

AGLIVE PLATFORM AND SOFTWARE

USER LICENCE

Updated February 2020

IMPORTANT: This Licence Agreement (**Licence**) is a legal agreement between you and Aglive Pty Ltd ABN 32 111 343 670 (**Aglive**) regarding your use of the Aglive Platform (including the Aglive website, www.aglive.com (Aglive Website), the Aglive app, and any accompanying documentation supplied to you) (the **Software**). Please read the terms of this Licence. By installing and using the Software or pressing "ACCEPT", you agree to be bound by the terms of this Licence. If you do not agree with the terms of this Licence, you are not entitled to use the Software and you must cease using the Software.

Your use of the Software is governed by the Aglive Privacy Policy and this Licence. To the extent of any inconsistency between any part of this Licence, and the Aglive Privacy Policy, the terms and conditions in this Licence will prevail.

- 1. Licence:** Subject to the terms of this Licence, Aglive grants you a revocable, non-exclusive, royalty free and non-transferable licence (without the right to sub-licence) to use the Software for your own personal use (in executable code) as modified or updated from time to time by any patches or maintenance releases.
- 2. Subscription:** You acknowledge and agree that you will only be entitled to use the Software in accordance with the type of subscription to the Software offered to you by Aglive (**Subscription**), including any functional restrictions or privilege limitations (or both) imposed on that Subscription and as reasonably notified by Aglive to you from time to time. The type of subscription available to you may be restricted depending on variables such as your participation in your identified industry sector. Full details about your Subscription are available on www.aglive.com and will also be contained in the welcome pack sent to you on registration of your Subscription.
- 3. Trial:** You may be offered a trial licence to use the Software (**Trial**). If this Licence is a Trial licence, you may have accessed the Software by selecting the Trial option when choosing your subscription type prior to registering to use the Software.
- 4. Additional Trial Licence terms:** If this is a Trial Licence, you acknowledge and agree that Aglive may contact you during and after the Trial for the purposes of you providing feedback on the operation and functionality of the Software.
- 5. Licence Fee:** Fees are payable for some use of the Aglive Platform. In consideration of Aglive granting the licence to you, pursuant to this Licence, you must pay Aglive the fees (**Licence Fees**) in accordance with your applicable Subscription. Licence Fees are paid via our third party

payment provider. By pressing "ACCEPT", you agree that you will be transferred to a payment gateway with a third party provider to process payment of the Licence Fees.

6. Duration of Licence: Unless your Licence is a Trial, this Licence commences on pressing the 'ACCEPT' button, and continues unless terminated in accordance with this Licence. You may terminate your Licence at any time by providing written notice to Aglive, however such termination will be effective on the next anniversary of the date that the Licence commenced. You will be deemed to have terminated your Licence if you fail to pay Aglive the Licence Fee by the due date.

If your Licence is a Trial, this Licence commences on pressing the 'ACCEPT' button, and continues for the stated Trial period (**Trial Licence Term**), unless terminated in accordance with this Licence. On expiry of the Trial Licence Term, any Trial Licence will immediately terminate. You will have the option of registering for a standard Licence at this time.

In the case of the use of the Aglive Website and/or the Aglive app, your licence commences on your first use of that software.

7. Restrictions: The Software is protected by Australian copyright laws and international treaties and is the subject of a number of patent applications. You must not distribute copies of the Software to third parties, without the written consent of Aglive. You must not modify, adapt, translate into any language, reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation. You must comply with all applicable laws regarding use of the Software and supervise and control the use of the Software in accordance with the terms of this Licence.

8. Logins: You must not provide details of your logins or passwords (**Login**) to any other person. You must not allow any other person to use your Login. Aglive accepts no responsibility and will not be liable in relation to the disclosure or loss of your Login.

9. Further information and support: For further information regarding the Software, you may contact the Aglive help desk via the details set out in www.aglive.com, during the hours of operation set out on www.aglive.com. The Aglive help desk will try to assist you with your queries about the operation of the Software and associated products and services. Unless specifically agreed as a term of your service, the Aglive help desk does not provide advice or assistance in relation to computer functionality, operating systems, network services or hardware maintenance.

10. Acknowledgments: You acknowledge and agree that you are solely responsible for obtaining, installing, operating and maintaining all hardware, other equipment and third party software required to use the Software. All computer functionality, operating systems, network services and hardware maintenance are your responsibility. You acknowledge and agree Aglive will not provide any support services to you in respect of the Software, other than the help desk services outlined applicable Subscription details available on www.aglive.com. You acknowledge

and agree Aglive may, from time to time, notify you of minimum hardware, software, and connection standards applicable to the Software.

11. Personal Information: We need to collect personal information about you to assist us: (i) provide you with information and support regarding your use of the Software; (ii) to manage and administer your account; (iii) to facilitate the sale of your livestock to buyers or to facilitate other financial or operational transactions; (iv) to comply with relevant State and Federal law and government regulations; (v) to enable us to continuously improve and further develop the Software; and (vi) to otherwise conduct our business functions and activities. By providing your personal information to us, you agree that it will be used and disclosed by Aglive in accordance with the terms of this Licence and Aglive's Privacy Policy. You acknowledge receiving and reading a copy of the Privacy Policy. If you do not agree, you must not provide your personal information, you should not use the Software.

We may disclose your personal information to (i) buyers to whom you sell your livestock or participate in any other financial or operational transactions with you; (ii) government regulatory agencies and associated organisations, (for example: Meat & Livestock Australia; National Livestock Identification System Limited; state departments of agriculture such as your State Department of Environment and Primary Industries; and Australian Quarantine Inspection Services (AQIS) and similar bodies in other countries); and (iii) third parties who provide products and services to us or through us in the ordinary operation, administration or promotion of our business (such as our internet and cloud service providers) and otherwise in accordance with our Privacy Policy. From time to time, these third parties may be located (and therefore your personal information may be disclosed) overseas.

Aglive may also disclose industry aggregated information to third parties for product differentiation, which is based on your personal information. Unless specific information is gathered, stored, and reasonably shared to assist your business operations, Aglive will de-identify and anonymise your personal information before disclosing it to other parties for these purposes. We may also use and disclose your personal or business information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with our Privacy Policy or by writing to adminoffice@aglive.com or by selecting the checkbox prior to accepting these terms). The Aglive Privacy Policy contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will deal with that complaint.

For the sake of certainty, the Aglive Platform is built on the concept of pooled data that is shared to enable improved supply chain security and to achieve other desirable business outcomes. That collaborative sharing of information may at times result in your data being stored on either public or private blockchains that will be administered in accordance with stated data sharing protocols. Those protocols are designed to facilitate information sharing and greater collaboration by supply chain participants. Aglive needs fair use of some of your data to assist manage and administer the blockchain components of the Aglive Platform and to conduct its commercial operations (Fair Use Rights).

12. Data: Where your information will not be stored on the Aglive Platform's blockchain, You acknowledge that you are solely responsible for creating an independent offline backup of any of the input and output data processed by the Software. You acknowledge that upon termination of this Licence for any reason, your input or output data processed by the Software may not be retained by Aglive and may be permanently deleted.

13. Denial of Access: Aglive reserves the right at any time during the term of this Licence to deny you access to the Software where you fail to keep your Login secure, or in Aglive's reasonable opinion, you have otherwise breached any part of this Licence.

14. Termination and expiry: Without prejudice to any other rights, Aglive may terminate this Agreement immediately by notice to you if you breach this Licence and fail to remedy the breach within 14 days of becoming aware of it. Upon termination or expiry of this Licence, you must immediately cease to use the Software and you will be denied access to the Software. This requirement is without prejudice to any other rights and remedies that Aglive may have in respect of a breach.

15. Intellectual Property Rights: For the purposes of this Licence, the term "Intellectual Property Rights" means all copyright, patents, registered and unregistered design rights, trademarks and service marks, and applications for any of the same, together with all trade secrets, know-how, rights to confidentiality and other intellectual and industrial property rights in all parts of the world. You acknowledge that this Licence does not give you ownership of any Intellectual Property Rights whatsoever in the Software. All Intellectual Property Rights in the Software and all components of it (including, but not limited to, any information, photos, text, or other material transmitted, communicated or otherwise provided by Aglive are owned or licensed by Aglive). Aglive makes no claim to the ownership of information you contribute to the Aglive Platform other than Aglive's Fair Use Rights outlined above. The Software may display trade marks, logos, service names, trade names of Aglive or third parties which may be registered or otherwise protected by law. You are not permitted to use any trade marks, logos, service names and trade names appearing in the Software.

16. Confidentiality: You acknowledge that the ideas and expressions contained in the Software and any modifications or particulars of them that may be provided to you by Aglive are confidential (except to the extent that they have entered the public domain other than through a breach of this Licence by you). You undertake not to disclose such confidential information to any person other than is necessary to enable the Software to be used in accordance with and for the purposes of this Licence. You undertake to ensure that such persons maintain that confidentiality. You undertake not to remove, delete or obscure any copyright notices or confidentiality notices on or in the Software.

17. No Warranty: Aglive does not and cannot warrant that the Software operates error-free. You should be particularly aware of the fact that calculation errors may occur when using the Software and may be caused by local environmental conditions or incomplete data.

Aglive supplies the Software as a service, and does not and cannot warrant that the Software will operate continuously. Aglive will not be liable in the event that the Software is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunication services. Aglive takes no responsibility for errors or failures caused by your environment, network connections, computer systems, software or any acts or omissions of a third party that acts as a service provider or carrier to offer access to the Software to you.

Aglive provides the Software 'as is and with all faults', and subject to your rights under the Australian Consumer Law and this paragraph 17, disclaims all other warranties and conditions, whether express, implied or statutory, including, but not limited to any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Software and associated documentation, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software.

You acknowledge that a failure of any part or the whole of the Software to suit your requirements will not give rise to any right or claim by you against Aglive.

Nothing in this Licence excludes, restricts or modifies any consumer guarantee, right or remedy conferred on a party by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. To the fullest extent permitted by law, the liability of Aglive for a breach of a non-excludable guarantee referred to in this paragraph 17 is limited, at the Aglive's option, to:

- (a) in the case of goods, any one or more of the following: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the costs of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; or
- (b) in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.

18. Limitation of liability: You confirm that you have not relied on any representation, description, illustration or specification which is not expressly stated in this Licence. Unless this Licence expressly provides otherwise, to the maximum extent permitted by law, all express and implied conditions, warranties or liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, quality or title to the Software are negated and excluded. Aglive gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Software (including any data contained in or supplied in relation to it or reports generated or produced by or with the aid of the Software).

Aglive will not be liable for any indirect, incidental, consequential loss or damage whatsoever, in each case, arising out of the use of or in ability to use the Software, even if Aglive has been advised of the possibility of such loss or damage. Aglive will not be liable for any inability to access, loss of or corruption of data, loss of business, loss of profits, loss of revenue and anticipated savings, business interruption or the like (whether such loss or damage is direct or indirect).

Aglive's liability to you for any proven loss or damage suffered by you for any other proven loss and damage is limited for an aggregate of all claims to the amounts paid by you to Aglive in relation to this Licence Fees paid by you in the 12 months prior to your then current claim.

19. Indemnity: You will fully indemnify and keep indemnified Aglive and any Aglive employees in respect of all loss, damage, liabilities, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, actions claims, demands and proceedings howsoever arising, whether at common law or statute, in connection with any of the following: (a) any breach of this Licence by you; (b) your use of the Software other than in accordance with this Agreement; and (c) your communications with Aglive. You agree to give full cooperation and provide Aglive with reasonable assistance in conducting the defence of such a claim.

20. General: The law applicable to this Licence and to disputes arising out of this Licence is the law of the State of Victoria, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia, and any courts of appeal from them in respect of all matters arising out of or relating to this Licence, its performance or subject matter.

If any paragraph or part thereof of this Licence is found to be void, unenforceable or invalid, then it is severed from this Licence, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this Licence.

You may not rely on the words or conduct of Aglive as a waiver of any right unless the waiver is in writing.

This Licence represents the entire agreement between you and Aglive concerning the subject matter of this Licence and it supersedes any prior proposal, representation, or understanding between the parties.

[End of Terms]