Sahha

API Licence Agreement

Contents

Our Disclosures
1. Engagement and Term
2. Services
3. Orders
4. Sandbox and Production Environment
5. Production Environment
6. Third Party Services
7. Variations
8. API Licence
9. Availability
10. Payment
11. Your Obligations and Representations
12. Warranties and Representations
13. Intellectual Property
14. Analytics
15. Confidential Information
16. Privacy
17. Consumer Laws
18. Limitations on liability
19. Suspension
20. Term and Termination
21. GST
22. General
23. Definitions
24. Interpretation

At Sahha, we provide a cloud-based analytics software service, as set out in more detail on our website or app (Platform) or in an Order.

In this Agreement, when we say you or your, we mean you as an individual if you are accepting this Agreement for yourself. If you are accepting this Agreement on behalf of an entity (such as your employer) and you are authorised to do so, then you or your means that entity. When we say we, us, or our, we mean Sahha Pty Ltd (ACN 649 986 505).

Our Disclosures

Please read this Agreement carefully before you accept. We draw your attention to:

- our privacy policy (available at https://sahha.ai/legal/privacy-policy/) which sets out how we will handle your personal information;
- our Customer Data Use Policy (available at https://sahha.ai/legal/data-use-policy/) which sets out binding rules for your access to and use of data obtained through the Services;
- our Data Processing Addendum (available at https://sahha.ai/legal/dpa/) which sets out the terms on which we process Personal Data on your behalf;
- clause 7 (Variations) which sets out how we may amend this Agreement;
- clause 18 (Liability) which sets out exclusions and limitations to our liability under this Agreement; and
- clause 20.5 which sets out how we can charge a cancellation fee for your early termination.

This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Engagement and Term

1.1 This Agreement is between us and you, together the Parties and each a Party.

1.2 For the avoidance of doubt:

(a) if you are in any country, including Australia, you are contracting with Sahha Pty Ltd ABN 26 649 986 505;

(b) a reference to “we”, “our” or “us” is a reference to the entity that you are contracting with.

1.3 You accept this Agreement by the earlier of:

(a) signing up for an Account and registering to use the application programming interface (API);

(b) confirming that you accept this Agreement via any method of communication, including email, our website, or other digital platforms;

(c) signing and returning this Agreement or an Order to us;

(d) making part or full payment of the Fees; and/or

(e) instructing us (whether orally or in writing) to proceed with the provision of Services.

1.4 This Agreement will commence on the Commencement Date and will continue until:

(a) the end of the Sandbox Period, if you decide not to proceed with our full Services; or

(b) your subscription period as set out on the Platform or in any Order (Subscription Term) if you proceed with our full Services,

(Term).

2. Services

2.1 In consideration of your payment of the Fees (or if no Fees are payable, in consideration of your performance of your obligations under this Agreement and you paying $1 to us, deemed payable on demand), we will provide the following services in accordance with this Agreement, whether ourselves or through our Personnel:

(a) access to our self-serve sandbox environment (Sandbox Environment) and the provision of sandbox API keys;

(b) where you meet the Production Eligibility Criteria in clause 4.2:

(i) access to our production environment (Production Environment) and the provision of production API keys; and

(ii) provision of Billable Profiles subject to any restrictions on the number of End Users;

(c) analysis of any data collected through the API; and

(d) any additional services agreed with you in an Order or made available to you through the Platform,

as adjusted by any Order (Services).

2.2 You agree to:

(a) provide us with all information, access, and cooperation reasonably necessary for us to perform the Services;

(b) ensure your Systems and data are appropriately backed up and up to date before we perform any Services that may affect them;

(c) notify relevant parties of any planned outages or downtime necessary for the performance of the Services; and

(d) only use the API in accordance with the documentation that we provide to you.

2.3 You acknowledge that failure to comply with clause 2.2 may impact the performance or results of the Services, and we will not be liable for any issues arising from such non-compliance.

2.4 If this Agreement expresses a time within which any part of the Services is to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

2.5 You must use the API and the Services in accordance with the Documentation.

2.6 Guides are illustrative only. They do not form part of the Documentation, and nothing in a Guide obliges you to implement any pattern described in it, or constitutes a representation that any pattern described is suitable for your circumstances, compliant with Laws applicable to you, or permitted under any Platform Terms applicable to you. You are responsible for determining what you implement. To the extent of any inconsistency between a Guide and the Documentation or the Data Use Policy, the Documentation and the Data Use Policy prevail.

3. Orders

3.1 This Agreement governs standard use of the Platform and the Services, with the Fees, plans and inclusions set out on the Platform.

3.2 Where you require additional or customised Services during the Term, you may request these by notifying us in writing or by any other process we specify (Order Request).

3.3 If we accept the Order Request, we will provide you with a formal Order, and once the Order is agreed by both Parties in writing it will be binding in accordance with the terms of this Agreement and the Order.

3.4 Each Order is subject to, and will be governed by, this Agreement and any other conditions expressly set out in the Order. To the extent of any ambiguity or discrepancy between an Order and this Agreement, the terms of the Order will prevail.

3.5 For standard use of the Services, no Order is required, and references in this Agreement to an Order apply only where the Parties have executed one.

4. Sandbox and Production Environment

4.1 Upon signing up for an Account, you will automatically receive API keys for our Sandbox Environment and may access the Sandbox Environment for free for a period of 30 days (Sandbox Period).

4.2 After the Sandbox Period, you will lose access to our Sandbox Environment unless you:

(a) pay the first invoice for our full Services; or

(b) execute an Order with us for the provision of our full Services,

(Production Eligibility Criteria), in which case, you will continue to have access to the Sandbox Environment for the duration of the Subscription Term.

5. Production Environment

5.1 We will provide access to our Production Environment once you meet the Production Eligibility Criteria.

5.2 We will make self-guided onboarding resources available through the Platform. You may contact us for reasonable additional onboarding assistance.

5.3 You will automatically receive API keys for our Production Environment upon payment. You may request more API keys by making an Order Request in accordance with clause 3.2 or by notifying us in writing. Where we accept your request, we will endeavour to provide the additional API keys within 3 Business Days.

6. Third Party Services

6.1 To the extent that the Services involve the provision of access to or use of third party services or products (Third Party Services), you acknowledge and agree that:

(a) the Third Party Services may be subject to additional terms and conditions (Third Party Services Terms);

(b) you may be required to accept end user licence agreement terms before using the Third Party Services;

(c) the Third Party Services may be operated and controlled by parties unrelated to and completely independent from us;

(d) the Third Party Services Terms may be amended by the Third Party Services provider from time to time; and

(e) in connection with the Services, you will comply with the Third Party Services Terms at all times.

7. Variations

Services

7.1 All variations to the Services must be agreed in writing between the Parties in an Order and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under this Agreement, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 7.

7.2 Notwithstanding clause 7.1, we may make minor updates or modifications to the Services from time to time to address security, legal, abuse or operational risk, provided that such updates or modifications do not materially affect your use or enjoyment of the Services. We will provide you with notice as soon as reasonably practicable where we make such updates.

7.3 Notwithstanding clause 7.1, where we intend to make changes to the Services that involve:

(a) the removal of material endpoints or APIs;

(b) material reductions in functionality; or

(c) other changes that would materially or adversely affect your use of the Services,

we may do so by providing 90 days' written notice to you. If you do not agree to any amendment to the Services, you may, before the end of the 90-day notice period, terminate this Agreement by giving us 30 days' notice in writing, in which case, the proposed variation will not come into effect and clause 20.4 will apply.

Fees

7.4 We may vary the Fees for any renewal term by providing you with written notice at least 30 days before the end of your current term. If you do not agree to the new Fees, you should cancel the Services by providing written notice to us before the start of any renewal term. If you do not cancel the Services, the new Fees will apply from the start of the renewal term.

8. API Licence

8.1 During the relevant Subscription Term, subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Services solely as necessary to allow you, once an End User has consented, to access sensor data belonging to the End User and for your business purposes as contemplated by this Agreement and the Order (API Licence).

8.2 You agree that the API Licence permits you to access and use the Services in accordance with this Agreement and any limitations set out on the Platform or in the Order (as applicable).

8.3 Once an API key has been issued to you, we will issue you with API credentials which you must use to access the API (Access Credentials). You should keep your Access Credentials

secure and confidential as you will be solely responsible for any activities occurring in relation to the Access Credentials. We may replace your Access Credentials at any time with notice.

8.4 You may request multiple Access Credentials but we may prevent access to the API via the Account if you:

(a) have opened an excessive number of them; or

(b) have created multiple Access Credentials to bypass any technical limits or restrictions of the API as set out in the Documentation.

8.5 If your Access Credentials are suspended, you must not attempt to circumvent such suspension by registering for new Access Credentials.

8.6 You must not:

(a) access or use the Services except as permitted by the API Licence, or through an interface provided by us;

(b) analyse, reverse engineer, attempt to replicate the underlying ideas, algorithms and source code of the API;

(c) remove, obscure, or alter any of our terms of service or any links to or notices of those terms;

(d) use the Services in any way that is improper or breaches any Laws, infringes any person's rights (including Intellectual Property Rights and privacy rights), or gives rise to any civil or criminal liability;

(e) interfere with the Services, our System, or others' use of the Services;

(f) share Access Credentials, Account access or authentication details;

(g) introduce any viruses, worms, defects, Trojan horses, malware, or any other malicious code into the Services;

(h) use the Services to carry out security breaches or disruptions of a network;

(i) attempt to access any data or log into any server or account that you are not expressly authorised to access;

(j) circumvent or attempt to circumvent security measures of any of network, account or host or those of any third party; or

(k) use the Services to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

9. Availability

9.1 Once you have been provided access to the Services, we will use our best endeavours to make the Services available at all times during the relevant Subscription Term, in accordance with any Service Level Agreement agreed between the Parties.

9.2 From time to time, we may perform such reasonable scheduled and emergency maintenance and updates in relation to the Services in order to continue to supply the Services to you and our other customers (Scheduled or Emergency Maintenance). You agree that access to, or the functionality of all or part of the Services, may need to be suspended for a time in order for us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by law, we will not be liable to you for any interruptions or downtime to the Services as a result of any Scheduled or Emergency Maintenance.

9.3 The Services may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.

9.4 We will endeavour to provide you with reasonable notice, where possible, of any interruptions to access and availability of the Services.

10. Payment

10.1 In consideration for us providing the Services, you agree to pay all amounts due under this Agreement in accordance with the Payment Terms.

10.2 No Fees are chargeable for the Sandbox Environment during the Sandbox Period.

10.3 We will charge Fees for access to the Production Environment based on the number of Billable Profiles in the Production Environment. We will charge Fees in advance for each billing period, unless the Parties agree otherwise. Where you create a Billable Profile during a billing period after the relevant invoice has been issued, we will charge you for that Billable Profile in the next invoice.

10.4 If you dispute the whole or any portion of our invoice, you must notify us within 15 days of the date of our invoice and specify the amount in dispute and reasons for the dispute. If you do not dispute the invoice within this time period, you will be deemed to have accepted the invoice. You must pay all undisputed amounts in accordance with the Payment Terms. The Parties will follow the process in clause 22.5 to resolve any disputed invoices.

10.5 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under this Agreement or at Law):

(a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or

(b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

10.6 If we refer you to a third-party provider, we may receive a financial incentive (such as a referral fee) from that provider.

11. Your Obligations and Representations

11.1 You agree that you are:

(a) responsible for ensuring that your Personnel comply with this Agreement (including any of your Personnel whom you grant access to the Services);

(b) responsible for notifying End Users that you will be using our API to access their data. We are not a party to any agreement between you and the End User; and

(c) liable for all acts and omissions of your Personnel in connection with this Agreement.

11.2 You agree to:

(a) comply with this Agreement, all applicable Laws, and our reasonable requests;

(b) obtain express consent from End Users before using our Services in relation to their data;

(c) provide us with all assistance, information, documentation, access (including to your Systems if applicable), facilities, cooperation and other things reasonably necessary to enable us to perform the Services and to comply with our obligations under this Agreement or at Law, on the dates reasonably requested by us or as agreed between the Parties, and ensure that all information provided to us is kept current and accurate;

(d) to make any changes to your Systems, such as System upgrades, that may be required to support the delivery and operation of any Services;

(e) ensure your Systems and data are appropriately backed up and up to date before we perform any Services that may affect them;

(f) notify relevant parties of any planned outages or downtime necessary for the performance of the Services;

(g) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent;

(h) notify us of any breach or suspected breach of this Agreement by you, within 48 hours of becoming aware of any such breach or suspected breach.

11.3 You acknowledge that failure to comply with clause 11.2 may impact the performance or results of the Services, and we will not be liable for any issues arising from such non-compliance.

11.4 You acknowledge and agree that:

(a) while we will implement reasonable security measures, we assume no responsibility or Liability for Your Data. You are solely responsible for Your Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up Your Data; and

(b) you will be responsible for the use of any part of the Services by any person you provide with access to the Services, and you must ensure that no person uses any part of the Services:

(i) to break any Law or infringe any person's rights (including Intellectual Property Rights);

(ii) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or

(iii) in any way that damages, interferes with or interrupts the supply of the Services.

11.5 You indemnify us, our Personnel and our related bodies corporate against any Liability incurred arising out of or in connection with:

(a) your breach of the Data Use Policy;

(b) your breach of any Platform Terms applicable to Covered Data you obtain through the Services;

(c) your failure to obtain, maintain or honour any End User consent required under clause 11.2(b) or the Data Use Policy;

(d) your collection, use, storage, disclosure or other handling of Covered Data, or that of any person to whom you disclose Covered Data; or

(e) any claim by an End User, regulator or other third party relating to your application, product or services.

11.6 Your liability under clause 11.5 is reduced proportionately to the extent the relevant Liability was caused or contributed to by our breach of this Agreement or our negligence.

11.7 Clauses 11.5 and 11.6 are not subject to clauses 18.1(b) or 18.1(e), and survive termination or expiry of this Agreement.

12. Warranties and Representations

12.1 Each Party represents and warrants that:

(a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business; and

(b) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.

12.2 You represent and warrant that:

(a) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;

(b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and

(c) if you enter into this Agreement as a trustee of a trust, then:

(i) you are the sole trustee of the relevant trust and have been validly appointed;

(ii) you have full and valid power, authority, consents and approvals under the relevant trust to execute the Agreement and carry out the transactions contemplated by the Agreement; and

(iii) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under the Agreement.

12.3 We agree:

(a) to use reasonable efforts to ensure all of our obligations under this Agreement will be carried out by suitably competent and trained Personnel and in an efficient and professional manner; and

(b) that we own or have the right to all Intellectual Property in the Services (excluding Third-Party Services) necessary to grant you the API Licence without infringing any third party's Intellectual Property Rights.

13. Intellectual Property

Our Intellectual Property Rights

13.1 As between the Parties, you acknowledge and agree that we own all Intellectual Property Rights in the Services, including the software, any feedback, and all Intellectual Property which is created, owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property and the Services (other than Your Data).

13.2 You agree that we may use feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any feedback.

Your Data

13.3 As between the Parties, you own all Intellectual Property Rights in:

(a) all Intellectual Property created, owned or licensed by you or your Personnel; and

(b) the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you or your Personnel into the Services or stored by, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with this Agreement,

(Your Data).

Your Data does not include the Analytics, or any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.

13.4 You grant us a non-exclusive, revocable, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the Corporations Act 2001 (Cth)) and non-transferable right and licence to use, copy, transmit, store, backup, and access Your Data solely for the purposes of:

(a) providing and improving the Services;

(b) performing our obligations under this Agreement;

(c) enabling you and your Personnel to access and use the Services;

(d) diagnosing problems with the Services; and

(e) developing other services, provided we de-identify Your Data.

13.5 You represent, warrant, acknowledge and agree that you have all necessary rights to provide Your Data to us, and that our use of it as contemplated by this Agreement will not violate any Laws or third-party rights, including Intellectual Property, privacy, or publicity rights.

13.6 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.

Intellectual Property Breaches

13.7 In the use of any Intellectual Property Rights in connection with this Agreement, each Party agrees that it must not (and must ensure that its Personnel do not) commit any Intellectual Property Breach. Where a Party reasonably suspect that such a breach may have occurred, it must notify the other Party immediately.

13.8 You agree not to, whether directly or indirectly, without our prior written consent:

(a) copy, modify, adapt, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile any part of the Services or otherwise attempt to discover any part of the source code of the Services;

(b) use any unauthorised, modified version of the Services, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the Services;

(c) unless authorised under this Agreement, use the Services in a web-enabled form for the purposes of third-party analysis or view via the internet or other external network access method;

(d) rent or sublicence the use of the Services to any third parties, without our prior written consent or as otherwise permitted under this Agreement;

(e) take any action that may compromise or jeopardise our Intellectual Property Rights in the Services or otherwise;

(f) remove or deface any confidentiality, copyright or other proprietary notice placed on the Services; or

(g) use the Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing.

13.9 This clause 13 will survive termination or expiry of this Agreement.

14. Analytics

14.1 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (Analytics). You agree that we may make such Analytics publicly available, provided that it:

(a) does not contain any identifying information; and

(b) is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

14.2 We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

14.3 We may use and disclose to our service providers anonymous data about your access and use of the Services for the purpose of helping us improve the Services. Any such disclosure will not include details of your identity or personal information.

15. Confidential Information

15.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to clause 15.1(c));

(b) to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure;

(c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with this Agreement, provided that those persons keep the Confidential Information confidential in accordance with this clause 15.1; and

(d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under this Agreement.

15.2 The obligations in clause 15.1 do not apply to Confidential Information that:

(a) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;

(b) is authorised to be disclosed by the Disclosing Party;

(c) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement or other duty of confidence; or

(d) must be disclosed by Law or by a regulatory authority, including under subpoena, provided that (to the extent permitted by Law) the Receiving Party has given the Disclosing Party notice prior to disclosure.

15.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 15. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 15.

15.4 This clause 15 will survive the termination of this Agreement.

16. Privacy

16.1 Each Party agrees to comply with applicable privacy laws, including:

(a) the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth), where you are located in Australia or collect, use, store, disclose, or otherwise deal with Personal Information of individuals located in Australia;

(b) the New Zealand Privacy Act 2020 if you are located in New Zealand or collect, use, store, disclose, or otherwise deal with Personal Information of individuals located in New Zealand; and

(c) any other applicable privacy laws that may apply to it or the supply of the Services,

(Privacy Laws).

16.2 You must not do anything which may cause us to be in breach of any Privacy Laws.

16.3 You must ensure that:

(a) you have collected, used, stored and otherwise dealt with Personal Information in accordance with Privacy Laws and are authorised to use or disclose it in the manner required by this Agreement;

(b) you have informed the individual to whom the Personal Information relates, that their Personal Information will be disclosed to us; and

(c) we are capable of collecting, using, storing and otherwise dealing with Personal Information, in the manner contemplated by this Agreement, without infringing any third party rights or violating any Privacy Laws.

16.4 You agree to:

(a) implement and make available a privacy policy and privacy collection notice to End Users detailing how you will collect, use, store and otherwise deal with Personal Information and the purpose for which Personal Information is being collected and who it may be disclosed to; and

(b) seek express consent from an End User before using the API to access data about that End User.

16.5 The Data Processing Addendum available at https://sahha.ai/legal/dpa/, as amended from time to time in accordance with its terms (DPA), is incorporated into, and forms part of, this Agreement. By accepting this Agreement, you also accept the DPA. No separate signature is required.

16.6 You must comply at all times with our Customer Data Use Policy (available at https://sahha.ai/legal/data-use-policy/), as amended from time to time in accordance with its terms (Data Use Policy). The Data Use Policy is incorporated into, and forms part of, this Agreement. A breach of the Data Use Policy is a breach of this Agreement, and a material breach of the Data Use Policy is a material breach of this Agreement for the purposes of clause 20.3. To the extent of any inconsistency between this Agreement and the Data Use Policy in relation to the collection, use, storage, disclosure or other handling of data obtained through the Services, the Data Use Policy prevails.

17. Consumer Laws

17.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (Consumer Law Rights). To the extent that you maintain Consumer Law Rights at Law, nothing in this Agreement excludes those Consumer Law Rights.

17.2 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in this Agreement.

17.3 This clause 17 will survive the termination or expiry of this Agreement.

18. Limitations on liability

18.1 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law:

(a) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:

(i) any aspect of your interaction with an End User;

(ii) any Third Party Services; and

(iii) your Systems;

(b) neither Party will be liable for Consequential Loss;

(c) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by the other Party to mitigate its loss;

(d) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and

(e) each Party's aggregate liability for any Liability arising from or in connection with this Agreement will be limited to the amount of any fees paid by you to us during the 12 months immediately preceding the event giving rise to the Liability or if you have not paid for the Services, to USD$1000.

18.2 This clause 18 will survive the termination or expiry of this Agreement.

19. Suspension

19.1 We may suspend your access to the Services:

(a) in accordance with clause 10.5 due to your late payment;

(b) if we reasonably believe:

(i) there is a security risk, including unauthorised use of your Access Credentials;

(ii) your use of the Services poses a risk to the Services, our Systems, or any other customer's use of our services; or

(iii) you have breached clause 8.6, or we reasonably suspect you have breached, the Data Use Policy; or

(iv) a Platform Partner (as defined in the Data Use Policy) requires us to suspend or restrict your access to data originating from that Platform Partner.

(c) where we are required to do so by Law.

20. Term and Termination

20.1 This Agreement will operate for the Term.

20.2 Either Party may terminate this Agreement and/or any Order at any time when by giving 30 days' notice in writing to the other Party.

20.3 This Agreement will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:

(a) the other Party (Defaulting Party) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

20.4 Upon expiry or termination of this Agreement:

(a) We will immediately cease providing the Services, your subscription will be automatically cancelled, you must immediately cease using the API except to retrieve Your Data during the Retention Period, and any current Order will also terminate on the date of termination (unless otherwise agreed between the Parties);

(b) we will retain Your Data for 30 days (Retention Period). During this period, you may retrieve a copy of Your Data. After the Retention Period, we will securely delete Your Data in accordance with the DPA, except as required by law or regulatory requirements;

(c) without limiting your Consumer Law Rights, other than where this Agreement is terminated by you in accordance with clause 20.3, there will be no refunds or credits for any unused Services (or part thereof);

(d) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;

(e) by us pursuant to clause 20.3, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and

(f) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 15.

20.5 Where this Agreement is terminated by you pursuant to clause 20.2 during:

(a) the first 12 months of the Subscription Term (for month-to-month subscriptions); or

(b) the fixed-term Subscription Term (for fixed-term subscriptions),

you agree to pay us a cancellation fee equal to the lesser of 3 months' worth of Fees and the Fees for the remainder of any Subscription Term. You acknowledge and agree that this cancellation fee is a genuine pre-estimate of our loss. You also agree to pay us our

additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees). We do not charge any cancellation fees if you terminate this Agreement during the Sandbox Period.

20.6 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

20.7 This clause 20 will survive the termination or expiry of this Agreement.

21. GST

21.1 If GST is payable on any supply made under this Agreement, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under this Agreement and must be paid in addition to the consideration expressed elsewhere in this Agreement, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.

21.2 If an adjustment event arises in respect of any supply made under this Agreement, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.

21.3 If the recipient is required under this Agreement to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.

21.4 The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” each has the meaning which it is given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

21.5 Where a value-added tax in your own country is applicable, the Fees will be exclusive of such value-added tax. You are responsible for all taxes, levies or duties imposed by taxing authorities in your own country, and you shall be responsible for the payment of them. We have no responsibility to them on your behalf.

22. General

22.1 Amendment: This Agreement may only be amended by written instrument executed by the Parties.

22.2 Assignment: Subject to clause 22.3 a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

22.3 Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

22.4 Counterparts: This Agreement may be executed in any number of counterparts that together will form one instrument.

22.5 Disputes: A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (Dispute) without first complying with this clause 22.5. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying

the nature of the Dispute (Dispute Notice). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute.

If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:

(a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre, to be conducted in Sydney, New South Wales, in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation.

(b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

22.6 Documentation and Guides: Where you access the Documentation or any Guide in connection with your use of the Services, this Agreement governs that access and prevails over any terms of use applying to the website on which the Documentation or Guide is hosted.

22.7 Force Majeure: Neither Party will be liable for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event. The affected Party must promptly notify the other Party of the Force Majeure Event and use reasonable efforts to mitigate its effects. If a Force Majeure Event prevents performance of a material obligation for more than 60 days, the unaffected Party may terminate this Agreement upon notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

22.8 Governing law: Unless otherwise specified in an Order, this Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

22.9 Notices: Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

22.10 Professional Services Disclaimer: You acknowledge and agree that any information, advice, material or work provided by us as part of the Services, or contained in the Documentation or any Guide, does not constitute legal, financial, medical, due diligence or risk management advice.

22.11 Publicity: With your prior written consent, you agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material.

22.12 Relationship of Parties: This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

22.13 Waiver: Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party

from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

22.14 Severance: If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

23. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in each Order, and:

Account means an account for our Platform accessible to the individual or entity who signed up for the Services.

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended, from time to time.

Agreement means these terms and conditions and any agreed Order issued under it and any documents attached to, or referred to in, each of them.

Analytics takes the meaning given to it in clause 14.

Billable Profile means an End User profile created in the Production Environment under your Account, and includes any End User profiles that are subsequently deleted or become inactive.

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date this Agreement is accepted in accordance with clause 1.3.

Confidential Information means information which:

- is disclosed to the Receiving Party in connection with this Agreement at any time;
- relates to the Disclosing Party's business, assets or affairs; or
- relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Fees and any other amounts payable under this Agreement will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 17.1.

Covered Data has the meaning given in the Data Use Policy.

Data Use Policy has the meaning given in clause 16.6.

Documentation means the technical documentation for the Services that we make available at docs.sahha.ai (or such other location as we notify), including API reference material, SDK integration instructions, the data dictionary, and technical and compliance requirements, as updated from time to time.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

End User means a user of your services which grants you access to their information through the API.

Fees means the price set out on the Platform or in each Order (as applicable), as adjusted in accordance with this Agreement.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Guides means illustrative material we publish at sahha.ai/guides and sahha.ai/tutorials (or such other locations as we notify), including worked examples, implementation patterns and explanatory content describing what may be built using the Services. Guides are provided for information only and do not form part of the Documentation.

Intellectual Property Breach means any breach by a Party of the other Party's Intellectual Property Rights, or of any third party's rights (including any Intellectual Property Rights of third parties).

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the provision of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth) and includes any similar rights in any jurisdiction in the world.

Order means a custom agreement or order form for the supply of custom or additional Services, executed by the Parties in accordance with clause 3, which incorporates and forms part of this Agreement.

Payment Terms have the meaning set out on the Platform or in each Order (as applicable).

Personal Information has the meaning given in the Privacy Act 1988 (Cth), and also includes any similar terms as defined in any other privacy law applicable to you.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Platform Partner has the meaning given in the Data Use Policy.

Platform Terms has the meaning given in the Data Use Policy.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Sandbox Period has the meaning given in clause 4.1.

Service Level Agreement means any service level agreement attached to or incorporated with this Agreement or any Order.

Services has the meaning given in clause 2.1.

Subscription Term means the period of time in which we will provide the Services to you, as set out on the Platform or in each Order.

System means all hardware, software, networks, telecommunications and other IT systems used by a Party from time to time, including a network.

Your Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel into the Services or stored by or generated by your use of the Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with this Agreement. Your Data does not include the Analytics, or any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.

24. Interpretation

In this Agreement, unless the context otherwise requires:

(a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

(b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;

(c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;

(d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, and permitted assigns;

(e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;

(f) a reference to time is to local time in New South Wales; and

(g) a reference to $ or dollars refers to the currency of United States Dollar (USD) from time to time.