

 DEEP SPACE®

# Terms and Conditions of Service



**Deep Space  
Terms and Conditions of  
Service**

**Parties**

1	The party listed in Part A of the Reference Schedule (Deep Space).
2	The party listed in Part B of the Reference Schedule (You).

**Recitals**

A	You have received the Proposal to which these Deep Space Terms and Conditions of Service are attached.
B	If you wish to enter into the Agreement, execution by You of the Proposal indicates acceptance of the terms of the Proposal and these Deep Space Terms and Conditions of Service and constitutes the Agreement between Deep Space and You on and subject to the terms of the Agreement.



## Reference Schedule Details

### Part A: Deep Space

1	Name	Deep Space Trading Pty Ltd (ACN 669 436 373)
2	Address	LEVEL 4 SUITE 30 50-56 SANDERS STREET, UPPER MOUNT GRAVATT, QLD 4122
3	Contact Number:	
4	Email	sales@deepspacegroup.ai
5	Contact Name	

### Part B: You

1	Name	Deep Space Trading Pty Ltd (ACN 669 436 373)
2	Address	
3	Contact Number:	
4	Email	
5	Contact Name	

## Part C: Definitions and Additional Terms

### Definitions

Item	Term
Billing Date	[as specifeper quote]
Business Day Location	[Brisbane, Queensland]
Cancellation Fee	[•] percent ([•]%) of the Initial Investment
Commencement Date	[First day you have access to the Software]
Hardware	[Any computer hardware provided by Deep Space including, but not limited to, [insert] hardware].
Initial Implementation	[Any services listed in the Proposal under the heading Training and Implementation in the Initial Investment.]
Initial Investment	[The sum of all items listed in the Proposal under the heading Initial Investment.]
Jurisdiction	[Queensland, Australia]
Ongoing Investment	[the sum of all items listed in the Proposal under the heading Ongoing Investment.]
Professional Services	[All software consulting and management services, information technology services, customisation services, installation services, Additional Training or other stipulated services provided to you as identified in a Proposal or Statement of Works other than the Support Services.]
Software	[The software platform known as “[Insert]”, the software platform known as “[Insert]”, the software embedded or relating to the Hardware known as “[Insert]”, and including all modules, tiers, extensions, add-ons and related mobile application or extensions thereto, including all source code, object code, architecture, designs, functionality, content (excluding your Content), concepts, features, and documentation related thereto, as well as all updates and customisations to any of the foregoing.]
Term	[as listed in quote, or else annually by default]
Trial Period	[The trial period (if any) specified in the Proposal.]
Trial Period Implementation Costs	[The trial period implementation costs (if any) specified in the Proposal.] [Note: These are non-refundable in the event of termination during the Trial Period.]
Trial Period Subscription Costs	[The trial period subscription costs (if any) specified in the Proposal.] [Note: These are refundable in the event of termination during the Trial Period.]
Upfront Payment	[Upfront Payment as specified in the Proposal.]

# DEEP SPACE<sup>®</sup>

## Additional Terms

It is agreed as follows.

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**Acceptance Date** means the date the Proposal is signed by you.

**Account** means the account issued to you by Deep Space for you to be able to access the Software, and all users and usernames relating thereto.

**Additional Training** means any training services provided by Deep Space in addition to the Implementation Training.

**Agreement** means these Deep Space Terms and Conditions of Service, the Proposal, the Statements of Work and any schedules attached hereto as varied from time to time but shall exclude any changes made to the Agreement by you unless Deep Space has expressly agreed otherwise.

**Applicable Law** means any statute, regulation, rule, by-law, ordinance, judgement, treaty, decree, convention, rule or principle of common law or equity, rule of any applicable stock exchange or other determination, or requirement, approval or policy of any Government Agency in any jurisdiction in which a Party carries on business or in which it is incorporated.

**Authorised Representative** means the Users designated by you to Deep Space in writing from time to time who are authorised to create User Accounts, request variations to your Account, administer your use of the Service and otherwise represent you or act on your behalf for the purpose of this Agreement.

**Billing Date** means the dates set out in Part C of the Reference Schedule.

**Business Day** means a day on which banks are open for general banking business, excluding a Saturday, Sunday and a public holiday, in the Business Day Location.

**Business Day Location** means the place(s) set out in Part C of the Reference Schedule.

**Cancellation Fee** means the amount set out in Part C of the Reference Schedule.

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, equity, by operation of law or otherwise and whether involving a third party or a party to this Agreement.

**Commencement Date** means the date set out in Part C of the Reference Schedule.

**Confidential Information** means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed

pursuant to the requirements of law, regulation, or court order, provided that, where permitted by law, the receiving party will promptly inform the providing party of any such requirement in advance and cooperate with any attempt to procure a protective order or similar treatment.

**Content** means the graphics, text, data, audio, photos, music, sounds, video or similar information or material provided, uploaded or submitted by you or any User to Deep Space or the Software in the course of utilising the Software.

**Consequential Loss** means any loss or damage that:

(a) is not fairly and reasonably considered as arising naturally, according to the usual course of things, from a failure to fulfil an obligation or duty; or

(a) is not reasonably supposed to have been in the contemplation of the parties, at the time this Agreement was entered into, as a probable result of a failure to fulfil an obligation or duty.

**Corporations Act** means the Corporations Act 2001 (Cth), as amended from time to time.

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

**Foreign Laws Schedule** means the schedule attached as Schedule 3.

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, exchange, department, commission, authority, tribunal, agency or entity in any part of the world.

**GST** has the meaning given in the GST Act.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Hardware** means the hardware set out in Part C of the Reference Schedule.

**Initial Implementation** has the meaning given in Part C of the Reference Schedule.

**Initial Investment** has the meaning given in Part C of the Reference Schedule.

**Insolvency Event** means with respect to a person:

(a) the person is dissolved, wound up or placed into bankruptcy or an order is made by a court or an application is made to a court for an order or a resolution is passed or the person gives notice of its intention that the person be dissolved, wound up or placed into bankruptcy;

(b) a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the person or any property of the person or an application is made to a court for an order that a liquidator, provisional liquidator or trustee in bankruptcy be appointed in respect of the person or any property of the person;

(c) a controller or administrator is appointed in respect of the person or any property of the person or takes possession or gains control of any property of the person;

(d) except to reconstruct or amalgamate while solvent, the person enters into, or resolves to enter into, a scheme of arrangement, administration, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(e) the person is (or states that it is) insolvent or an insolvent under administration (each as defined in the Corporations Act);

(a) as a result of the operation of section 459F(1) of the Corporations Act, the person is taken to have failed to comply with a statutory demand;

(b) execution or other process issued on a judgment, decree or order of a court (whether an Australian Court or not) in favour of a creditor against the person, or another person authorised to be sued as nominal defendant on behalf of the person, is returned wholly or partly unsatisfied, or the person makes a statement from which it may be reasonably deduced that such an event has occurred;

© the person is granted protection from its creditors under any applicable legislation; or

(d) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means all present and future rights to:

(a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and

(e) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Jurisdiction means the state, territory or relevant legal jurisdiction which laws govern this Agreement set out in Part C of the Reference Schedule.

Losses means any costs, liabilities, losses, Claims, damages and expenses (including reasonable legal/attorneys' fees whether incurred or awarded) of any kind or nature whether arising in contract, tort (including but not limited to negligence), equity, by operation of law or otherwise.

Ongoing Investment has the meaning given in Part C of the Reference Schedule.

Parties means Deep Space and You and Party means any one of them.

Personnel means any representative, director, employee, contractor or agent employed, engaged or instructed by a party.

Professional Services has the meaning given in Part C of the Reference Schedule.

Proposal means any Proposal and Product Information document entered into between the parties as varied from time to time.

Related Entities has the meaning set out in the Corporations Act.

Services means, collectively any and all services provided to you by Deep Space including but not limited to services set out in a Proposal, the provision of any Software or Hardware or the supply of Professional Services.

Service Level Schedule means the schedule attached as Schedule 1.

Software has the meaning given in Part C of the Reference Schedule.

Spam means emails or other form of communication sent to a recipient who has not granted verifiable consent for the message to be sent to them (unless the recipient's email details were obtained by the sender in the course of the sale or negotiations for the sale of a product or service to that recipient, and the email concerns the sender's similar products and services only), or who has withdrawn such consent or has otherwise refused the use of their details for direct marketing. For clarity, consent is defined as "any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to them".

Special Categories means the processing of special categories of data as defined in Article 9 of the Regulation (EU) 2016/679 (General Data Protection Regulation) and includes any category of data which is sensitive in nature.

Statement of Work or SOW means a written description of Professional Services only to be performed by Deep Space under this Agreement, which shall specify as applicable, the fees associated with the work and other responsibilities of the parties. Each SOW shall remain in effect until terminated in accordance with this Agreement and/or the terms of the SOW.

Support Services means the support services further identified in Schedule 2.

Tax means any tax, goods and services tax, levy, charge, impost, duty, fee, assessment, contribution, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency and includes, but is not limited to any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Duty.

Term has the meaning given in Part C of the Reference Schedule or as renewed or amended from time to time.

Trial Period has the meaning given in Part C of the Reference Schedule.

Trial Period Implementation Costs has the meaning given in Part C of the Reference Schedule.

Trial Period Subscription Costs has the meaning given in Part C of the Reference Schedule.

Upfront Payment has the meaning given in Part C of the Reference Schedule.

User means any individual expressly permitted by you in connection with your business or use of the Service who are authorised to use the Service and have been supplied with access to the Services by you (or by Deep Space at your request).

User Account means an individual username and password account issued to you under your Account.

Workflow means any process or sequence of events caused by a breach of the Parameters.

You, you, Your or your means the legal entity or individual specified in the Proposal entering into this Agreement in their own right or on behalf of an entity as described in the Proposal.

Your Data means any information or data collected by Deep Space or provided or submitted by you or any User in the course of utilising the Services.

#### 1.1 Interpretation

In this Agreement, unless the context otherwise requires:-

(a) terms defined in the Corporations Act are used in this Agreement with their defined meaning;

(b) a reference to this Agreement or to another document includes any variation or replacement of any of them;

© a reference to a statute, ordinance, code or other law (including to law and policies) includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) the schedules and annexures to this Agreement are an integral part of this Agreement and references to this Agreement include references to such schedules and annexures;

(e) headings are inserted for convenience only and do not affect the interpretation of this Agreement;

- (a) the singular includes the plural and vice versa;
- (b) person includes a firm, a body corporate, an unincorporated Association or an authority;
- © amend includes delete or replace;
- (d) a reference to dollars, A\$ or \$ is to Australian currency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, any persons taking by novation) and assigns;
- (f) the words "including", "for example" or "such as" (and similar) when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
- (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it;
- (h) a reference to a year (other than a Financial Year), quarter or month means a calendar year, calendar quarter or calendar month respectively;
- (i) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (j) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (k) if a payment or other act must be made or done on a day which is not a Business Day, then it must be made or done on the next Business Day; and
- (l) if a period occurs from, after or before a day or the day of an act or event, it excludes that day.

#### 1.1 Who prepared this Agreement

This Agreement is not to be interpreted against a Party on the basis that the Party prepared it or had it prepared.

#### 1.2 Foreign Laws

If you reside in a jurisdiction that is listed as a foreign law jurisdiction (Foreign Law Jurisdiction) in the Foreign Law Schedule, the relevant provisions set out in the Foreign Laws Schedule in respect of that Foreign Law Jurisdiction apply to you and this Agreement is to be interpreted accordingly (*mutatis mutandis*) and to the extent of any inconsistency, the relevant provisions in the Foreign Laws Schedule shall prevail. The whole of this Agreement is subject to this clause 1.4.

### 1 Scope of Agreement

#### 1.1 Scope of Agreement

- (a) This Agreement applies to the Services and will govern any additional Services or variation to the Services Deep Space may provide to you from time to time.
- (b) You are bound by this Agreement and Deep Space's policies from the Acceptance Date.

© Deep Space may modify this Agreement from time to time, subject to the terms set out in clause 17.

### 2 Software

#### 2.1 License

Subject to payment in full of the fees due to Deep Space and compliance with this Agreement, Deep Space grants you during the Term, for the number of Users specified in the Proposal, a non-transferable, non-exclusive license, without right to sublicense, to

access and use the Software and Software functionalities identified in the Proposal, as hosted by Deep Space.

#### 1.1 Software Upgrades and Modifications

- (a) You agree that Deep Space may update, upgrade or modify the Software, at any time, including the removal or modification of previously available functionality; provided, however, that any such updates, upgrades, enhancements and/or modifications shall not materially reduce the functionality of the Software.
- (b) Subject to clause 3.2(a), unless separately identified as having additional terms, any updates, upgrades, enhancements and/or modifications provided to the Software will automatically be considered part of the Software and will be subject to the terms of this Agreement.

### 2 Hardware

#### 2.1 Hardware

This clause 4 applies if the Services include the provision of Hardware:

- (a) subject to payment in full of the fees due to Deep Space for the Hardware as set out in the Proposal and compliance with this Agreement, Deep Space agrees to sell you the Hardware in accordance with the Proposal;
- (b) you agree that:
  - (i) upon delivery of the Hardware pursuant to clause 4.3, ownership and risk of loss or damage to the Hardware shall pass to you.
  - (ii) without limiting Deep Space's rights under this Agreement, Deep Space is not liable for:
    - (A) any defective or malfunctioning Hardware; or
    - (B) Hardware not installed in accordance with any manufacturer directions; and

© if the Hardware purchased becomes defective or is recalled by the manufacturer, you must notify Deep Space in writing within ten (10) Business Days. If the Hardware can be returned and if requested by Deep Space, you must return the Hardware to Deep Space at your cost and cooperate with Deep Space and the manufacturer (as applicable) to arrange for a replacement or remedy of the defect, unless otherwise instructed by Deep Space.

#### 2.2 Refund

Notwithstanding anything else in this Agreement, you acknowledge that the cost for and any costs related to the Hardware are non-refundable. Deep Space may, at Deep Space's sole discretion, elect to refund you the cost of any Hardware, where you have terminated this Agreement during your Trial Period, provided that the Hardware has not been dispatched by Deep Space prior to the termination.

#### 2.3 Delivery

Subject to payment of the Initial Investment in accordance with the Proposal and satisfaction of any other matter required in a Proposal or required by Deep Space, Deep Space will deliver the Hardware to the address identified in your Proposal or any other location that is agreed between the parties. The Hardware shall be deemed to have been delivered in good working order and in accordance with this Agreement unless you notify Deep Space to the contrary within three (3) Business Days of delivery.

#### 2.4 Installation

You and Your Personnel are responsible for unpacking, inspecting for defects, and installing and configuring the Hardware in accordance with any instructions provided to you and in a professional and workmanlike manner.

### 1.1 Your Obligations

In addition to any other obligations under this Agreement, with respect to the Hardware you agree to:

- (a) maintain and service the Hardware entirely at your own cost and strictly in accordance with the requirements and recommendations of Deep Space and the manufacturer;
- (b) not attempt to alter, adapt, tamper, reverse engineer or make any addition to the Hardware or the Software;
- © use the Hardware in accordance with any Hardware specifications, instructions, directions, guidelines or manuals provided by Deep Space (as applicable) or the manufacturer;
- (d) providing any information reasonably requested by Deep Space, including in relation to installation, operation, inspections, servicing or defects; and
- (e) comply at your own cost with all Applicable Laws relating to the use of the Hardware, including obtaining and maintaining any licenses, permits, authorities or registrations required.

## 2 Access and Availability

### 2.1 Availability

Unless you have subscribed to the Service Level Schedule set out in the Proposal, you acknowledge that Deep Space will, subject to planned downtime make reasonable efforts to ensure that the Software is generally available; however, Deep Space does not guarantee, represent or warrant that access to the Software will be uninterrupted or error-free. Deep Space does not guarantee that you will be able to access or use all of the Software's features at all times. Deep Space will make reasonable efforts to notify you of system outages and scheduled downtime.

### 2.2 Service Level Schedule

If you have subscribed to the Service Level Schedule, as indicated in your Proposal, and paid the associated fees, Deep Space will make commercial best efforts to ensure that the Software is available in accordance with the terms of the Service Level Schedule. Your sole remedy for any failure to provide the Software in accordance with the Service Level Schedule shall be the service credits identified therein.

### 2.3 Suspension of Services

Deep Space may suspend or interrupt the Services, in whole or in part, if:

- (a) you or any Users are using the Services in breach of this Agreement or in breach of Applicable Law;
- (b) your system, your Account, User Accounts or Hardware has been compromised or unlawfully accessed;
- © suspension of the Services is necessary to protect the infrastructure of Deep Space or its affiliates, or is necessary to protect Deep Space's other customers;
- (d) suspension is required under the law or necessary to protect Deep Space's rights; and
- (e) if you fail to pay the fees applicable under this Agreement when due and you have not remedied the failure within fifteen (15) Business Days after receiving notification in writing.

### 2.4 Passwords and Access

Deep Space shall issue you User Accounts for the Software in accordance with the number of Users specified in the Proposal

(a) Other than access by Deep Space, you must use reasonable efforts to restrict unauthorised individuals and entities access to your Account or any User Accounts.

(b) You are responsible for:

- (i) all activities that occur under your Account; and
- (ii) maintaining the security and confidentiality of all your Account usernames and passwords. You must notify Deep Space promptly of any unauthorised use of your Account or any other known or suspected breach of security of which you become aware.

## 1 Ownership

### 1.1 Software Ownership

(a) Deep Space retains all right, title and interest in and to the Software, and all Intellectual Property Rights related thereto. Title to and ownership of any modifications, upgrades, updates or customisations of the Software from any source shall be held exclusively by Deep Space.

(b) Subject to clause 6.1(a), you grant Deep Space an exclusive, worldwide, royalty-free and irrevocable licence to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit error reports, corrections, and suggestions provided by you concerning the Hardware or Software and modifications based thereon or incorporated therein, which may include new functional features.

### 1.2 Hardware Ownership

You acknowledge that you have no right, title and interest in and to the Intellectual Property Rights in the Hardware, including any and all modifications, upgrades, updates or customisations from any source.

### 1.3 Content

(a) Your Content is and shall remain your property or the property of the applicable third party. You grant Deep Space a non-exclusive, worldwide, royalty-free and irrevocable license to use, reproduce, modify and prepare derivative works of your Content for the Term of this Agreement solely in connection with the provision of the Services.

(b) You agree to perform such acts, and execute and deliver such instruments and documents, and do all other things as may be reasonably necessary to evidence or perfect the rights of Deep Space set forth in this clause 6.

## 2 Support Services

If you have subscribed to the Support Services, as indicated in your Proposal, and paid the associated fees, Deep Space will make commercial best efforts to provide the Support Services in accordance with this Agreement.

### 3 Implementation Training

(a) For the purposes of this clause, Implementation Training means any items listed under the Training and Implementation section of your Initial Investment.

(b) The relevant fees for the Implementation Training will be set out under the Training and Implementation section of your Initial Investment.

© You acknowledge that any and all unused Implementation Training expires twelve (12) months from the Acceptance Date. If you require further training, you must contact Deep Space to purchase Additional Training.

Notwithstanding anything else in this Agreement, you acknowledge that a minimum of five (5) Business Days' notice is required to change or cancel any training scheduled with Deep Space. If less than five (5) Business Days' is given, you will incur the full costs of the relevant

(a) training days plus any non-refundable out of pocket expenses, such as travel costs and disbursements that Deep Space has incurred.

#### 1 Professional Services

(a) If you or your Authorised Representative request Professional Services, Deep Space shall issue a Statement of Works covering such Professional Services.

(b) Unless stated otherwise in an applicable SOW, any estimates of time provided in connection with deliverables or Services, are good faith projections, but are not guarantees. Unless otherwise agreed to by the parties in writing, in the event that Deep Space provides Professional Services on a "time and materials" rate basis, Deep Space shall charge you at Deep Space's standard rates then in effect. In the event that Deep Space provides Professional Services hereunder on a "fixed fee" rate basis, such fixed fee will cover only the specific tasks, expenses, and deliverables that the Statement of Work defines as included within the fixed fee. Unless otherwise agreed to by the parties in writing, any and all deliverables that you request that fall outside the Statement of Work or are otherwise not expressly included within such fixed fee payment schedule will be provided on a time and materials basis at Deep Space's standard rates then in effect.

© You shall pay Deep Space for the Professional Services in accordance with the payment terms set forth in the applicable Statement of Work. Subject to the Statement of Works, Deep Space shall invoice you for all such fees when due, which shall be paid by you within thirty (30) days of receipt.

(d) Deep Space shall be entitled to reimbursement for all documented, reasonable, out-of-pocket expenses incurred in connection with the provision of Professional Services to you under this Agreement, including, without limitation, travel, lodging, meals and transportation. Deep Space shall provide estimates of such expenses in each SOW. Such expenses are to be invoiced to you as they are issued and are to be paid by you as set out in the invoice. Any expenses in excess of [five hundred dollars (\$500.00)] shall require your pre-approval.

(e) Unless otherwise indicated therein, all SOW may be terminated by either party:

(i) if the other party breaches a material term of the SOW or this Agreement and such breach is not remedied within fifteen (15) Business Days' notice; or

(ii) at any time for any reason.

(f) In consideration of the parties' rights to terminate a SOW at any time, the parties agree that Deep Space will not be liable for any Losses incurred or suffered by you or any other person as a result of either parties' termination of a SOW in accordance with clause 9(e) (ii).

(g) Upon termination of a SOW for any reason, without limitation to any other rights at law or equity, Deep Space shall cease all work being performed thereunder and issue you with a final invoice. Termination of a SOW shall not eliminate your obligation to pay for time, expenses or deliverables incurred or performed prior to termination. In the event that you terminate a fixed fee SOW before deliverables are completed but after they have been commenced by Deep Space, such SOW shall be converted to a time-and-materials SOW for such commenced but incomplete deliverables, and Deep Space shall invoice you for the reasonable time incurred in connection with such incomplete deliverables.

#### 2 Your Obligations

(a) You are authorised to permit Users access to the Software via a User Account up to the number of Users identified in the Proposal as amended from time to time.

(b) You understand and agree that:

(i) you and your Users are not permitted to distribute, upload, transmit, store, make available or otherwise publish or process through the Software, Content that:

(A) is unlawful or encourages another to engage in anything unlawful;

(B) contains a virus or any other similar programs or software which may damage the operation of Deep Space's or another's computer;

(C) violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party;

(D) breaches the terms of Deep Space's privacy policies or any applicable third-party privacy policy;

(E) is libelous, defamatory, obscene, invasive of privacy or publicity rights, abusing, harassing, fraudulent, misleading, illegal, threatening or bullying.

(a) You understand and agree that Deep Space reserves the right to edit, modify or remove content being hosted by Deep Space, including for violations of the above standards.

(b) Your Users may only use the Software and Hardware in accordance with Applicable Law.

© The Software may place phone calls and text messages, which may incur fees with your carrier or your User's carriers. You agree that Deep Space is not responsible for such fees.

(d) Certain aspects of the Software and Hardware may permit tracking of individuals and items. It is your sole responsibility to alert individuals interacting with, using or being tracked by the Software and/ or Hardware of such abilities. You must comply with all Applicable Laws relating to such notifications.

(e) The Hardware will require certain third party services in order to operate. You will conduct your own enquiries into the extent of third party services and their suitability to support the operation of the Hardware. You agree that Deep Space is not responsible for any lack of or interruption in the third party services or for any fees associated with the third party services.

(f) Deep Space may enter into an additional terms of service and/or privacy policy (Platform Agreement) with a User prior to and during the User's use of the Services. Platform Agreements shall form binding contracts between Deep Space and the User without your involvement and shall govern the relationship between Deep Space and the User. You must not interfere with Deep Space's implementation of a Platform Agreement or the Users' entry into a Platform Agreement.

(g) You must not sublicense, resell or supply the Software for use in, or for the benefit of, any other organisation, entity, business, or enterprise without Deep Space's prior written consent or unless authorised under this Agreement.

#### 1 Payment

##### 1.1 Initial Investment Payment

If there is an Upfront Payment, then upon acceptance of the Proposal you will be issued with an invoice for the Upfront Payment. The Upfront Payment is payable on the Acceptance Date. If any further amount is payable for the Initial Investment, the amount must be paid as set out in the Proposal.

##### 1.2 Ongoing Investment

If there is an Ongoing Investment, then you must pay the Ongoing Investment amount on or before the Billing Date and subsequently on or before the monthly anniversary of the Billing Date. You acknowledge that the Ongoing Investment is a monthly fee and must be paid in advance at all times.

### 1.1 Other Fees

You agree to pay all fees for the provision of the Services and/or Hardware as set out in the Proposal, in the manner identified in the Proposal and for the duration of the Term. If Statements of Work are executed, you shall pay the fees in the Statements of Work at the times identified therein. If no time is identified in a Proposal or Statement of Work, fees will be payable within thirty (30) days of receipt of an invoice from Deep Space for said fees. Fees are exclusive of applicable tax, which shall be your responsibility.

### 1.2 Set-off

You acknowledge that all payments to be made by you under this Agreement must be made without deduction or set-off unless otherwise expressly agreed in writing by Deep Space. Deep Space may, in Deep Space's sole discretion, deduct and set-off any amount owing or that may become owing from you to Deep Space, whether in relation to this Agreement or otherwise, from any amount that Deep Space owes to you from time to time.

## 2 Your Data

### 2.1 Responsibility for Your Data

You acknowledge that the Software is an operations management tool only and is not a backup system. Although Deep Space may provide you with copies of your Data from time to time, you understand that it is your responsibility to back up your Data in the manner and at intervals of your own choosing and that Deep Space is not responsible for storing your Data. Deep Space does not have an obligation or liability with respect to the deletion of, corruption, or failure to, maintain copies or backups of your Data.

### 2.2 Ownership of Data

To the extent permitted by law, your Data will remain your property or, the sole property of such Users or their licensors, as applicable. Subject to this Agreement, you grant to Deep Space a non-exclusive license to use, copy, store, transmit and display your Data to the extent necessary to provide and maintain the Software and to provide services to you and your Users.

### 2.3 Privacy

You agree that:

(a) Deep Space may monitor you and your User's use of the Software and may collect and use data and related information, including but not limited to information about you and your User's use of the Software, which may be gathered periodically to ensure compliance with this Agreement, to study and improve the Software, to facilitate the provision of updates, product support and to provide the services under this Agreement. Aggregated statistical data will be the property of Deep Space. Furthermore, Deep Space may communicate with you and your Users regarding the Software and its functions, and for other requirements of Deep Space;

(b) you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of any data to Deep Space for the duration and purposes of this Agreement;

© you will not use Deep Space's Services to store any Special Category of personal data and acknowledge that Deep Space will not be liable under this Agreement for any data that may be stored without Deep Space's express written consent that is classified as Special Category data;

any collection of your Data or a User's data by Deep Space shall be collected in accordance with [Deep Space's Personal Data Protection Policy] (as amended from time to time), which you agree forms part of

(a) this Agreement. A copy of Deep Space's Personal Data

Protection Policy can be provided on request; and

(b) nothing in this Agreement prevents Deep Space from disclosing your Data to the extent required by law such as if required by subpoena or court order.

### 1.1 Spam

(a) You warrant that you will not utilise your User Account or, the Software to send marketing emails and/or other forms of marketing communication to Users or Third Parties either representing you or Deep Space and our Services without their express consent.

Consent must be given in accordance with relevant and Applicable Law.

(b) You must provide proper evidence of your compliance with clause 12.4(a) at our request. If you cannot provide such evidence or, we find any evidence of Spam activity on your Account, we may suspend the provision of any Services and your User Accounts pending further investigation.

© In the event of Spam activity being confirmed, Deep Space may terminate this Agreement, your Account, the provision of any Services and your User Accounts at Deep Space's discretion. If Deep Space terminates this Agreement in accordance with this clause 12.4, you will forfeit all payments, credits or rights to receive the Services under this Agreement and we shall have no further liability to you.

### 1 Third Party Services

You acknowledge that:

(a) you will be required to use third party products and/or services in support of the Services under this Agreement (Third Party Services);

(b) the Third Party Services are not provided by Deep Space and Deep Space provides no warranty and accepts no liability in relation to Third Party Services;

© any referral for Third Party Services that may be made by Deep Space is provided for your convenience only and shall not constitute any warranty or guarantee of any kind from Deep Space; and

(d) the Third Party Services may be subject to additional terms and conditions.

## 2 Liability

### 2.1 Indemnity by Deep Space

(a) This clause 14.1 states your sole and exclusive remedies for infringement or claims alleging infringement.

(b) Deep Space will defend, indemnify, and hold you and your Personnel harmless from and against all Losses arising from any third party suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Hardware or Software (other than in connection with your Content, your Data, the Hardware or any modifications or alterations of the Hardware or Software) (Infringement Action).

© In case of an Infringement Action, Deep Space may, in its discretion, procure a license that will protect you against the Infringement Action without cost, replace the Software or Hardware with non-infringing versions, or if it deems such remedies not practicable, Deep Space may terminate this Agreement without incurring any liability.

(d) If Deep Space terminates this Agreement in accordance with this clause 14.1, you will receive a pro-rata refund of licence fees prepaid prior to the date of termination. You will not be entitled to any refund for a period in which you have received the Services in accordance with this Agreement.

### 1.1 Indemnify by You

(a) To the extent permitted by law, you will compensate, reimburse and indemnify Deep Space, Deep Space's Personnel and Deep Space's Related Entities from and against all Losses, howsoever arising, that Deep Space, Deep Space's Personnel and Deep Space's Related Entities incur or may suffer or incur in connection with any Claim:

- (i) alleging that your Data, your Content or other data or information supplied by you or your Personnel infringes the Intellectual Property Rights or other rights of a third party or has caused harm to a third party;
- (ii) relating to your breach or alleged breach of this Agreement or any Applicable Law;
- (iii) arising out of your or your Personnel's act, omission, negligence or intentional misconduct;
- (iv) arising out of Claims relating to use of your Account or you or your Users' use of the Services; or
- (v) arising out of Claims relating to liability excluded, waived, assumed or acknowledged as the Client's responsibility in this Agreement.

(b) At Deep Space's sole discretion, Deep Space may elect to require you to undertake any action or be directly responsible for any amount that is or will be your responsibility under clause 14.2(a) before Deep Space undertakes or is required to undertake the action or pays or is required to pay the amount. The parties expressly agree that any selection made under this clause 14.2(b) does not prejudice Deep Space's rights under this Agreement or at law, including any right to recover any amount payable by you under this Agreement as a debt payable on demand.

### 1.2 Indemnity Claim

(a) In case of any Claim that is subject to indemnification under this Agreement, the party that is indemnified (Indemnitee) will provide the indemnifying party (Indemnitor) reasonably prompt notice of the relevant claim.

(b) The Indemnitor will defend and/or settle, at its own expense, the Claim, subject to indemnification under this Agreement.

© Each party will cooperate in good faith with the other to facilitate the defence of any such Claim and will tender the defence and settlement of any action or proceeding covered by this clause to the Indemnitor upon request.

(d) Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability or the Indemnitee is Deep Space.

### 1.3 Disclaimers and Limitations

(a) To the extent permitted by law and the warranties expressly stated in this Agreement, the Software, Hardware and all Services supplied by Deep Space are provided "as is", without any further warranties or representations, express or implied. You assume all responsibility for exercising independent judgement in determining whether the Software, Hardware or the materials generated thereby are accurate or sufficient for your purposes. Deep Space does not warrant or guarantee that use of the Software or Hardware will be free from defects, error-free or uninterrupted or that content loss will not occur.

(b) To the extent permitted by law, Deep Space is not liable for any Losses or Claims whether arising in contract, tort, equity, by operation of law or otherwise arising out of this Agreement or the Services except as expressly provided for in this Agreement. Nothing in this Agreement shall exclude any condition, representation, warranty, guarantee or liability that cannot be excluded as a matter of

(a) law, including but not limited to those contained in the Australian Consumer Law to the extent that they apply.

(b) Deep Space's liability arising from the breach of any condition, representation, warranty or guarantee shall at Deep Space's discretion, be limited to and completely discharged by any one or more of the following:

- (i) if the liability relates to the supply of goods:
  - (A) the replacement of the goods or the supply of equivalent goods;
  - (B) the repair of the goods;
  - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (D) the payment of the cost of having the goods repaired;
- (ii) if the liability relates to the supply of services:
  - (A) the supplying of the services again; or
  - (B) the payment of the cost of having the services supplied again.

© Hardware, Testing and Third Party Services: You acknowledge that Deep Space has partnered with third parties to provide the Hardware and relies on you and Third Party Services for the Software to operate. Subject to your obligations to indemnify Deep Space and this clause 14.4 and to the extent permitted by law, Deep Space, Deep Space's Personnel and Deep Space's Related Entities will not be liable to you or any third party for any Losses, including but not limited to, any Losses arising out of:

- (i) the Hardware in any way;
- (ii) your installation, testing or lack of testing of the Hardware;
- (iii) the selection, setup and update of the Parameters and Workflows;
- (iv) your failure to follow Deep Space's reasonable directions;
- (v) any lack or interruption of signal, power, internet or other Third Party Service howsoever arising,

except where the sole and direct cause of the Loss is a defect in the Software.

(d) Parameters and Workflows: Deep Space may provide you or make available for your information, documentation relating to the available or potential Parameters or Workflows for general or specific scenarios. This documentation is for your information only and cannot be relied upon for the identification of the suitable Parameters and Workflows in your individual circumstances. Deep Space relies on you to select your chosen Parameters and Workflows based on your own investigations and to ensure that the Parameters and Workflows are setup and maintained as you require. Deep Space, Deep Space's Personnel and Deep Space's Related Entities will not be liable to you or any third party for any Losses in any way relating to the selection, setup or update of the Parameters and Workflows. Deep Space may also provide Services to you to assist in the setting up of the Parameters and Workflows. You acknowledge that these Services do not remove your liability for monitoring and ensuring the correct selection, setup or update of the Parameters and Workflows in accordance with your needs from time to time.

(e) Total Aggregate Liability: In no event will Deep Space's aggregate liability (including, to the extent permitted by law, liability for direct Losses) exceed the lesser of:

- (i) the Ongoing Investment due for the twelve (12) month period measured by the monthly payment obligation at the time of the event or circumstance giving rise to the Claim; and
- (ii) the Ongoing Investment paid by you prior to the time of the event or circumstance giving rise to the Claim.

(a) **Consequential Damages:** In no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, earnings, revenue, profits, goodwill, use or other economic advantage, financial penalties imposed by any government or agency or any other indirect or consequential loss arising from or in relation to this Agreement). This clause will continue to apply notwithstanding termination of this Agreement by either party.

#### 1 Confidentiality

(a) Neither party will use the other party's Confidential Information except already provided for in this Agreement and as reasonably required for the performance of this Agreement.

(b) Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials.

© Each party agrees not to disclose the other party's Confidential Information to anyone other than its Personnel or advisors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder or to assist a party in meeting its legal obligations.

(d) The confidentiality obligations set forth in this clause 15 will survive for as long as applicable information meets the definition of Confidential Information.

(e) Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either:

(i) return all Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or

(ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

(f) Notwithstanding the foregoing, nothing herein shall require a party to remove or delete the other party's Confidential Information from its long-term backup storage, provided that any such retained information shall remain subject to the confidentiality obligations of this Agreement.

(g) Where a party is required to disclose Confidential Information pursuant to any legal process, that party will, where permitted by law, give prompt notice to the other party, if legally permissible, to enable the disclosing party to challenge such demand.

#### 2 Variations

##### 2.1 Variations to Fees

Deep Space may change your current fees and charges at any time by providing notice in accordance with clause 16.3.

##### 2.2 Variations to Services

If your Proposal includes a month to month license, then this clause 16.2 applies to you:

(a) you or your Authorized Representative may request a variation to your Agreement to add or decrease Users or Hardware at any time by submitting a request through your Account;

(b) if you upgrade your subscription in any way by adding Users or Hardware, you will be charged the fees for your upgraded subscription from the next Billing Date following the date Deep Space provides you with access to the upgraded subscription;

© if you downgrade your subscription by reducing Users or Hardware, you will be charged the fees for your downgraded subscription from the date of the next monthly anniversary of the Billing Date immediately following the date the downgrade becomes effective; and

(a) any charges incurred prior to the date of the downgrade is effective are non-refundable and you are not be entitled to any pro-rata refund or credit to your Account.

##### 1.1 Variations to this Agreement

Deep Space may make any changes to this Agreement or Deep Space's policies at Deep Space's sole discretion by written notice. If we reasonably expect the change to have a detrimental impact on you, we will give you thirty (30) days' notice in writing of the change. If you do not agree to the change, you may terminate this Agreement within thirty (30) days of the date of our notice in writing.

##### 1.2 Date of Variation

Any variation to this Agreement or Deep Space's policies will be deemed effective and binding upon you:

(a) from the date of notice; or

(b) if we expect the variation to have a detrimental impact on you, from expiry of the notice period, provided you have not otherwise exercised your right to terminate this Agreement in accordance with clause 16.3.

#### 1 Term and Termination

##### 1.1 Trial Period

This clause 17.1 applies if a Trial Period is provided for in your Proposal. If you elect to terminate this Agreement during the Trial Period, you must provide Deep Space with written notice of your election prior to the conclusion of the Trial Period. Subject to this Agreement, if written notice is received within this timeframe, any amount paid by you to Deep Space for the Services that are Trial Period Subscription Costs will be refunded to you. Deep Space may, at Deep Space's sole discretion, elect to refund you Trial Period Implementation Costs. You acknowledge that the purpose of the Trial Period is to for you to confirm that the Services and Hardware are satisfactory to your needs.

##### 1.2 Cancellation Fee

If you elect to terminate this Agreement at any time after the conclusion of the Trial Period and prior to the Commencement Date, Deep Space is entitled to withhold the Cancellation Fee and any non-refundable expenses reasonably incurred by Deep Space in relation to Initial Implementation. You acknowledge that the Cancellation Fee is withheld in consideration for Services rendered prior to the date of termination. If this Agreement is terminated at any time on or after the Commencement Date, Deep Space is entitled to withhold the full Initial Investment. This clause in no way limits Deep Space's rights or remedies whether under this Agreement or any law or the non-refundability of any Hardware.

##### 1.3 Fixed Term

This subclause applies if the Term identified in the Proposal is for any period other than Monthly. Your rights to the Software commence on the Commencement Date and will continue until the expiry of the Term (Expiry Date). Either party may terminate any time, however you must provide Deep Space with at least ten (10) Business Days written notice of the termination. You acknowledge that if you terminate this Agreement or if this Agreement is terminated due to your breach, then you must pay out the duration of your Term up to the Expiry Date immediately upon Deep Space's request. Unless notice in writing is provided otherwise, on expiry of the Term, the Term will be converted to a Monthly Term and clause 17.4 of this Agreement shall apply.

##### 1.4 Monthly Term

This subclause 17.4 applies if the Term identified in the Proposal is Monthly. Your rights to the Software commence on the

Commencement Date and will continue on a month to month basis until terminated by either party. Either party may terminate at any time however, you must provide Deep Space with at least ten (10) Business Days written notice of the termination. On termination by either party, you will continue to have access to the Software and be liable for the fees until the next monthly anniversary of the Billing Date following expiry of the notice period. To the extent permitted by law, payments are not refundable and Deep Space does not provide refunds or credits for any partial subscription periods.

#### 1.1 Termination for Variation

If this Agreement is terminated in accordance with clause 17.3, you must give us notice in writing of the termination. You will continue to have access to the Software and be liable for the fees until the second monthly anniversary of the Billing Date following expiry of the notice period in clause 17.3. You must pay:

- (a) any fees or charges incurred up to the date on which your termination takes effect; and
- (b) any outstanding amounts owed to Deep Space under this Agreement.

#### 1.2 Termination for Breach

Deep Space, in its sole discretion, may suspend or terminate usernames and passwords, accounts, use of the Software and/or terminate this Agreement if you materially breach this Agreement and, if the breach is remediable, such breach has not been remedied within fifteen (15) Business Days of providing you with written notice of such breach.

#### 1.3 Survival

Any clause capable of surviving termination or expiration of this Agreement, shall survive such termination or expiration. Such clauses include, but are not limited to clauses 1, 6, 12, 14, 15, 17, 18 and 19.

### 2 Dispute Resolution

(a) If any dispute, controversy or Claim arising out of or in relation to this Agreement, including with regard to the Agreement's existence, validity or termination, arises then you and Deep Space agree to notify each other of the details of each matter in dispute, any amount claimed and the full details of the reasons why each matter is disputed (Dispute Notice).

(b) If the dispute involves an error in the Services, Deep Space shall attempt to identify and correct the error in accordance with this Agreement.

© If the dispute cannot be resolved to the satisfaction of either party within sixty (60) days, then a director from each party (or other senior representative of the parties with authority to settle the dispute) will, within ten (10) Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute (Meeting Request Notice).

(d) If the dispute is not resolved at that meeting, the parties agree to enter into mediation in good faith to settle the dispute and will do so in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation (Mediation Procedure) in force at the time of the dispute. To initiate the mediation a party must give notice in writing to the other party to the dispute, referring the dispute to mediation (Mediation Notice). A copy of the referral should be sent to the Australian Disputes Centre (Mediation Institution) for your residence.

(e) Unless otherwise agreed between the parties within ten (10) Business Days of receipt of the Mediation Notice, the mediator will be nominated by the Mediation Institution. Each party shall pay an equal share of the mediator's fees, costs and expenses.

(a) If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within ten (10) Business Days from receipt of the Mediation Notice, where appropriate, in conjunction with the mediator, the Mediation Institution will be requested to decide that point for the parties.

(b) Unless otherwise agreed, the mediation will start not later than twenty (20) Business Days from receipt of the Mediation Notice. If the dispute is settled, the parties must sign a copy of the terms of settlement.

© In the event that a dispute has not settled within ten (10) Business Days after the mediator has been appointed, or such other period as agreed to in writing between the parties, the dispute shall be referred to final and binding arbitration in accordance with the following:

(i) the arbitration shall be administered by the Australian Centre for International Commercial Arbitration and will be conducted in accordance with the ACICA Expedited Arbitration Rules in force at the time of the dispute, as modified by this clause 18;

(ii) the number of arbitrators shall be one (1). The arbitrator shall not be the same person as the mediator unless the parties each consent in writing to the arbitrator so acting;

(iii) the seat of arbitration shall be Queensland, Australia; and

(iv) the language of the arbitration shall be English.

(d) You and Deep Space agree that any error, dispute or proceedings, transcripts, statements, documents, discovery, correspondence or any and all other non-public information related to the error or dispute shall be treated as confidential in accordance with clause 15.

(e) Nothing in this Agreement shall prevent a party from seeking urgent injunctive relief from the courts in the place of your residence.

(f) Pending resolution of a dispute, the parties shall continue to perform their respective obligations under this Agreement.

### 1 General provisions

#### 1.1 Notice

Deep Space may give notice by means of electronic mail to your email address specified in the Proposal or on record in your Account or by written communication sent by post or by courier service to your address in the Proposal or on record in your Account. Such notice will be deemed to have been given upon the expiration of thirty-six (36) hours after mailing (if sent by first post or sending by courier) or twelve (12) hours after sending (if sent by email), or, if earlier, when received. Such notice will be deemed to have been given twelve (12) hours after sending, or, if earlier, when received. A party may, by giving notice, change its applicable address, email, or other contact information.

#### 1.2 Costs and stamp duty

Each Party must pay their own costs in respect of this Agreement (for example, obtaining their own advice) and the matters contemplated by it.

#### 1.3 Further Assurances

Each party must do all things (including executing agreements and documents) reasonably necessary to give full effect to this Agreement and the transactions contemplated by it.

#### 1.4 Consents and approvals

A Party may give their consent conditionally or unconditionally or withhold their approval or consent in their absolute discretion unless this Agreement provides otherwise.

#### 1.1 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

#### 1.2 No Agency

No joint venture, partnership, employment, or agency relationship exists between you and Deep Space as a result of this Agreement or use of the Service.

#### 1.3 As Principal

Deep Space is entering into this Agreement as principal and not as agent for or on behalf of any other Deep Space entity.

#### 1.4 Relationship

(a) The rights, duties, obligations and liabilities of the Parties under this Agreement are several and not joint or collective. Each Party will be individually responsible only for their obligations as specified in this Agreement.

(b) Nothing in this Agreement or the relationship between or amongst any Parties gives rise to a relationship of partnership, agency or joint venture or any other fiduciary obligations amongst the Parties.

© A Party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other Parties to any obligation.

#### 1.5 No Waiver

The failure of Deep Space to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Deep Space in writing.

#### 1.6 Cumulative rights

The rights, powers, authorities, discretions and remedies of a Party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

#### 1.7 Operation of indemnities

(a) Each indemnity in this Agreement survives the expiry or termination of this Agreement.

(b) A party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

#### 1.8 Successors

This Agreement binds and benefits the Parties and their respective legal personal representatives, successors and permitted assigns.

#### 1.9 Force Majeure

Subject to your payment, and excluding a party's inability to pay debts as they come due, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, pandemics, epidemics, quarantines, stay-at-home and similar orders, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

#### 1.10 Assignment

Except for an assignment to a parent or subsidiary, this Agreement may not be assigned by either party without the prior written approval of the non-assigning party, provided that Deep Space may assign this Agreement to: (i) an affiliate of Deep Space; (ii) an acquirer of all or

substantially all of Deep Space's assets involved in the operations relevant to this Agreement; or (iii) a successor by merger or other combination. Any purported assignment in violation of this clause will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

#### 1.1 Amendment

Save as provided in this Agreement, this Agreement may be amended only by a document which all parties have signed.

#### 1.2 Entire Agreement

This Agreement, together with the Proposal and any applicable schedule or document incorporating these Deep Space Terms and Conditions of Service by reference comprise the entire agreement between you and Deep Space and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. To the extent of any inconsistency between a Proposal, SOW, these Deep Space Terms and Conditions of Service and any other document, these Deep Space Terms and Conditions of Service prevail unless expressly stated otherwise.

#### 1.3 Exclusion of CISG

The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

#### 1.4 GST

(a) Terms used in this clause 19.13 have the meanings given to them in the GST Act.

(b) If GST is payable on any taxable supply made under this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable for the taxable supply.

© As a pre-condition for payment of GST, the supplier must provide the recipient a valid tax invoice in respect of the supply at or before the time of payment of the GST.

(d) The parties agree that payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made under this Agreement.

(e) The amount recoverable on account of GST from the recipient to the supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause 19.13.

(f) If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of the amount of the reimbursable expense net of tax input credits (if any) to which the other party is entitled in respect of the reimbursable expense, and any GST payable by the other party in accordance with this clause 19.13.

(g) This clause survives termination of this Agreement.

#### 1.5 Governing law

(a) This Agreement is governed by and must be construed in accordance with the laws of the Jurisdiction. To the extent permitted by law, such governing law governs all matters arising out of or relating to this Agreement or its performance or subject matter, including its execution and formation.

(b) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction.

#### 1.1 Counterparts and electronic execution

(a) All relevant counterparts of this Agreement, when executed and accepted, will be deemed to constitute one and the same instrument comprising a binding agreement between all of the Parties and may be enforced by each Party against each other Party as if they were all Party to a single agreement.

(b) To the extent permitted by law, a counterpart may be executed electronically, including by using software or a platform for the electronic execution of contracts.

© A print out of the executed deed once all parties signing electronically have done so, will be an executed original counterpart of this Agreement, irrespective of which party prints it.

(d) Each party that signs this Agreement electronically represents and warrants that it or anyone signing on its behalf:

(i) has been duly authorised to enter into and execute this deed electronically and to create obligations that are valid and binding obligations on the party;

(ii) has affixed their own electronic signature; and

(iii) holds the position or title indicated under their electronic signature.

Thank You

[sales@deepspacegroup.ai](mailto:sales@deepspacegroup.ai)  
deepspacegroup.ai

LEVEL 4, SUITE 30 50-56,  
SANDERS STREET,  
UPPER MOUNT GRAVATT,  
QLD 4122,  
AUSTRALIA