

AGLIVE

PLATFORM, HARDWARE AND SERVICES AGREEMENT

Platform Agreement

Master terms governing access to and use of the Aglive platform, products, hardware and services

Version 1.0 · Effective January 2026
Confidential – Commercial in Confidence

CONTRACTING ENTITY

The Aglive entity that contracts with the Customer is determined by the Customer's location and is identified in clause 1.1: Aglive Australia Pty Ltd (ABN 19 672 464 756) for Australia, the United Kingdom, the European Union and the rest of the world; and Aglive LLC for North America and Latin America.

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About this Agreement

This Aglive Platform Agreement (the **Agreement**) governs the supply of the Aglive platform, products, hardware and services to the Customer. It applies to each person and entity that registers for, accesses or uses the Aglive platform, products or services, whether under a negotiated Order, an online sign-up, a trial, or a scheme or program arranged by another party.

How this Agreement is made up

The Agreement comprises: (a) these general terms; (b) each Order agreed between Aglive and the Customer; and (c) where applicable, the Data Processing Addendum and any Product Schedule. Together they constitute a single agreement between the parties. If there is any inconsistency between them, they prevail in the following order of precedence: first the Order; then the Data Processing Addendum; then any Product Schedule; and last these general terms.

When this Agreement binds the Customer

The Agreement takes effect, and binds the Customer, on the earliest of the time the Customer (or a person acting on its behalf) registers for the platform, selects “Accept”, signs an Order, receives hardware or services, or first accesses or uses the platform. By doing any of those things, the Customer agrees to be bound by the Agreement. A person who accepts the Agreement on behalf of an organisation represents that they are authorised to bind that organisation, which is then the Customer and is responsible for its Users.

IMPORTANT NOTICE

The Agreement allocates significant legal and commercial risk between the parties. The Customer should read it carefully, and in particular the provisions dealing with the ownership of intellectual property (clause 7), the treatment of data and artificial intelligence (clause 8), the Customer’s sole responsibility for its own regulatory and market compliance (clause 10), the indemnities (clause 12), and the limitations and exclusions of liability (clause 13).

Capitalised terms have the meanings given to them in clause 20.

1. Parties and interpretation

1.1 Which Aglive entity contracts with the Customer

In the Agreement, “Aglive”, “we”, “us” or “our” means the Aglive group company that contracts with the Customer, determined by the Customer’s domicile:

(a) **Australia, the United Kingdom, the European Union and any country not listed in paragraph (b):** Aglive Australia Pty Ltd (ABN 19 672 464 756); and

(b) **North America and Latin America (including the United States and Canada):** Aglive LLC, a company organised in the United States.

1.2 The Customer and its Users

“Customer”, “you” or “your” means the entity or person identified in the Order, or that registers for or uses the platform. Where a natural person registers on behalf of an organisation, that organisation is the Customer and is responsible for its Users.

1.3 Interpretation

In the Agreement, unless the context requires otherwise:

(a) headings are for convenience only and do not affect interpretation;

(b) the singular includes the plural and the converse;

(c) a reference to a person includes an individual, a body corporate, a partnership and any other entity, and includes that person’s successors and permitted assigns;

(d) the words “including”, “for example” and “such as” are not words of limitation;

(e) a reference to a statute, regulation or standard includes any amendment, replacement or re-enactment of it, and a reference to a document (including the Order) includes that document as varied or replaced from time to time;

(f) a reference to “writing” includes any communication sent by email or through the platform; and

(g) a reference to a clause is to a clause of these general terms, and capitalised terms have the meanings given in clause 20.

2. Registration, trials and scheme use

2.1 Registration and accounts

To access the platform, the Customer must register and maintain an account, must provide accurate, complete and current information, and must keep that information up to date. The Customer is responsible for all activity carried out under its account and for keeping its login credentials secure and confidential. The Customer must not share credentials, must not permit any person other than an authorised User to use them, and must notify Aglive promptly of any actual or suspected unauthorised access. Aglive is not responsible for any loss arising from the Customer’s failure to keep its credentials secure.

2.2 Trials

Aglive may make a free or evaluation trial of the platform available to the Customer. During a trial, the right to use the platform is limited to internal evaluation, the platform is provided on an “as is” basis, and, to the extent permitted by law, all warranties, indemnities and liabilities are excluded. A trial ends on its stated expiry, after which access terminates automatically unless the Customer takes up a paid subscription. Aglive may contact the Customer during and after a trial to seek feedback.

2.3 Scheme and multi-site use

Where the Customer arranges access to the platform for third-party producers, sites or supply-chain participants as part of a scheme, program or pilot (for example, a processor enabling free base-level access for its supplying producers, or a premium-export program), the Customer must ensure that each participant registers, is bound by terms no less protective of Aglive than the Agreement, uses the platform only for the approved purpose, and is identified to Aglive. The Customer remains responsible for the fees agreed for the scheme and for each participant's compliance, except where a participant contracts directly with Aglive.

3. The Aglive platform and licence to use it

3.1 What the platform comprises

The Aglive platform is a configurable, multi-tenant traceability platform. Depending on the Customer's Order, the platform and the products made available to the Customer may include:

- (a) **Aglive Core:** the foundation platform and system of record for managing livestock and product data, identifiers, locations, compliance and day-to-day operations, including NLIS, MLA and eNVD integration, animal records and history, and consignment management;
- (b) **Aglive LTRS (Livestock Transport Recording System):** ramp-level capture and validation using AI livestock counting, RFID panel readers and vehicle licence-plate recognition, with arrival and exit sessions and visual verification linked to consignments (the LTRS hardware and on-premise components are addressed in clause 5);
- (c) **Aglive Passport products:** the configurable Digital Livestock Passport, Digital Product Passport and related farm, location and product passports, keyed to GS1 identifiers and rendered as public and enterprise views; and
- (d) **Core Compliance and Verification:** automated declaration, reporting, data-aggregation and ESG workflows, together with the application programming interfaces (APIs) used to integrate the platform with the Customer's and third parties' systems.

Aglive may add to, vary, configure or withdraw features and products from time to time. The specific products, modules, sites, ramps, volumes and entitlements made available to the Customer are those set out in the Order or otherwise notified by Aglive.

3.2 Licence to use the platform

Subject to the Agreement and to payment of the Fees, Aglive grants the Customer, during the Term, a revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the platform, and to permit its authorised Users to do so, for the Customer's internal business purposes and the purposes described in the Order. This is a right to use the platform as a service. It is not a sale or transfer of the platform or of any product.

3.3 Usage restrictions

The Customer must not, and must ensure that its Users do not:

- (a) access or use the platform other than as permitted by the Agreement, or exceed the entitlements, users, sites or volumes set out in the Order;
- (b) rent, lease, sub-license, lend, resell, distribute or otherwise make the platform available to any person other than an authorised User without Aglive's prior written consent;

- (c) copy, translate, adapt, modify or create derivative works of the platform, or disassemble, decompile, reverse engineer or attempt to derive the source code, structure, configuration logic, validation rules or data models of the platform, except to the limited extent that this restriction cannot lawfully be excluded;
- (d) use the platform to build or assist in building a product or service that competes with the platform, or benchmark the platform for that purpose;
- (e) use the platform unlawfully, fraudulently or maliciously, introduce malicious code, or use any bot, scraper or automated means to access or harvest data from the platform other than through the APIs as permitted;
- (f) interfere with or compromise the security, integrity, availability or performance of the platform, or the use of the platform by other customers; or
- (g) infringe Aglive's or any third party's Intellectual Property Rights, or remove or obscure any proprietary, copyright or confidentiality notice.

3.4 Customer responsibilities

The Customer uses the platform at its own risk and is solely responsible for: ensuring that its Users comply with the Agreement (and the Customer remains responsible for its Users' acts and omissions as if they were its own); the accuracy, completeness and lawfulness of the data it inputs or connects; obtaining all consents necessary for Aglive to process that data; obtaining and maintaining the hardware, software, devices, connectivity and third-party accounts needed to use the platform; and keeping its own independent back-ups of any data held on the Customer's own devices or systems.

3.5 Updates

Aglive may issue updates and upgrades to the platform. Where an update will remove or materially and adversely affect a material part of the platform without providing a functional equivalent, Aglive will give the Customer at least 30 days' prior written notice, and the Customer may terminate the affected subscription, in which case clause 16.2 applies. The Customer must apply updates as soon as reasonably practicable, and Aglive is not liable for any issue caused by the Customer's failure to do so.

4. Implementation, integration, data and support services

Where the Order includes services (such as onboarding, implementation, configuration of a Passport implementation, integration with the Customer's or third parties' systems, data migration, training, data services or ongoing support), Aglive will provide those services with reasonable skill and care and substantially in accordance with the Order. Unless the Order states otherwise, the services are provided on a non-exclusive basis, any time estimates are indicative only, and the Customer must provide timely access, information, cooperation and approvals. The Customer uses any data, insight, recommendation or output of the services at its own risk and remains responsible for its own decisions and compliance.

4.1 Nature of an implementation

Each Customer deployment is delivered as a configured implementation of the Aglive Passport product (a configured user interface bound to selected data) rather than as a new build. Aglive accesses the specific platform data fields that an implementation requires and binds them to the configured interface. The intellectual-property consequences of this model are set out in clause 7.

5. Hardware (including LTRS equipment)

5.1 Supply

Where the Order includes hardware (such as LTRS ramp infrastructure, AI cameras, RFID panel readers, licence-plate cameras, on-premise servers, network equipment, sensors or related applicators), the Customer must acquire that hardware from Aglive or its nominated reseller or alliance partner. Certain hardware and on-premise components (for example, AI camera systems and the on-premise event-processing middleware) are supplied, manufactured, installed or supported by Aglive's alliance partners, and remain subject to the relevant manufacturer's or partner's terms and warranties, which Aglive will pass through to the Customer to the extent it is able to do so.

5.2 Risk and title

Risk in hardware passes to the Customer on delivery or on payment, whichever is earlier. Title to hardware passes to the Customer only on full payment for that hardware, or on expiry of the relevant period stated in the Order, whichever is later. Until title passes, the Customer must keep the hardware safe, insured and identifiable, and must not encumber or dispose of it.

5.3 Installation, on-premise components and access

Where hardware or on-premise servers are installed at the Customer's sites, the Customer must provide a suitable and secure operating environment (including power, communications, physical security and, where applicable, uninterruptible power), must comply with Aglive's reasonable installation and operating requirements, and must permit secure remote access (for example, by VPN) by authorised technical personnel for configuration, maintenance and support. The Customer is responsible for the physical security of on-premise equipment located within its network and premises.

5.4 Warranty and support

Manufacturer warranties apply to hardware components and are the Customer's primary remedy for hardware defects. Platform hosting, API maintenance, software support and system operation are provided under the service model set out in the Order. Except for manufacturer warranties and any non-excludable statutory guarantees (see clause 11), hardware is otherwise provided without warranty to the extent permitted by law.

5.5 Use of hardware

The Customer must use hardware only to access and use the platform and for its intended purpose (for example, applying and using animal-identification or capture devices in accordance with instructions and with applicable biosecurity and animal-welfare laws), and must comply with all laws governing the use, transfer, removal and disposal of those devices.

6. Fees, invoicing, payment and verification

6.1 Fees

The Customer must pay the Fees set out in the Order (or, if none is stated, Aglive's published fees) for the platform, products, hardware and services, and any per-head, per-unit, throughput or transaction charges. Unless stated otherwise, Fees are payable in full, without set-off, deduction or withholding.

6.2 Changes to Fees

Aglive may adjust the Fees on at least 30 days' written notice before a renewal, or in response to a requested change to the Customer's plan or to new services. The Customer is not obliged to accept an adjustment; if it does not, it is not entitled to the affected items, and continued use

after an adjustment takes effect constitutes acceptance of the adjusted Fees. Aglive does not control the price of any third-party offering.

6.3 Invoicing and payment

Aglive (or its reseller) will issue tax invoices. Unless the Order provides for automatic charging of a payment card, invoices are payable within 14 days of receipt, without set-off. Where charges are taken automatically, the Customer must keep valid payment details current.

6.4 Late payment and suspension

If the Customer fails to pay an undisputed Fee by its due date and does not pay within the cure period notified by Aglive, Aglive may suspend access to the affected items and may charge interest on the overdue amount at the rate stated in the Order, or at the maximum rate permitted by law, until the amount is paid.

6.5 Verification

Aglive may verify the Customer's use of, and compliance with, the platform through its own systems and, on reasonable notice, at the Customer's premises and systems. If verification reveals use beyond the Customer's entitlements, Aglive may require payment for the excess, the purchase of the required entitlements, remediation, and reimbursement of Aglive's reasonable verification costs.

6.6 No refund for lower use

Except as expressly stated in the Agreement, Fees already paid or payable are non-refundable, including where the Customer's actual use is lower than its entitlements, or where the Customer downgrades before the end of a term.

6.7 Taxes

Fees are exclusive of GST, VAT, sales and similar taxes, which the Customer must pay in addition. The Customer must pay, and indemnifies Aglive against, any such taxes, other than tax on Aglive's net income.

7. Intellectual Property Rights

The Aglive Core platform and the Aglive Passport product are Aglive's principal assets. This clause records that they are owned solely and exclusively by Aglive, that any legitimate co-development is confined to the visual design and configuration of each Customer's own implementation, and that no right in that implementation gives the Customer or any partner any right in the platform or product beneath it.

7.1 Aglive ownership (sole and exclusive)

As between the parties, Aglive owns and retains all Intellectual Property Rights in and to the Aglive Core platform and the Aglive Passport product, together with everything proprietary that they embody, including:

- (a) the platform and the products themselves, comprising their source code, architecture, data models and schemas, the configuration and data-binding framework, standards-keyed (GS1) generation, the rendering and selective-disclosure engine, the dashboards, the APIs and the multi-tenant design;
- (b) the proprietary methods and know-how, comprising the digital-twin token model, the multi-token aggregation method used at supply-chain nodes, the automated match-and-verify validation engine, the compliance-mapping and declaration-generation engine, the AI inference and data-quality layer, and the configurable-product architecture; and

(c)all related patents and patent applications (including any issued patent), trade secrets, copyright, database rights, designs and trade marks, including “Aglive”, “Aglive Passport”, “Aglive Core” and “Aglive LTRS”.

Blockchain and distributed-ledger technology. Aglive owns, has access to, and has the right to use its blockchain and distributed-ledger technology, infrastructure and methodology. This remains a tool and an option that Aglive owns and may implement within the platform and products at its discretion. Any such technology, and any improvement to it, forms part of Aglive’s sole and exclusive Intellectual Property Rights under this clause 7.

7.2 Background and foreground intellectual property

Each party’s Background IP remains its own. Any foreground intellectual property that improves, extends or is embedded in the Aglive Core platform or the Aglive Passport product vests solely in Aglive on creation, even if first conceived during a Customer engagement. To the extent that any such right vests in the Customer or a User, the Customer assigns it to Aglive with immediate effect, and must procure each User to do the same.

7.3 Co-developed rights in the Customer Implementation

Co-developed rights are confined to the Customer’s own implementation (the Customer Implementation, or design skin), namely the Customer-specific visual identity and brand-aligned layout, the configured selection and arrangement of Passport interface domains for the Customer’s audience, and the configuration and integration mappings that connect the Customer’s own supply-chain nodes and systems to the data shown in its implementation. The Customer (or its implementation partner) may hold shared or co-developed rights in the Customer Implementation, but only for, and strictly limited to, that Customer’s own implementation.

7.4 No reach-through; generalisation vests in Aglive

Rights granted at the implementation layer do not reach through to the platform or product beneath it. Neither the Customer nor any partner may use, copy, license, sub-license, reverse engineer or claim any right in the Aglive Core or Aglive Passport intellectual property, nor apply rights in one Customer Implementation to any other customer. If anything built for the Customer is generalised into the product (that is, made reusable by, or available to, other customers), that generalised capability forms part of the Aglive Passport product and is owned solely by Aglive, regardless of the engagement that first prompted it.

7.5 Open standards

Aglive’s intellectual property is the method by which it produces trust, not the open or industry-governed standards that the platform speaks. GS1 identifiers, the eNVD format, NLIS, LPA, MSA, AATP/UNTP and EU declaration formats remain open or industry-governed. Aglive’s protectable innovation is everything between raw field data and a compliant, verifiable output expressed in those standards.

7.6 Customer brand and background

The Customer’s brand assets and business data, and any third-party systems the Customer brings to the platform, remain the property of the Customer or the relevant third party. Aglive uses them only as licensed under clause 8, and solely for the Customer Implementation.

7.7 Infringement and feedback

The Customer must notify Aglive promptly of any suspected infringement, and of any third-party claim that use of the platform infringes that party’s rights. If the platform becomes subject to an intellectual-property claim, Aglive may, at its option and cost, procure the right to continue use, modify the platform so that it is non-infringing, or terminate the affected part (with a pro-rata

refund). Aglive may use any feedback the Customer provides freely, without restriction or compensation.

8. Customer Data, derived data and artificial intelligence

8.1 Ownership of Customer Data

As between the parties, the Customer owns its Customer Data. Data entered by or for scheme participants or other third parties belongs to those parties and is treated as Third Party Data.

8.2 Licence to process

The Customer grants Aglive, its sub-processors and their personnel a non-exclusive right to host, store, process and otherwise use the Customer Data in order to provide and support the platform, products and services, and for the purposes set out in the Order. The Customer warrants that it has obtained all consents necessary for that processing, including any consents relating to individuals, Users and third parties.

8.3 Validated data, lineage and outputs

The platform captures events, binds them to digital-twin tokens, preserves input-to-output lineage at aggregation nodes, reconciles independent signals through the match-and-verify engine, and maps validated data into declarations and standards-keyed Passports. The structured and validated corpus, and the manner in which it is selected and arranged, are protected as Aglive's database rights, copyright and trade secrets. This does not affect the Customer's ownership of the underlying Customer Data.

8.4 Derived data and improvement of the platform

Aglive may create derived materials from Customer Data, by aggregating, de-identifying, analysing or combining it, and may use Customer Data and derived materials to operate, secure, support and improve the platform, products and services, including current and future offerings that use artificial intelligence and machine learning. Aglive may disclose or commercialise derived materials only where, in the form disclosed, they do not identify the Customer or any individual without the Customer's prior consent.

8.5 Artificial intelligence and data residency

Where the platform applies artificial intelligence to producer data (for example, AI-enabled enrichment, validation or declaration generation), inference is performed within a controlled cloud boundary, being Amazon Web Services in the Sydney (ap-southeast-2) region, so that producer data does not leave that trusted Australian environment. Aglive's proprietary contribution is the surrounding system (its prompts, pipelines and validation guards, and the data-residency architecture), and the manner in which AI outputs are admitted into the verified record. AI outputs are an aid to validation and not a substitute for the Customer's own checks, and the Customer remains responsible for decisions it makes using them.

8.6 Third Party Data and integrations

The Customer must access, use and disclose any Third Party Data available through the platform only with the consent of its owner, and must treat it as if it were Aglive's Confidential Information. Where the Customer connects third-party offerings or systems (including national systems such as NLIS and myMLA/eNVD, and providers such as Cibolabs and Informed365), the Customer is responsible for its arrangements with those providers, for the accuracy of the data it discloses, and for its compliance with their terms. Aglive is not responsible for any third-party processing.

9. Privacy and data security

9.1 Privacy

Each party must comply with applicable Privacy Laws when processing Personal Information in connection with the Agreement. Aglive processes Personal Information in accordance with the Aglive Privacy Policy and, where applicable, the Data Processing Addendum, which applies where Aglive processes the Personal Information of individuals in the United States, the European Union, the United Kingdom or Switzerland on the Customer's behalf.

9.2 Security

Aglive implements appropriate technical and organisational measures to protect Customer Data held on its and its sub-processors' servers against loss and against unauthorised access, modification or disclosure, including encrypted access, role-based access controls, secure APIs, on-premise validation under the Customer's local control where deployed, and appropriate business-continuity and disaster-recovery measures. The Customer is responsible for the security of data held on its own devices.

9.3 Back-ups

Aglive regularly backs up Customer Data held on its servers. The Customer is responsible for backing up data held on its own devices, and acknowledges that data not yet synchronised to Aglive's servers (for example, while a device is offline) cannot be backed up or recovered by Aglive.

9.4 Data breaches and cyber incidents

If either party becomes aware of an actual or suspected data breach or cyber incident affecting Customer Data, the platform or the services, it must notify the other party promptly and provide the details known to it. Aglive will provide reasonable assistance. The Customer is responsible for determining whether a breach is notifiable under applicable laws, and must not refer to Aglive in any notification without Aglive's prior approval (not to be unreasonably withheld), except where required by law.

10. Regulatory and market compliance

The platform assists the Customer to capture, validate, map and report data against regulatory and market frameworks (including NLIS, eNVD, LPA, MSA, NFAS, GS1, AATP/UNTP and EU declarations, and emerging requirements such as the EU Deforestation Regulation Due Diligence Statement and Digital Product Passports). However:

- (a) the Customer remains solely responsible for its own regulatory and market compliance, for the accuracy and completeness of the data it provides, and for any declaration, statement or claim that it makes or submits;
- (b) Aglive does not warrant that use of the platform will achieve or maintain compliance with any law, standard or market requirement, each of which may change, and Aglive maintains its mappings and rules on a reasonable-efforts basis; and
- (c) any compliance output, declaration or claim generated through the platform is based on the data and configuration provided by or for the Customer, and the Customer is responsible for reviewing and verifying it before relying on it or submitting it.

11. Warranties, disclaimers and non-excludable terms

11.1 Mutual warranties

Each party warrants that it has the power and authority to enter into and perform the Agreement, and that the Agreement is binding on it.

11.2 Disclaimer

To the extent permitted by law, Aglive excludes all conditions, warranties and guarantees other than those expressly set out in the Agreement. In particular, Aglive does not warrant that the platform, products, hardware, services, any third-party offering, or any output, advice or result, will be accurate, current, reliable, complete, continuous, error-free, secure or uninterrupted, or fit for the Customer's particular purpose or requirements. The Customer warrants that it has not relied on any representation that is not expressly set out in the Agreement.

11.3 Non-excludable terms

Certain guarantees, rights and remedies under the Australian Consumer Law, or under other applicable consumer-protection laws, cannot be excluded, restricted or modified, and nothing in the Agreement purports to do so. Where a non-excludable guarantee applies and may be limited, Aglive's liability is limited, at its option: in the case of goods, to the replacement or repair of the goods or the cost of doing so; and, in the case of services, to the resupply of the services or the cost of doing so.

12. Indemnities

12.1 Indemnity by Aglive

Aglive will indemnify the Customer against loss arising from a third-party claim that the Customer's use of the platform in accordance with the Agreement infringes that third party's Intellectual Property Rights in the jurisdiction in which Aglive is domiciled, except to the extent that the claim arises from Customer Data, the acts or omissions of the Customer or a User, a third-party offering, a scheme, or any use outside the Agreement. This clause and clause 7.7 are the Customer's sole and exclusive remedy for intellectual-property infringement.

12.2 Indemnity by the Customer

The Customer will indemnify Aglive and its affiliates against loss arising from: a claim relating to the processing of Customer Data in accordance with the Agreement; a claim by the Customer, a User, a scheme participant or another third party relating to the use of, or reliance on, any output of the platform or services; and any breach by the Customer of the usage restrictions, the data warranties or the scheme obligations, except to the extent the loss is caused by Aglive.

12.3 Conduct of claims

The indemnified party must promptly notify the claim, must permit the indemnifying party to control its defence, and must provide reasonable assistance at the indemnifying party's cost. These indemnities are each party's sole and exclusive remedy for the matters they indemnify.

13. Limitations and exclusions of liability

13.1 Liability cap

To the extent permitted by law, and subject to clauses 13.3 and 13.4, each party's aggregate liability for all claims and losses arising out of or in connection with the Agreement in any 12-month period will not exceed the total Fees paid or payable by the Customer in that period.

13.2 Consequential loss

To the extent permitted by law, neither party is liable for any consequential loss, including any loss of profit, revenue, anticipated savings, goodwill, reputation, business opportunity or data, however arising.

13.3 Loss of data

Aglive's sole liability for Customer Data lost or corrupted from Aglive's servers as a result of Aglive's breach is to recover or restore that data, at Aglive's cost, from the last available back-up. Aglive otherwise excludes liability for the loss or corruption of data.

13.4 Liability not limited

The cap in clause 13.1 does not limit the Customer's indemnities under clause 12.2, the obligation to pay the Fees, or any liability that cannot be limited at law. The limitations and exclusions in this clause 13 apply whether liability arises in contract, in tort (including negligence), under statute or otherwise, and apply to the maximum extent permitted by law.

13.5 Force majeure

Neither party is liable for any delay in or failure of performance (other than an obligation to pay money) to the extent that it is caused by an event beyond that party's reasonable control.

13.6 Third-party offerings

The Customer accesses and relies on third-party offerings at its own risk, and Aglive excludes liability for any claim or loss arising from them.

14. Confidential Information

Each party must keep the other party's Confidential Information confidential, must use it only to exercise its rights and perform its obligations under the Agreement, and must disclose it only to those personnel, affiliates, advisers and (in Aglive's case) resellers, sub-processors and alliance partners who need it and who are bound by equivalent obligations, or as required by law or to enforce the Agreement. Aglive's Confidential Information includes the platform, the products, the Fees, and Aglive's methods, validation rules, thresholds, mapping libraries, integration adapters and the Agreement itself. The Customer agrees that Aglive may state that the Customer is a customer of Aglive, and may use other information about the Customer's use of the platform in case studies and marketing with the Customer's consent. This clause survives termination.

15. Term, suspension and termination

15.1 Term and renewal

The Agreement commences in accordance with the section headed "When this Agreement binds the Customer" and continues until terminated in accordance with its terms. A subscription runs for the term stated in the Order and, unless the Order states otherwise, renews automatically for successive terms unless either party gives notice of non-renewal at least the number of days stated in the Order before the end of the then-current term. Aglive will give reasonable advance notice of an upcoming annual renewal.

15.2 Suspension

Aglive may suspend access on notice during any period in which the Customer is in breach and has not cured that breach within the period specified, or where necessary to carry out maintenance, or to protect the security or integrity of the platform. Non-payment may also be dealt with under clause 6.4.

15.3 Termination for convenience

Either party may terminate the Agreement for convenience on at least 30 days' written notice, subject to any minimum term stated in the Order.

15.4 Termination for cause

Either party may terminate the Agreement immediately by written notice if the other party commits a material breach that is incapable of remedy, or that is not remedied within 14 days after notice, or if the other party suffers an insolvency event. A breach of the usage restrictions, the data-licence warranty, or the privacy or confidentiality obligations is a material breach.

16. Consequences of termination

16.1 General

On termination, the Customer's rights cease (subject to clause 16.3), the Customer must stop using and must delete the platform components and any data-services materials in its possession, Aglive may cease providing and may remove the platform and services, and the Customer must pay all Fees due as at termination within 30 days.

16.2 Refunds

Fees are non-refundable except where the Customer terminates under clause 3.5 or clause 15.2 (non-fault suspension), or for Aglive's material breach, or where Aglive terminates under clause 7.7, in which case Aglive will refund, on a pro-rata basis, the prepaid Fees for the period after termination.

16.3 Data export

For up to 30 days after termination, the Customer may, on written request, export the Customer Data remaining in the platform. After that period, Aglive has no obligation to retain it and may delete it, subject to any records that Aglive is required to retain by law.

16.4 Survival

The clauses dealing with usage restrictions, intellectual property, data and derived materials, confidentiality, disclaimers, indemnities, liability, the consequences of termination, disputes and the general provisions, together with any clause that by its nature should survive, survive termination of the Agreement.

17. Disputes and notices

Before commencing proceedings (other than for urgent interlocutory relief), a party must notify the other party in writing of the dispute, and the parties must seek to resolve it in good faith for a period of 14 days, and may then agree to refer it to alternative dispute resolution, with the costs of that process shared equally. A notice must be in writing and delivered by hand, by post or by email to the address last notified by the recipient, and is taken to be received on delivery or, if delivered outside business hours, at the start of the next business day.

18. General

18.1 Entire agreement

To the extent permitted by law, the Agreement is the entire agreement between the parties on its subject matter and supersedes all prior conduct, representations and understandings.

18.2 Amendment

Aglive may amend these general terms (other than the Fees, which are dealt with in clause 6.2) on at least 30 days' notice, including by posting an updated version. Continued use of the platform after an amendment takes effect constitutes acceptance of it. If an amendment materially and adversely affects the Customer, the Customer may terminate within 30 days after the notice. The Order may otherwise be varied only in writing signed by both parties.

18.3 Assignment

The Customer must not assign or novate the Agreement without Aglive's prior written consent. Aglive may assign or novate the Agreement to an affiliate, or in connection with a sale of its business or assets, and may sub-contract performance (including to alliance partners).

18.4 Relationship of the parties

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture or agency between them.

18.5 Waiver, severability and cumulative remedies

No failure or delay in exercising a right operates as a waiver of it, and a waiver must be in writing. If a provision is invalid or unenforceable in a jurisdiction, it is severed in that jurisdiction only, and the remaining provisions continue in force. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18.6 Governing law and jurisdiction

The Agreement is governed by the laws of, and the parties submit to the non-exclusive jurisdiction of the courts of:

- (a) the State in which Aglive LLC is organised, in the United States, if the Customer is domiciled in North America or Latin America; and
- (b) the State of Victoria, Australia, if the Customer is domiciled in any other jurisdiction, including the United Kingdom and the European Union.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

18.7 Export controls and sanctions

The Customer must comply with all applicable export-control and sanctions laws, and must not use the platform or any hardware in breach of them.

19. Notices to, and contact with, Aglive

A notice to Aglive may be sent to the contact address or email stated in the Order, or to the address published at aglive.com. General queries may be directed to the Aglive support channels published at aglive.com.

20. Definitions

Aglive Core: the foundation platform and system of record for managing client-tenant livestock and product data, identifiers, compliance and operations, and the source of data for the Aglive Passport product.

Aglive LTRS: the Livestock Transport Recording System, comprising AI livestock counting, RFID panel readers and licence-plate recognition with on-site capture and validation.

Aglive Passport: Aglive’s configurable, multi-tenant Passport product, including the Digital Livestock Passport, the Digital Product Passport and related passports, delivered as a configured implementation.

Background IP: the Intellectual Property Rights a party owns before, or develops independently of, an engagement.

Confidential Information: information of a confidential nature relating to a party, including, in Aglive’s case, the platform, the products, and Aglive’s methods, validation rules and thresholds, mapping libraries, integration adapters, the Fees and the Agreement; but excluding information that is lawfully in the public domain other than through a breach of the Agreement.

Customer Data: data owned or controlled by the Customer or its Users that is input to, connected to, or processed through the platform; but excluding Third Party Data and Aglive’s own materials.

Customer Implementation: the Customer’s own configured implementation of the Aglive Passport product, as described in clause 7.3.

Data Processing Addendum: Aglive’s data-processing addendum, which applies where Aglive processes the Personal Information of individuals in the United States, the European Union, the United Kingdom or Switzerland on the Customer’s behalf.

Fees: the fees and charges for the platform, products, hardware and services set out in the Order, or in Aglive’s published fees, including subscription, per-head, per-unit and throughput charges.

Intellectual Property Rights: all intellectual property rights of any kind, whether registered or not, including copyright, patents, trade marks, designs, database rights, circuit-layout rights and trade secrets, anywhere in the world.

Order: an order for the platform, products, hardware or services agreed between Aglive and the Customer, whether by signed order form, online registration or other means, that references the Agreement.

Personal Information: information or an opinion about an identified or reasonably identifiable individual, including “personal information” and “personal data” as those terms are used in applicable Privacy Laws.

Privacy Laws: all applicable laws governing the processing of Personal Information, including the Privacy Act 1988 (Cth), the GDPR (in the EU and the UK), and applicable United States state privacy laws, including the California Consumer Privacy Act.

Term: the period during which the Agreement is in force, comprising each subscription term stated in the Order and any renewal.

Third Party Data: data owned or controlled by persons other than the Customer or Aglive that is accessible through the platform, including through connected third-party offerings.

User: any person who accesses or uses the platform or the services under the Customer’s account or subscription.

END OF AGREEMENT

The Agreement is effective from the date of the Customer’s acceptance, or from the start date stated in the applicable Order, and continues in accordance with clause 15. The per-Order commercial terms (including the Fees, sites, volumes, renewal-notice periods and the interest rate for late payment) are set out in each Order.

