

## I Operation of this agreement

- (a) These terms and conditions govern and apply to:
- (i) the supply and use of the SaaS; and
  - (ii) any purchase of Hardware by you which is either (A) directly from Gasbot (whether or by way of Outright Purchase or HaaS) or (B) from a Gasbot partner as HaaS. **See clause 2(b) below for more detail about purchasing hardware from Gasbot partners.**
- (b) These terms and conditions are version 1.0.
- (c) Gasbot may change these terms and conditions from time to time. You should regularly review the terms and conditions published on Gasbot's website.
- (d) Gasbot can change these terms and conditions immediately without notice to you if Gasbot reasonably considers that the change is likely to (A) benefit you or (B) have a neutral impact on you. If Gasbot reasonably considers that the change is likely to have a material detrimental effect on you, Gasbot will give you 30 days prior notice. If you do not agree to the material change, you may terminate these terms and conditions on 30 days notice to Gasbot. Where you exercise your termination rights under this clause 1(d) you acknowledge and agree your obligations about returning the Hardware set out in clause 19 will apply.

## 2 Gasbot partners

- (a) Gasbot may partner with other organisations who sell Hardware and provide services in connection with Hardware and SaaS.
- (b) Where you purchase Hardware as an Outright Purchase from a partner (and not as HaaS), you are entering into a contract directly with that partner for the supply of the purchased Hardware. Gasbot may have obligations in relation to the Hardware and SaaS under Australian law, including the Australian Consumer Law, but is not a party to your contract with the partner.

## 3 Purchase and Supply of Hardware

### 3.1 Order process

- (a) You may place orders for Hardware with Gasbot from time to time via Gasbot's online store.
- (b) Placement of an order by you with Gasbot via the online store is not an immediate confirmation of purchase. Orders will be processed and confirmed by Gasbot in writing.
- (c) Only when an order is processed and confirmed by Gasbot in writing is there a binding commitment by Gasbot to supply to you the Hardware specified in the order confirmation.
- (d) For clarity, each item, or number of items purchased in the same order, of Hardware you purchase has a different SaaS Subscription Term and Hardware Subscription Term (if applicable) based on when you made that purchase. Your use of (i) any and all Hardware supplied by Gasbot and (2) the SaaS is subject to these terms and conditions,

### 3.2 Hardware supply models

- (a) Gasbot offers two different commercial models for you to purchase Hardware:
- (i) **Outright Purchase**, where you purchase the Hardware outright, and receive title to the Hardware on upfront payment of the purchase price of the Hardware; or
  - (ii) **Hardware as a Service (HaaS)**, where Gasbot retains the title to the Hardware and makes the

Hardware available to you for use by you subject to the ongoing payment of the HaaS Fees by you.

- (b) You can specify at the time of placing an order whether Hardware is acquired and supplied as an Outright Purchase or as HaaS.
- (c) Some of the provisions in this agreement apply differently depending on whether you and Gasbot have agreed an Outright Purchase or HaaS model for particular items of Hardware, and these terms and conditions indicate which provisions are applicable in each instance.

### 3.3 Delivery and risk

- (a) Subject to Gasbot receiving payment of the amount specified in the order confirmation, Gasbot will deliver the Hardware to you at the delivery address specified in the order. Any delivery dates specified in an order confirmation are estimates only and Gasbot is not obligated to deliver the Hardware on that delivery date.
- (b) Risk in the Hardware will pass to you when the Hardware is shipped from the Gasbot premises.

### 3.4 Supply of Hardware - Outright Purchase

*This clause 3.4 applies to Outright Purchases only*

Where you purchase Hardware as an Outright Purchase, title in, and ownership of, Hardware will remain with Gasbot (and will not pass to you) until you have paid Gasbot the purchase price for that Hardware in full.

### 3.5 Supply of Hardware – HaaS

*This clause 3.5 applies to HaaS only*

Where and to the extent the Hardware is procured on a HaaS basis and whether the Hardware is ordered directly from Gasbot or supplied by a Gasbot partner:

- (a) subject to your payment of the HaaS Fees in accordance with clause 9, Gasbot will make available to you, and grants you a right to use, the Hardware for a period of 24 months from the earlier of (i) the date of your order confirmation for relevant purchase of HaaS and (ii) the date you received the Hardware purchased as HaaS (the **Hardware Subscription Term**);
- (b) the Hardware Subscription Term will automatically renew for additional 12-month periods unless either party elects to terminate with one month's notice prior to the end of the current Hardware Subscription Term. Gasbot will provide you notice of upcoming expiry 30 days prior to the end of the then-current Hardware Subscription Term;
- (c) title in, and ownership of, Hardware will remain with Gasbot at all times (and will not pass to you);
- (d) you must:
- (i) keep the Hardware in good order and repair (reasonable wear and tear excepted);
  - (ii) notify Gasbot within 24 hours of becoming aware that any Hardware has been lost, stolen, damaged or destroyed, or has become inoperable;
  - (iii) not sell, dispose of, sub-license or encumber the Hardware in any way (or attempt to do the same);
  - (iv) not alter or remove any markings (or similar) on the Hardware (including proprietary or identifying markings, trademarks, registration numbers and certification numbers); and
  - (v) not make any alteration, modification or repairs (or similar) to the Hardware without the prior written consent of Gasbot;
- (e) to the maximum extent permitted by law, you indemnify, and must keep indemnified, Gasbot and their respective

Personnel (together, **Gasbot Indemnified Persons**) from and against all Losses that the Gasbot Indemnified Persons incur arising out of or in connection with any loss of or damage to the Hardware. To the maximum extent permitted by applicable laws, your liability under this paragraph 3.5(e) is not subject to any limit or exclusion of liability under clause 17.2.

**4 Supply of SaaS**

**4.1 General**

- (a) You acknowledge and agree that you are required to procure the Hardware (either as an Outright Purchase or as HaaS) in order to receive access to the SaaS.

**4.2 SaaS Subscription Term**

- (a) The **SaaS Subscription Term** commences on the date of acceptance of these terms and conditions and continues for a period of 12 months.
- (b) The SaaS Subscription Term will automatically renew for additional 12-month periods unless either party elects to terminate with one month’s notice prior to the end of the current SaaS Subscription Term. Gasbot will provide you notice of upcoming expiry 30 days prior to the end of the then-current SaaS Subscription Term.

**4.3 Grant of licence and usage rights**

- (a) Subject to your payment of the SaaS Fees in accordance with clause 9, Gasbot grants to you a non-exclusive, non-transferrable right to access the SaaS during the SaaS Subscription Term:
  - (i) in connection with your use of the Hardware; and
  - (ii) solely for your use within your own business. You must not use the SaaS to provide services, including managed services, monitoring services or the supply of data, to third parties.
- (b) You may use the SaaS during the SaaS Subscription Term through and in connection with third party tools where and to the extent permitted by Gasbot under any Gasbot-supplied APIs. Where you do so, you must comply with these terms and any API terms published by Gasbot.
- (c) The licence and right of access granted under paragraph 4.3(a) do not include the right to sub-license, grant access to or otherwise provide the SaaS to any third party.

**4.4 Access to SaaS**

Gasbot will provide you with access to and use of the SaaS via the method specified by Gasbot from time to time.

**4.5 Changes to SaaS**

Gasbot may correct errors, change, add or delete the functions, features, performance, or other characteristics of the SaaS from time to time.

**5 Trial period**

- (a) The **Trial Period** means the period specified as the ‘trial period’ at the time you purchase the Hardware.
- (b) Notwithstanding any other provision of these terms and conditions, you may at any time during the Trial Period return the Hardware to Gasbot (in the case of purchases made from Gasbot) or the partner from whom you purchased the Hardware (in the case of purchases made from a partner of Gasbot). The process and method for returning the Hardware is specified on the Agbot website, and you must comply with those requirements.
- (c) Where you return the Hardware in accordance with those requirements and it is in good order and repair, you will receive a refund of (a) the purchase price for the Hardware (in the case of Outright Purchases) or HaaS Fees (for Hardware acquired as HaaS) and (b) the SaaS

Fees, less the costs of the return method as specified on the Agbot website.

- (d) After the expiration of the Trial Period, your termination rights are as otherwise specified in these terms and conditions and any termination rights you may have at law.

**6 Installation of Hardware**

- (a) The Hardware will need to be installed on your premises by you or a third party in order to make use of the Hardware and SaaS.
- (b) You acknowledge and agree that while Gasbot may provide you instructions for how to install the Hardware, Gasbot is not responsible for installing the Hardware and does not provide installation services. You will need to install the Hardware yourself or engage a third party to install the Hardware on your behalf. Some Gasbot partners may provide installation services.
- (c) While Gasbot will take reasonable care to ensure any provided installation instructions are clear, accurate and if followed will allow the Hardware to operate correctly, you (including your Personnel) or the third party installing, operating and using the Hardware are responsible for the installation, operation and use of the Hardware and Gasbot disclaims responsibility to the maximum extent permitted by law for any issues, loss or damage arising out of or in connection with the installation of the Hardware.

**7 Standard of Gasbot’s performance**

- (a) Gasbot will exercise due care and skill in performing its obligations under these terms and conditions.
- (b) The SaaS Services and API must be operative and accessible by the Customer for at least the minimum percentage of time during the month as set out in the table below in order to achieve the Software Service Platform Service Level:

Athara SaaS Platform availability (Uptime)	98.5%
Availability of API from Gasbot SaaS to you. The measurement of this KPI excludes any downtime of AWS, noting that Gasbot has deployed the Gasbot SaaS across multiple AWS availability zones.	98.5%

- (c) The Hardware connects to the SaaS Services via wireless data networks that are supplied and maintained by third parties. In relation to these data networks:
  - (i) Gasbot is responsible for the network service provided by the network partner as part of this Agreement. Network availability must meet the minimum level of service specified in this Item 19.1 (d)(ii). If the minimum service level for the month is not achieved, then a credit for the HaaS or SaaS Fee will be rebated back to you.
  - (ii) Gasbot will use best endeavours to ensure the acceptable service level % KPI (set out in the table below) using the formula expressed in 7(c)(iii):

Acceptable Service Level	Above 70%
Discretionary Service Level	Below 70%

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- (iii) Acceptable service level % is the minimum percentage of all messages delivered to all your destinations as averaged over a billing month and calculated in accordance with the following formula (and expressed as a percentage):

$$\left( \frac{\text{\# Messages Delivered}}{\text{Total \# Messages Scheduled}} \right) \times 100$$

- (iv) Gasbot will use reasonable commercial endeavours to improve the reliability and performance of the network service overtime including, to the extent it is able to do so, improving the service levels that are available.

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### 8 Your obligations

- (a) We confirm and you acknowledge and declare that your intended use of the Hardware and SaaS, is wholly or predominantly, business purposes.
- (b) You must use the Hardware and SaaS, and procure that your Personnel use the Hardware and SaaS, only in accordance with the Documentation.
- (c) You must ensure that your Personnel comply with these terms and conditions, and you are liable for the acts and omissions of your Personnel as if they were your acts and omissions.
- (d) You must procure that each user of the SaaS keeps their individual login details for the SaaS secure and confidential and does not permit any other person to use that user's individual login details.
- (e) You are responsible for and must provide all computers, hardware, software, networks and other equipment and services necessary to access and make use of the Hardware and SaaS.
- (f) You are responsible for implementing and maintaining, and must implement and maintain, adequate back-up and recovery procedures to protect and preserve the Data.
- (g) You must not, and must ensure that your Personnel do not:
- (i) reverse engineer, reverse compile, decompile or disassemble the object code of any part of the Hardware or SaaS or otherwise attempt to derive the firmware of the Hardware or source code of the SaaS, except to the extent permitted by law;
  - (ii) use the SaaS unlawfully, fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SaaS or systems;
  - (iii) transmit or process via the SaaS any material that is defamatory, offensive or otherwise objectionable;
  - (iv) use the Hardware or SaaS in a way that could damage, disable, overburden, impair or compromise Gasbot's systems or security or interfere with other users; and
  - (v) collect or harvest any information or data, or attempt to decipher any transmissions to or from the systems used by Gasbot.

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### 9 Fees and payment

- (a) The purchase price for Hardware purchased as an Outright Purchase and HaaS Fees and SaaS Fees are set out at <https://agbot.tech> and may be updated from time to time.

- (b) Where Gasbot changes the HaaS Fees and SaaS Fees, any such changes will only apply to (A) new items of Hardware purchased as HaaS after the date of the change in HaaS Fees or (B) on and from the next renewal of the SaaS Subscription Term (as applicable).

- (c) You will pay Gasbot the fees at the following times:

- (i) the purchase price of Hardware purchased as an Outright Purchase, at the time of placing an order with Gasbot;
  - (ii) the HaaS Fees, the first HaaS Fee is payable is at the time of placing an order with Gasbot and then each subsequent HaaS Fee is payable annually in advance;
  - (iii) the SaaS Fees, the first SaaS Fee is payable is at the time of placing an order with Gasbot and then each subsequent SaaS Fee is payable annually in advance;
  - (iv) shipping and handling fees, and any applicable fees associated with use of particular payment methods (eg, credit card surcharges), at the time at the time of placing an order with Gasbot.
- (d) If any taxes, charges, duties, levies or fees (**Taxes**) are required by law to be withheld from any payment for any good or service provided by Gasbot under this agreement, you must gross up such payment such that the balance payable to Gasbot after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Gasbot. In the event any avoidance of double taxation treaty is applicable to such payments, Gasbot will cooperate with you to obtain the full benefit of that treaty.
- (e) If you do not pay any amount owing to Gasbot by the due date for such payment, Gasbot may:
- (i) on 5 Business Days' notice to you, suspend, limit or restrict your access to the SaaS and/or suspend the performance of any of Gasbot's other obligations to you until such amount is paid in full; and
  - (ii) if you fail to pay the amount owing after 30 Business Days Gasbot may:
    - (A) terminate this agreement;
    - (B) permanently deactivate access to the SaaS for all Hardware; and
    - (C) for any HaaS Subscription, notify you to immediately, return the Hardware at your expense to Gasbot or the partner from whom you purchased the Hardware.

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### 10 Taxes

#### 10.1 GST

- (a) This clause 10.1 applies if and to the extent GST is payable.
- (b) In this clause 10.1, the expressions 'consideration', 'GST', 'input tax credit', 'recipient', 'supplier', 'supply', and 'tax invoice' have the same meaning given by the GST Law.
- (c) **GST Law** has the same meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999.
- (d) Unless expressly stated otherwise, all amounts set out in this agreement are exclusive of GST.
- (e) If GST is payable on any supply made under this agreement by a party to another party the recipient must, subject to paragraph (f), pay to the supplier, in addition to and at the same time as the consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that consideration by the prevailing GST rate.

- (f) The supplier must issue a valid tax invoice to the recipient before any payment for a supply made by the supplier under this agreement is due.
- (g) Any reference to a cost or expense in this agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party is entitled to an input tax credit.

### 11 Intellectual Property

- (a) All IPR in the Hardware, SaaS and Documentation remains the property of Gasbot.
- (b) Gasbot grants to you a worldwide, royalty-free, perpetual, non-exclusive licence to use the IPR in the Documentation for the purposes of making use of the Hardware and SaaS.

### 12 Confidentiality

A recipient of Confidential Information may only use the Confidential Information of the discloser for the purposes of performing the recipient's obligations or exercising the recipient's rights under this agreement.

### 13 Data

- (a) Data is and remains your property at all times.
- (b) You grant Gasbot the rights to:
  - (i) access, use, adapt, modify, reproduce, reformat, transform, and process the Data during the Term to the extent necessary to provide the Hardware and SaaS and to otherwise perform Gasbot's obligations under this agreement;
  - (ii) during or after the Term create Derivative Materials from the Data; and
  - (iii) during or after the Term use information about you, users of the Hardware and SaaS, or your use of the Hardware and SaaS, for the purpose of developing and improving the Hardware and SaaS, developing and implementing analytics and AI functionalities and features, detecting and addressing threats to the functionality, security, integrity and availability of the SaaS, detecting and addressing breaches of this agreement or any of Gasbot's other policies and to help Gasbot to resolve service requests.
- (c) Subject to paragraph 13(a), any IPR in any Derivative Materials vest in Gasbot absolutely immediately on creation.

### 14 Privacy

Gasbot will collect, handle and use personal information in accordance with Gasbot's privacy policy as maintained by Gasbot from time to time.

### 15 Monitoring

Gasbot may:

- (a) monitor your usage of the SaaS; and
- (b) on reasonable notice audit your systems and records relating to the use of the SaaS and Hardware,

for the purposes of verifying your compliance with the terms of these terms and conditions.

### 16 Disclaimer

- (a) Subject to clauses 16(b), 17.2(c), 17.2(d) 17.2(d), Gasbot excludes and disclaims to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law.
- (b) Nothing in these terms and conditions agreement excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by

any applicable law which cannot lawfully be excluded, restricted or modified.

## 17 Indemnities and liability

### 17.1 Indemnities

- (a) Gasbot indemnifies you and your employees, officers, agents and contractors from and against all losses, damages, liability, costs and expenses sustained or incurred by those indemnified and which arise out of or in connection with any demand, allegation, claim or action that the Hardware or SaaS or their use, infringe the rights (including any IPR) of any person (**Third Party IP Claim**).
- (b) You must:
  - (i) as soon as reasonably practicable, notify Gasbot if you become aware of any Third Party IP Claim;
  - (ii) to the extent permitted by law and Gasbot's sole expense, permit Gasbot to conduct the defence or settlement of any Third Party IP Claim; and
  - (iii) provide Gasbot with reasonable assistance in conducting the defence or settlement of any Third Party IP Claim if requested by Gasbot and at Gasbot's sole expense,

and Gasbot's liability under this clause 17.1 is reduced to the extent that your failure or delay to do any of these things prejudices Gasbot's ability to defend or settle the Third Party IP Claim.

- (c) Gasbot's liability under this clause 17.1 is not subject to any limit or exclusion of liability under clause 17.2.

### 17.2 Liability

- (a) To the extent permitted by law and except as otherwise expressly set out in this agreement:
  - (i) the liability of a party under or in respect of an Order is limited in the aggregate to an amount equal to the amounts paid and payable by you under that Order; and
  - (ii) a party is not liable to the other party for:
    - (A) any special, indirect, incidental or consequential loss or punitive loss or damage; or
    - (B) loss of profits, revenue, business, goodwill, bargain, anticipated savings or management time,

whether or not the first party was aware of should have been aware of the possibility of such loss or damage.

- (b) To the extent permitted by law, a party's liability to the other party under or in connection with the agreement is reduced to the extent, if any, to which the other party's acts or omissions cause or contribute to its own loss or damage.
- (c) If any guarantee, condition, warranty or term is implied or imposed by any applicable law and cannot be excluded (a **Non-Excludable Provision**), and Gasbot is able to limit your remedy for a breach of the Non-Excludable Provision, then Gasbot's liability for breach of the Non-Excludable Provision is limited exclusively (so far as applicable laws do not prohibit) to one or more of the following at Gasbot's option:
  - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

- (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Nothing in these terms and conditions excludes or limits either party's liability for:
  - (i) death or personal injury caused by its negligence;
  - (ii) fraud or fraudulent misrepresentation; or
  - (iii) any other liability that cannot, as a matter of law, be limited or excluded.
- (e) The limitations and exclusions of the liability set out in this clause 17 apply regardless of the basis on which such liability arises, whether in contract, breach of statutory duty, tort (including negligence), in equity or under statute.

## 18 Force majeure

- (a) A party will be relieved of its obligations (other than an obligation to pay money) to the extent those obligations are prevented by an event outside the reasonable control of the party and that event:
  - (i) was not caused or contributed to by that party;
  - (ii) could not have been prevented by reasonable precautions or remedied by reasonable expenditure by the party which is seeking to rely on the event as the basis for relief,

and such relief will continue for the duration of that event.
- (b) The party affected by the event must take all reasonable steps to resume the performance of its affected obligations as soon as reasonably possible.

## 19 Termination

- (a) Without limiting any other rights which a party may have at law, a party may immediately terminate this agreement by written notice to the other party if the other party:
  - (i) breaches a material term or condition of this agreement (including any of clauses 4, 8, 9, 11, 12, 13 and 14); or
  - (ii) breaches a non-material term of this agreement and fails to remedy such breach within 30 days of receipt of a written notice from the other party requiring it to do so; or
  - (iii) the party becomes insolvent, bankrupt, or becomes subject to a presumption of insolvency under any laws, suffers a meeting of its creditors, has any sort of administrator or receiver appointed in respect of any of its assets, executes a deed of company arrangement, has a petition presented to appoint any such administrator or receiver, is unable to pay its debts or threatens or ceases to carry on its business or suffers any execution which remains unsatisfied for 10 days or anything similar or equivalent to any of these things.
- (b) The rights and obligations under clauses 12, 13 and 17, and any other clause which by its nature is intended to survive the termination of expiry of this agreement will continue in full force and effect after this agreement ends.
- (c) All rights that a party has accrued before the agreement ends continue after expiry or termination.

*This clause 19(d) applies to HaaS only*

- (d) On termination for any reason you must:
  - (i) return any and all Hardware purchased as HaaS to Gasbot at its nominated address; and
  - (ii) promptly (and in any event within 10 Business Days) pay to Gasbot all HaaS Fees that would otherwise have been payable during the remainder of the HaaS

Subscription Term had your agreement with Gasbot not been terminated.

## 20 Warranties

### 20.1 Gasbot warranties

- (a) Gasbot represent and warrants to the Customer that the Services, will not result in any unauthorised use of the rights (including IPR) of any person.
- (b) Subject to clause 20.1(a) Gasbot excludes and disclaims to the maximum extent permitted by law, all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law.
- (c) Some jurisdictions do not allow the exclusion of guarantees, conditions, warranties or terms implied or imposed by any applicable law. Nothing in this agreement excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot lawfully be excluded, restricted or modified.

## 21 Notices

Any notice or other communication that is required or permitted to be given under this agreement will be given in writing and may be delivered by hand or sent by mail to the applicable address specified in the Order or as otherwise advised from time to time.

## 22 General

- (a) This agreement forms the entire agreement between Gasbot and you in relation to its subject matter and replaces all previous agreements, arrangements, understandings, representations or other communications between the parties in relation to that subject matter.
- (b) This agreement is governed by the laws of Queensland, Australia and the parties submit to the jurisdiction of the courts of Queensland and the Commonwealth of Australia.
- (c) No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.
- (d) Any provision of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The remainder of this agreement will remain in full force and effect.
- (e) The words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation.
- (f) Unless context requires otherwise, a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to, or replacements of, that document;
  - (v) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced.

## 23 Definitions

**Confidential Information** means in relation to a party, information that is by its nature confidential, is designated by that party as confidential, or the other party knows or ought reasonably to know is confidential, and includes any information relating to the financial affairs, assets or liability of a party, or any information relating to the internal management of a party, its personnel, policies, plans, strategies, customers, suppliers, products or services. Confidential Information does not include information or material which:

- (a) is or becomes generally known to the public other than through a breach of this agreement;
- (b) at the time it was first disclosed to a party, was already in that party's lawful possession;
- (c) is developed independently by a party; or
- (d) is disclosed to a party by a third party entitled to disclose it.

**Data** means all data and information about or relating to you that is entered into, stored in, collected by, generated by or processed by the Hardware or SaaS.

**Derivative Materials** means materials, data and insights created by or on behalf of Gasbot and which are based on, or created or derived from, the Data.

**Documentation** means the user manuals and on-line documentation which are provided by or on behalf of Gasbot to you.

**Hardware** means the Agbot hardware described on the confirmed subscription order.

**HaaS Fee** means an amount specified as a "HaaS Fee".

**HaaS Subscription Term** has the meaning given in clause 0.

**Gasbot** means Gasbot Pty Ltd.

**GST Law** has the meaning in clause 10.1(c)

**IPR** means all industrial and intellectual property rights of any kind including copyright, patents, trade marks, design, moral rights and other proprietary rights.

**Non-Excludable Provision** has the meaning in clause 16.1

**Outright Purchase** has the meaning given in clause 3.2(a)(i).

**Personnel** of a party means officers, employees, contractors, agents, subcontractors and professional advisors of that party, and includes officers, employees, contractors, agents and subcontractors of any subcontractor.

**Privacy Policy** means Gasbot's privacy policy located at <https://agbot.tech/privacy-policy/>.

**SaaS** means the Athara software services which are 'software as a service' services hosted by Gasbot and made available to you via the internet.

**SaaS Fee** means an amount specified as a "SaaS Fee".

**SaaS Subscription Term** has the meaning given in clause 4.2(a)0.

**Taxes** has the meaning in clause 9(c)(iv).

**Third Party IP Claim** has the meaning given in clause 17.1(a)