

END USER LICENCE AGREEMENT NUMEN SYSTEM

ECOCENTRIC ENERGY HOLDINGS PTY LTD

(ACN 605 156 527)

Revision 2.0 19th April 2021

IMPORTANT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY BEFORE ACCESSING AND USING THIS NUMEN SYSTEM. IT PROVIDES YOU WITH IMPORTANT INFORMATION CONCERNING THE NUMEN SYSTEM AND CONTAINS WARRANTY AND LIABILITY INFORMATION.

BY ACCESSING OR USING THE NUMEN SYSTEM, AND TO THE EXTENT PERMITTED BY LAW, YOU ACCEPT THE NUMEN SYSTEM "AS IS" AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT. IF YOU **DO NOT** WISH TO DO SO, DO NOT PROCEED TO ACCESS AND USE THE NUMEN SYSTEM.

1. Acceptance of Terms

- (a) You agree to access and use the Numen System on and subject to this Licence Agreement between You and Ecocentric for the Approved Purpose only.
- (b) By accessing and/or using the Numen System, you accept the terms of this Licence Agreement. If You are accepting this Licence Agreement on behalf of a business entity, you represent to Ecocentric you have authority to do so.
- (c) You acknowledge this Licence Agreement, and the Licence granted under it, is concluded between You and Ecocentric only, and not with a Third Party Provider.

2. Terms of Licence

- (a) The Licence granted to You under this Licence Agreement is limited to a non-transferable, non-exclusive, and non-assignable licence for the Term to:
 - (i) use the Numen System in connection with a Collector;
 - (ii) use the Documentation; and
 - (iii) use Ecocentric's Intellectual Property Rights for the sole purpose of accessing the Numen System.
- (b) All updates to the Numen System and the Documentation that are provided by or on behalf of Ecocentric to update, supplement or replace any aspect of the Numen System are subject to the Licence except where expressly stated otherwise in a separate licence applicable to that update.

3. Restrictions on Use

Unless expressly authorised by Ecocentric, You must not and You must procure that each User does not do any one or more of the following and, and any attempt to do so is void:

- (a) use the Numen System other than in accordance with the Documentation;
- (b) make or distribute copies of the Numen System;
- (c) create derivative works or applications (in any format or medium) based upon the Numen System or the services that it performs;
- (d) licence, sub-licence, re-sell, assign, distribute or otherwise transfer the Numen System;

- (e) provide access to the Numen System to any third party or person not authorised under this Licence Agreement or by Ecocentric to use it;
- (f) modify, amend, copy, alter, replicate, adjust, decompile, disassemble, reverse engineer, include in other software or translate the whole or any part of Ecocentric's Intellectual Property Rights, including the Numen System, without Ecocentric's prior written consent, and such consent may be withheld at Ecocentric's absolute and unfettered discretion;
- (g) do anything, and must procure your personnel or the User does not do anything, that would, or is reasonably likely to, prejudice Ecocentric's rights in or the value of the Ecocentric's Intellectual Property Rights;
- (h) permit, allow or cause any unauthorised third party to utilise Ecocentric's Intellectual Property Rights or infringe the rights comprised in Ecocentric's Intellectual Property Rights;
- (i) remove, alter, cover or obscure any acknowledgements, copyright notice, trademark, or other proprietary rights notice placed by Ecocentric on the material related to Ecocentric's Confidential Information, Documentation and the Numen System; or
- (j) Commercialise the Confidential Information and must not derive from the Confidential Information by recourse to a process, to produce material or information of whatever nature.

4. Ownership

Ecocentric (or any licensor pursuant to which Ecocentric operates the Numen System) remains the legal and beneficial owner of, and nothing in this Licence Agreement or otherwise provides, or is intended to provide, You with any legal or beneficial ownership interest in, the Numen System, the Confidential Information, Ecocentric's Intellectual Property Rights, the Documentation and the Contract Data whatsoever. Ecocentric reserves all rights not specifically granted under the Licence Agreement, including domestic and international Intellectual Property Rights.

5. Access to the Numen System

- (a) You must only access the Numen System through Ecocentric's authorised interface portal.
- (b) You must notify Ecocentric of all of Your Users, including each User's full name, position and email address.

- (c) You must not, and must procure that each User does not, disclose or provide Access Information to any third party unless expressly authorised to do so under this Licence Agreement or by Ecocentric in writing.

6. Maintenance

- (a) The Numen System is provided to You on an “as is”, “as available” and “where is” basis, without any warranty of any kind other than those expressly stated in this Licence Agreement or mandatory provisions implied by Law.
- (b) Ecocentric may update or amend the Numen System from time to time as it considers necessary, including conducting website, firmware and software updates.
- (c) You must perform or execute all updates to, or download all new versions of, the Numen System and software updates, as reasonably required, and as reasonably directed by Ecocentric from time to time.
- (d) Ecocentric will provide You with at least 7 days prior notice of any proposed maintenance, servicing or update to the Numen System, where such maintenance, servicing or update will render the Numen System temporarily inoperable for a period of more than 2 hours (**Scheduled Downtime**), other than in respect of emergency or urgent maintenance for which prior notice cannot reasonably be provided in Ecocentric’s reasonable opinion (**Unscheduled Downtime**).
- (e) Ecocentric shall accrue an allowance of 4 hrs per Quarter for Scheduled Downtime and 4 hrs per Quarter for Unscheduled Downtime for each Collector, Gateway, and new Numen product. Unused allowances for both Scheduled Downtime and Unscheduled Downtime shall roll forward to subsequent Quarters and are added to the subsequent Quarters’ allowance for that Collector, Gateway, and new Numen product.
- (f) Ecocentric will take all reasonable steps to ensure that the Numen System is operational and error free, but to the full extent permitted by Law, Ecocentric does not warrant that the operation of the Numen System will be uninterrupted or error free and does not warrant against Liability caused by accident, abuse or misapplication of the Numen System by You or any third party.
- (g) To the extent permitted by Law:
- (i) Ecocentric is not liable, and You must not make any claim against Ecocentric, for any Liability suffered or incurred by You or any third party whatsoever as a result of:

- (A) the Numen System being inoperable, directly or indirectly, as

a result of an act or omission of You, Your Users or the Reseller;

- (B) the Numen System being inoperable for either or both of Scheduled Downtime and Unscheduled Downtime within the allowance periods specified in clause 6(e);

- (C) any inoperability, malfunction or error in the systems, equipment or infrastructure of third party telecommunication services providers, internet service providers or data storage providers.

- (h) Ecocentric’s liability for the Numen System being inoperable for Scheduled Downtime and or Scheduled Downtime in excess of the accrued allowance periods specified in clause 6(e) is limited under clause 12.

7. Numen User Interface and data access

- (a) At Your own cost, You will be responsible for procuring adequate internet access as defined in the Operations Manual from a third party internet service provider to enable the operation of the Numen System.
- (b) Ecocentric is not liable for any data or internet usage costs and expenses that You incur while using the Numen System.
- (c) The Numen System may enable access to other applications, third party services, websites and Value Add Services, the use of which may require internet access and You to accept additional terms of service. You use the other applications, third party services, websites or Value Add Services referred to in clause 7(c) at Your sole risk and, to the extent permitted by Law, Ecocentric is not liable for any loss or damage that You may suffer or incur for content that may be found to be offensive, indecent or objectionable or for any Liability suffered or incurred by You or any third party whatsoever as a result of access to or use of any other applications or third party services, Value Add Services or websites which accesses or uses the Numen System or the Contract Data.

8. Minimum systems

In relation to the internet application version of the Numen System to be used on a personal computer:

- (a) Ecocentric recommends that You use a Google Chrome internet/web browser or such other browser that Ecocentric may notify You of in writing from time to time; and
- (b) You will be required to download the specific installer apps directed by Ecocentric from time to time.

9. Contract Data

- (a) You agree that Ecocentric may:
- (i) collect, store and use the Contract Data; and
 - (ii) use the Contract Data to improve Ecocentric's products or to provide services or technologies to You, third parties or other users of the Numen System in compliance with all Laws, provided that any such information is de-identified when disclosing it to any third party where the third party is using the Contract Data to provide services or technologies (including Value Add Services) to a party other than You;
 - (iii) allow third parties access to Contract Data in order to provide Value Add Services to You,
- (b) You must use all reasonable endeavours, in accordance with industry best practice, to maintain the security of the Contract Data.
- (c) The legal right, title and interest in the Contract Data vests in Ecocentric absolutely on creation, and subject to all applicable Laws.
- (d) Ecocentric grants You a non-exclusive and non-transferable and irrevocable licence to use the Contract Data for the Approved Purpose.
- (e) Within 30 days from the date of termination of this Licence Agreement, You may request access to and download the Contract Data which relates to the 6 month period prior to the termination of this Licence Agreement.
- (f) If You make a request within the time period specified in clause 9(e) for Contract Data which relates to a period other than 6 months prior to the termination of this Licence Agreement, Ecocentric will advise You whether the requested Contract Data is retrievable or not. Ecocentric may charge You any reasonable costs for attending to your request and any retrieval of Contract Data.
- (g) Any request made under this clause must be made to Ecocentric in writing.

10. Operations Manual

- (a) The Operations Manual will be provided to You via Ecocentric's secure website.
- (b) Ecocentric may update and amend the Documentation from time to time as it considers appropriate.
- (c) You must and must procure that all Users follow and otherwise comply with the provisions of the Documentation as amended or updated from time to time.
- (d) You must, and must procure that the Users:

- (i) keep the Confidential Information including the Operations Manual and Documentation confidential and in a safe and secure place;
- (ii) must not provide the Documentation to third parties without the prior consent of Ecocentric; and
- (iii) upon demand by Ecocentric, or at the end of the Term, permanently delete all copies of the Documentation, including superseded, replaced or outdated copies.

11. Suspension

- (a) Ecocentric may suspend Your rights under the Licence by written notice if You fail to comply with any of the terms and conditions of this Licence Agreement.
- (b) If the Licence is suspended:
 - (i) You must cease all use of the Licence;
 - (ii) Notwithstanding clause 11 (a), the Numen System Subscription Fee shall continue to be chargeable; and
 - (iii) Ecocentric may withdraw the Access Information and Your other means of accessing the Numen System.
- (c) Ecocentric may continue a suspension of the Licence under this clause until You remedy the default or upon this Licence Agreement being terminated, whichever is the earlier in time.

12. Warranties and Liability

- (a) You expressly acknowledge and agree that the use of the Numen System and Confidential Information is at Your sole risk.
- (b) To the maximum extent permitted by Law, all terms and warranties expressed or implied by any legislation, any written or unwritten Law, the common law, equity, trade custom or usage or otherwise in connection with the Licence are expressly excluded.
- (c) Notwithstanding anything in this Licence Agreement, consumers may have the benefit of certain rights or remedies pursuant to the *Competition and Consumer Act 2010 (Cth)* and similar state and territory laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by Law, such liability is limited, and Ecocentric's total aggregate liability to You under this Licence Agreement is limited, at Ecocentric's option to:
 - (i) the re-supply of the Licence; or
 - (ii) the payment of the cost of having the Licence supplied again by a third party.
- (d) To the extent permitted by Law, Ecocentric is not liable, and You release, must not Claim against, Ecocentric for any Liability suffered by You as a result of You using the Licence in any way other than as permitted or directed by

Ecocentric or for any Liability in relation to which You have made a successful Claim against the Reseller or for any Claim or Liability incurred by You or any third party whatsoever as a result of access to or use of any other applications or third party services, Value Add Services or websites which accesses or uses the Numen System or the Contract Data.

- (e) Under no circumstance will Ecocentric be liable to You for any, Consequential Loss or indirect loss or damage, whether arising out of any breach by Ecocentric of its obligations under this Licence Agreement or otherwise.
- (f) A party's liability under this Agreement will be reduced proportionately to the extent that an act or omission of a party contributes to the Liability.

13. Intellectual Property Rights

- (a) You acknowledge and agree that all Intellectual Property Rights comprised in or relating to the Numen System, Confidential Information remain vested in Ecocentric and nothing in this Licence Agreement or otherwise provides, or is intended to provide, You with any legal or beneficial ownership interest in such Intellectual Property Rights whatsoever.
- (b) You acknowledge that, in the event of any third party claim that the Numen System, Ecocentric's Intellectual Property Rights, Documentation or Contract Data or Your possession and use of the Numen System, Ecocentric's Intellectual Property Rights, Documentation or Contract Data, infringes that third party's Intellectual Property Rights, Ecocentric (and not a Third Party Provider), will be solely responsible for the investigation, defence, settlement and discharge of any such claim.
- (c) At the expense of Ecocentric, You must do, and must procure that Your personnel or each User does, all things necessary to ensure that Ecocentric (or its nominee) holds all legal and beneficial right, title and interest in the Ecocentric Intellectual Property Rights.

14. Term and Termination

- (a) This Licence Agreement is effective until terminated by You, Ecocentric or otherwise terminated under this Licence Agreement.
- (b) This Licence Agreement and Your rights under it automatically terminate:
 - (i) if You fail to comply with any material provision of this Licence Agreement, and if capable of being remedied, You do not rectify your default within 7 days' notice by Ecocentric to do so; or
 - (ii) simultaneously with the Customer Agreement.
- (c) Upon termination, unless otherwise permitted by Ecocentric in writing, You must cease all

access and use of the Numen System, Confidential Information, Ecocentric's Intellectual Property Rights and Documentation which is in Your possession, custody or control and at the discretion of Ecocentric, destroy and certify in writing the destruction of all documents and electronic records containing any of the Confidential Information.

- (d) Upon termination of this Licence Agreement, Ecocentric shall terminate access to the Contract Data that relates to You by any third party with a licence to access Contract Data relating to You for the purpose of providing other applications, third party services, Value Add Services or websites to You which accesses or uses the Numen System or the Contract Data.

15. General Provisions

- (a) This Licence Agreement is governed by and construed in accordance with the Laws of the State of Western Australia and the Commonwealth of Australia (as applicable). You and Ecocentric submit to the jurisdiction of the courts of the State of Western Australia and the Commonwealth of Australia (as applicable). Each party irrevocably waives any right it has to object to the venue of any legal process in the Western Australian courts on the basis that any proceeding arising out of or in connection with this Licence Agreement has been brought in an inconvenient forum or the courts of Western Australia do not have jurisdiction.
- (b) This Licence Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- (c) If any provision of these terms is invalid, void, illegal or unenforceable, then that provision is to be ignored in the interpretation of these terms such that the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- (d) Ecocentric's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power. A waiver is not effective unless it is in writing.
- (e) The warranties expressly stated in this Licence Agreement survive the termination. To the extent that a party has not satisfied an obligation under this Licence Agreement or that obligation is a continuing obligation, that obligation survives the termination of this Licence Agreement, as do the provisions of clauses 12, 13, 14, 15 and any obligations of confidentiality.
- (f) All contracts or other transactions for access to or use of any other applications or third party services, Value Add Services or websites which

accesses or uses the Numen System or the Contract Data are between You and a third party, and do not include Ecocentric as a party.

16. Interpretation

The following words have the meaning given to them below when used in these terms:

Access Information means, in relation to You or a User, either of the following to allow You or the User to login and access the Numen System:

- (a) an email signup link which will allow the User to set up a unique username and password; or
- (b) a unique username and password.

Approved Purpose means installation and use of the Numen System for data acquisition, storage, analysis, visualisation and reporting of high fidelity electrical data.

Authorisation means an authorisation, approval, registration, consent, clearance, permit, licence, certification, exemption or other requirement (as applicable) from, by or with a Government Agency.

Background Intellectual Property means any and all Intellectual Property Rights (or licensed to Ecocentric by a third party) which:

- (a) are in existence before the date of this Licence Agreement or which come into existence after the date of this Licence Agreement, other than Contract Intellectual Property; or
- (b) Ecocentric makes available, contributes to or uses in relation to this Licence Agreement.

Business Day means a day other than a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Claim means an action, suit, proceeding or demand of any kind and any actual or alleged entitlement or right of any kind, whether arising at common law, in equity or under statute.

Collector means the data processor hardware connected to the wiring via split-core current transformers and directly connected voltage reference, and forms part of the Numen System.

Commercialise in relation to the Confidential Information, means to use, manufacture, sell, hire or otherwise exploit a product or process, or to provide a service, incorporating Confidential Information, or to license any third party to do any of those things.

Confidential Information means Ecocentric's information in any form (including written, verbal, diagrammatic and or electronic) disclosed to You or your Users, or which You or your Users otherwise have access to, during

the Licence Agreement, which is by its nature confidential, or which Ecocentric designates as confidential, or You the know or ought to know is confidential and includes:

- (a) any computer software, source and object codes;
- (b) the existence or content of this Licence Agreement;
- (c) the Contract Data;
- (d) Ecocentric's Intellectual Property Rights;
- (e) the Contract Intellectual Property;
- (f) the Documentation;
- (g) all information incorporating, copying, referencing, referring to or derived from any of the information described above; and
- (h) any updates or revisions to the above;

but does not include the Excluded Information.

Consequential Loss means any one of more of the following, arising under statute, common law or equity, from or related in any way to this Licence Agreement or its subject matter:

- (a) any loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity); and damage to reputation, whether actual, direct, indirect, anticipated or otherwise; and
- (b) any indirect or consequential loss which is not covered by paragraph (a) of this definition.

Contract Data means all:

- (a) data collected, stored, analysed, handled, developed, created, generated or processed by Ecocentric for You in relation to the Numen System;
- (b) data uploaded or otherwise collected by, accessed or used in operation of the Numen System;
- (c) technical data and related information about the Numen System, system and application and peripherals collected, created or generated under or in connection with this Licence Agreement;
- (d) Documentation;
- (e) geo location and address;
- (f) device meta information; and
- (g) usage information and analytics on the UI and API;

but does not include the Numen System.

Contract Intellectual Property means all Intellectual Property Rights created, discovered, developed, that come into existence or are enhanced in relation to the performance of the Customer Agreement.

Customer Agreement means the agreement between You and the Reseller for the supply of products and services (as described in that agreement).

Documentation means any sales, promotional or advertising materials & operating, or user manuals of any kind designed to assist in the promotion, marketing, use &/or operation of the Numen System, including the Operations Manual.

Ecocentric means Ecocentric Energy Holdings Pty Ltd (ACN 605 156 527), and its successors and assigns.

Excluded Information means any records, documentation or other information to the extent that such:

- (a) is generally available to participants in the industry in which a party operates on the date of this Licence Agreement; or
- (b) is acquired from a third party entitled to disclose it on a non-confidential basis.

Gateway means the equipment to transport data from the Collector, installed in plant or buildings, to the cloud. The Gateway device creates an independent wireless network access point for the Collectors and provides a connection to the cloud via mobile networks or dedicated LAN.

Government Agency includes any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, board, agency, instrumentality, political subdivision or similar entity.

Intellectual Property Rights means all industrial or intellectual property rights throughout the world, now existing or that come into existence in the future, whether registered, unregistered or registrable, including any one or more of the following:

- (a) any patent (including a patent pending), trade mark, copyright (including future copyright), moral right, drawing, design, plant breeder's rights, circuit layout rights or any other corresponding property or right under the Law of any jurisdiction;
- (b) rights in respect of an invention, discovery, trade secret, know-how, concept, idea, methodology, information, data, algorithm or formula;
- (c) any right to apply for grant or registration of intellectual property or intellectual property rights;

- (d) all renewals and extensions and all similar or equivalent rights or forms of protection in relation to intellectual property or intellectual property rights;
- (e) any Background Intellectual Property;
- (f) any variation, modification, adaptation, derivation, advancement, change, improvement, innovation or other development of the matters referred to in this definition

Law any constitutional provision, treaty, decree, convention, statute, act, code, regulation, rule, order, ordinance, proclamation, subordinate legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline made by a competent entity exercising jurisdiction in the relevant matter or any government or Government Agency.

Liability means any liability, loss, damage (of any nature, including aggravated and punitive damage), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether present or future, actual, contingent or prospective and whether known or unknown, howsoever arising (including under any Law or pursuant to an Authorisation)

Licence means the licence granted to You under this Licence Agreement to access and use the Numen System.

Licence Agreement means this End User Licence Agreement.

Numen System means Numen hardware including the Collector(s), the Gateway(s), and new Numen products (if applicable), the Numen data engine, including the cloud infrastructure and software), the Numen user web and mobile interfaces and the Numen application programming interface (API).

Operations Manual means the operations manual as provided for under Ecocentric's secured website (and as amended by Ecocentric from time to time) for the use of the products and services as defined in the Customer Agreement.

Quarter means a period of three calendar months commencing on 1 January, 1 April, 1 July and 1 October, each calendar year during the Term, except in respect of the first period which shall commence on the date this Licence Agreement is accepted by You.

Reseller means a person appointed by Ecocentric to sell the Collector, and other products and services to You, in order to use the Numen System.

Scheduled Downtime has the meaning given to it in clause 6(d).

Term means the date this Licence Agreement is accepted by You until it terminates.

Third Party Provider means a third party who manufactures a product or device or provides a service, or that develops software or systems, on or through which You access and use the Numen System (e.g. Apple Inc., Microsoft Corporation, Google etc).

Unscheduled Downtime has the meaning given to it in clause 6(d).

User means Your personnel who will be given access to the Numen System.

Value Add Services means applications for use on the non-Numen side of the application program interface (API) and any complimentary services that a third party develops, offers or deploys for use in conjunction with the Numen System or Contract Data.

You and **Your** means the natural person, body corporate or other entity accepting this Licence Agreement.

- (c) In this Licence Agreement, unless the context otherwise requires:
- (i) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a reference to a gender includes any gender;
 - (iv) the words "includes" and "including" are not words of limitation;
 - (v) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
 - (vi) a reference to person, includes a reference to:
 - (A) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (B) the person's personal representatives, successors and assigns (as applicable);
 - (vii) a term, condition or warranty of this Licence Agreement in favour of or on the part of two or more people, benefits or binds them jointly and severally;
 - (viii) a reference to time is to Australian Western Standard Time in Perth, Western Australia;
 - (ix) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;

- (x) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (xi) a provision in this Licence Agreement must not be construed adversely to a party solely on the ground that the party was responsible for the preparing this Licence Agreement or that provision;
- (xii) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile; and
- (xiii) a reference to a right includes a benefit, remedy, discretion or power.

17. Questions

All questions, comments or concerns with respect to this Licence Agreement shall be directed to Ecocentric at hello@ecocentric.energy.