pursuant to this Agreement.

Subscription Term: The contract term agreed between the parties in the Service Order

Third-Party Products: any software or service proprietary to an entity other then emite that is 1) sold or licensed separately from a standard emite Cloud Services Subscription, 2) may integrate or interoperate with the Cloud Service, and 3) is accessible through a third party provider.

3. Access Rights

Subject to the terms and conditions of this Agreement, the Company grants the Customer a non-exclusive, revocable, non-transferable worldwide right to authorise individuals within the Customer's organisation to access and to use the Cloud Services and Materials for the Customer's internal business purposes during the term of this Agreement.

Customer is responsible for its Affiliates and its employees and contractors compliance with the terms of this Agreement and use of the Materials. Customer has no right to receive a copy of the object code or source code versions of the Cloud Services.

4. Restrictions

Customer shall not:

- Modify, adapt, or translate the Software.

- Reverse engineer, decompile, or disassemble the Software.

- Remove or alter any copyright or other proprietary rights notices from the Software.

5. Digital Session Recording

For the purpose of service improvement and support, the Customer acknowledges and agrees that the Company may digitally record and store sessions of the Customer's use of the Software. The Customer consents to such recording and storage.

6. Data Protection and DPA

The processing of personal data by the Company in connection with the Software may be governed by a Data Protection Addendum ("**DPA**") attached hereto as required and incorporated herein by reference. The Customer agrees to comply with the terms of the DPA.

If a DPA is not agreed between the parties emite will maintain data privacy in accordance with the terms of the privacy policy at https://www.prophecyinternational.com/privacy-policy/

6.1. Data Residency

Customer Data will reside in the Cloud Hosting Region selected by Customer throughout the Subscription Term of the relevant Services Order. The Company will not change the Cloud Hosting Region without Customer's prior written consent. Customer Data may be accessed outside the selected Cloud Hosting Region solely for the purposes of providing the Services,

including maintenance, support and/or responding to a troubleshooting request, provided however, emite must always comply with its obligations under applicable privacy legislation. Customer Data will be processed in accordance with the terms of this Agreement, data processing terms agreed between the parties in a DPA, if applicable, and requirements of applicable law.

6.2. Data Retention

Unless otherwise agreed between the parties the standard length of time that we will store Customer data in a raw format is 12 months.

7. Security & Support

emite implements security features to protect your data from cyber attacks in accordance with the terms of the Security & Compliance statement at https://www.emite.com/security-compliance/ . emite will provide support for the Cloud Service to deliver the service described in the user documentation and described in the Support Addendum at https://www.emite.com/support-addendum/ .

8. Fees and Charges

The Customer agrees to pay emite the fees for the Cloud Service as set forth in the Services Order, SOW or as otherwise agreed upon by the parties. Annual increases equivalent to 5% or the CPI in your location, whichever is greater, will be applied unless otherwise agreed between the parties.

8.1. Fee Disputes

If Customer disputes in good faith the amount of any invoice, Customer will timely pay the undisputed amount and will notify emite in writing of the disputed amount no later than the date payment would otherwise be due, providing the reasons for the dispute. The parties will attempt to resolve the dispute in good faith within 30 days after emite's receipt of Customer's notice of such dispute (the **"Resolution Period"**), during which time withholding of the disputed amount will not be considered a material breach of this Agreement and no interest will accrue for late payment of the disputed amount. Upon resolution of the dispute, Customer will pay the resolved amount promptly but, in any case, within 10 days of mutual written agreement resolving the dispute. If the dispute is not resolved within the Resolution Period, each party will be entitled to pursue all available remedies.

8.2. Sales Taxes

Customer is responsible for paying all sales taxes, use taxes, value added taxes, goods and services taxes, transaction taxes, or similar excise taxes, including any duties, or similar items (collectively, **"Sales Tax"**) associated with a Services Order or SOW and reimbursing emite for any Sales Tax with respect to the amounts due. If Customer provides emite with an incorrect ship-to address or, where applicable, does not provide emite with a valid tax exemption certificate prior to placing an order, emite will not provide Customer with a credit for such Sales Tax and Customer will be responsible for getting a refund from the applicable tax authority.

8.3. Withholding Taxes

emite is responsible for all taxes on emite's net income, and if Customer is required by any competent taxing authority to withhold taxes from payments made to emite hereunder, then Customer shall deduct such withholding tax from the payment to emite and pay such tax to the taxing authority on behalf of emite ("**Withholding Taxes**"). Customer shall obtain for and provide to emite, within 90 days after submitting such Withholding Taxes, the original tax certificate or receipt issued by the taxing authority evidencing such tax payment sufficient to allow emite to apply for an appropriate tax credit. In the event Customer does not provide the original tax certificate or receipt issued by the taxing authority, Customer shall be liable for and shall reimburse emite for the amounts deducted as Withholding Taxes from the payment. The parties agree to take all reasonable steps to reduce or eliminate Withholding Taxes under applicable law, including income tax treaties. Customer will not rely on emite to determine the applicability of Withholding Taxes and is ultimately responsible for assessing and paying any applicable Withholding Taxes.

9. Intellectual Property

The Software is protected by intellectual property rights and is owned by the Company. The Customer acknowledges and agrees that the Company retains all rights, title, and interest in and to the Software, including all intellectual property rights therein.

10. Termination
10.1. Termination by Either Party

Either party may terminate this Agreement by providing the other party with a written notice of termination at least 90 days prior to the intended termination date. Termination by the Customer cannot be made within the first twelve months of the agreed term and for multi-year term agreements a termination fee equivalent to 50% of the agreed access fee for the remaining term will be immediately payable by the Customer.

10.2. Immediate Termination by the Company

The Company may terminate this Agreement immediately upon notice if the Customer breaches any terms herein, becomes insolvent or fails to comply with any applicable laws or regulations.

10.3. Effect of Termination

Upon termination of this Agreement:

- The Customer shall cease all use of the Software and destroy all copies thereof.

- The Company will delete or deactivate the Customer's account and data associated with the Software.

- Any outstanding fees or charges owed by the Customer to the Company shall become immediately due and payable.

- The parties will be under no further obligation to each other and will have no further rights against each other under this Agreement except in respect of any breach of this Agreement which occurred before termination.

10.4.   Auto-Renewal

Unless terminated by either party in accordance with this Section 10, this Agreement will automatically renew for successive renewal terms equal in duration to the initial term ("**Renewal Term**"). The terms and conditions of this Agreement will apply to each Renewal Term unless otherwise agreed upon in writing by the parties.

10.5.   Notice of Non-Renewal

If the Customer wishes not to renew this Agreement upon expiration of the initial term or any Renewal Term, the Customer must provide written notice of non-renewal to emite at least 90 days prior to the end of the then-current term.

10.6.   Data Deletion

The Company will delete your data using industry standard practices within 14 days after the end of the agreed term or on termination, unless the term is renewed.

10.7.   Survival

Sections 6 (Data Protection and DPA), 9 (Intellectual Property), 11 (Limitation of Liability), 13 (IP Indemnification), 14 (Governing Law and Jurisdiction),15 (Compliance with Laws), 18 (Confidentiality), and 23 (Entire Agreement) shall survive any termination or expiration of this Agreement.

11. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement or the use of the Software.

Neither party's aggregate liability to the other shall exceed the amount actually paid by you to emite for access to the Cloud Services and support in the 12 months immediately preceding the claim.

The parties agree that the limitations specified in this Section 11 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. Cloud Services Warranty

Subject to Section 12.1, emite warrants to Customer that, during the Subscription Term, the Cloud Services will materially conform to the then-current description set forth in the Documentation. If Customer becomes aware of a warranty breach, Customer must notify emite in writing, upon which emite will, at its option, either: (i) modify the Cloud Services to materially conform to the current description; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither option is achieved or achievable within a reasonable period of time after Customer's written notification to emite, either party may terminate the affected Cloud Services by providing the other party 30 days' written notice of such termination and an opportunity to cure within such 30 days, after which termination will become effective and emite will refund any pre-paid, unused fees to the Customer. The remedies provided in this

Section constitute Customer's sole and exclusive remedy for breach of the warranty described herein

12.1.　Warranty Exclusions

emite's warranty obligations set forth in this Agreement do not apply to the extent a warranty claim arises from: (i) Customer's use of the Services in combination with other programs, Third-Party Products, hardware, data or specifications that are not expressly described in the Documentation; (ii) Customer's use or configuration of Services contrary to the directions or descriptions in the Documentation; (iii) the development or use of any customizations, other than customizations undertaken and performed by emite, its subcontractors, or agents; or (iv) Customer Data or other Customer content uploaded to or used with the Services.

13. IP Indemnification

We will defend you against any claim brought against you by a third party alleging that a Cloud Service, when used as authorized under this Agreement, infringes a patent or registered copyright (a "**Claim**"), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by emite (including reasonable attorneys' fees) arising out of a Claim, provided that we have received from you: (a) prompt written notice of the Claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defence and investigation of the Claim, including providing us a copy of the Claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of the Claim. If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion:

a)　procure a licence for your continued use of the Cloud Service in accordance with this Agreement;

b)　terminate your right to continue using the Cloud Service and refund any prepaid amounts for the terminated portion of the Subscription Term.

eMite's indemnification obligations above do not apply if the Cloud Service is modified by any party other than eMite, but solely to the extent the alleged infringement is caused by such modification:

a)　if the Cloud Service is used in combination with any non-eMite product, software or equipment, but solely to the extent the alleged infringement is caused by such combination;

b)　to unauthorized use of Cloud Service;

c)　to any unsupported release of the Software; or

d)　if you settle or make any admissions with respect to a claim without emite's prior written consent.

This section 13 (IP indemnification) states our sole liability and your exclusive remedy for any infringement of intellectual property rights in connection with any Cloud Service or other items provided by emite under this Agreement.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

15. Compliance with Laws

The Customer shall comply with all applicable laws, regulations, and industry standards related to the use of the Software, including data protection laws and export control laws.

16. International Use

The Customer acknowledges and agrees that the Software may be accessed and used globally. The Customer is solely responsible for complying with local laws and regulations applicable to the use of the Software in any jurisdiction.

17. Updates and Support

emite may provide updates, upgrades, or support services for the Software at its discretion. The Customer agrees to install updates or upgrades as deemed necessary by emite for continued use of the Software.

18. Confidentiality

The parties (in this clause, referred to as a "**Discloser**" or "**Recipient**" as the case may be)shall maintain the confidentiality of all non-public information obtained in connection with this Agreement ("**Confidential Information**") and shall not disclose such information to third parties without the other party's prior written consent.

Recipient of confidential information will safeguard the confidentiality of Discloser's Confidential Information and will take, at a minimum, the precautions Recipient takes to protect its own Confidential Information but, in any event, no less than reasonable care. Recipient will (i) not disclose or use Discloser's Confidential Information for any purpose other than as contemplated by, and consistent with, the terms of this Agreement, (ii) limit access to Discloser's Confidential Information only to its Affiliates, employees and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as this Agreement (provided Recipient shall be liable for such parties' compliance with the terms hereof), and (iii) not sell, transfer, disclose or otherwise make Discloser's Confidential Information available to any third party without Discloser's prior written consent.

19. Amendments

emite reserves the right to amend this Agreement at any time by providing notice to the Customer. Continued use of the Software after such notice constitutes acceptance of the amended terms.

20. Marketing

emite may use Customer's name and logo in marketing materials in reference to Customer's use of the Services, no additional usage will be permitted unless subject to Customer's prior written approval of the content by the Customer, or if required by a regulator or as an obligation as part of a listing on a stock exchange.

21. Assignment

Neither party may assign its rights or obligations under this Agreement, either in whole or in part, except (i) with respect to a sale of substantially all of its assets, merger or change in the party's ownership, (ii) to an Affiliate, or (iii) with the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of emite, then emite may immediately terminate this Agreement upon written notice to Customer. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective permitted successors and assigns.

22. Force Majeure

Except for payment obligations, neither party will be responsible for any delay or failure to comply with its obligations under this Agreement resulting from acts beyond the reasonable control of such party, including acts of God, denial of service attacks, strikes, lockouts, riots, war, terrorism, pandemics, fire, communication line failures, power failures, earthquakes or other disasters, natural or man-made.

23. Entire Agreement

This Agreement, together with any DPA and the Services Order or SOW, constitutes the entire agreement between the parties regarding the Cloud Services and supersedes all prior or contemporaneous agreements, whether oral or written, between the parties relating to the Cloud Services.