

Camera Site Licence Agreement Terms & Conditions

- Agreement.** These terms and conditions (**T&Cs**) govern the agreement between 3 Crowns Technologies Pty Ltd (**3CT**) and the person or entity (**Licensor**) listed in any order, quote, invoice, email acceptance, application or proposal (**Order**). The Licensor is deemed to have accepted these T&Cs on the earlier of: (i) the date the Licensor agrees to an Order; or (ii) the date that the Licensor approves 3CT's installation of the Equipment. These T&Cs, together with the terms or conditions specified in an Order, constitute the entire agreement between the parties (**Agreement**).
- Licence.** The Licensor grants to 3CT an exclusive licence to install and operate the Equipment at the physical location specified in the Order (the **Property**) during the Term (the **Licence**). 3CT will install the Equipment, or arrange for its installation, at its own expense. The Licensor agrees that representatives or agents of 3CT may access to the Property to repair and maintain the Equipment, provided that 3CT provides no less than 24 hours' notice to the Licensor.
- Term.** The initial term of the Licence is 3 years from the date of first installation of the Equipment (the **Initial Term**). At the end of the Initial Term, the Agreement will automatically renew for successive 12 month periods (**Further Terms**) unless terminated by either party within 30 days before expiry of the Initial Term or a Further Term, as applicable.
- Fee.** 3CT agrees to pay the Licensor any licence fee (if applicable) specified in the Order.
- Equipment.** 3CT will determine the type of Equipment to be installed at the Location at its sole discretion. The Equipment refers to items required for the capture, processing, data analytics and transmission of beach, surf and coastal monitoring, which may include video cameras, computers, power supplies, telecommunication connections, modems, transmitters, cabling, solar power equipment, related spare parts and various housings and mounting devices (the **Equipment**). 3CT or its nominee retains ownership of all the Equipment it installs or arranges to be installed at its own expense. The Licensor will use best endeavours to prevent any unauthorised persons from using or accessing the Equipment and the Materials.
- Repairs and Maintenance.** 3CT will be responsible for all repairs and maintenance other than general maintenance the Licensor agrees to undertake (for example, occasional camera lens cleaning or power reboots if requested by 3CT and on 3CT's instructions only). 3CT will maintain appropriate insurances for the Equipment, including for damage and theft. The Licensor shall be liable for any damage it causes to the Equipment.
- Intellectual Property.** 3CT retains sole ownership of all intellectual property rights, including but not limited to copyright, that attach to or subsist in any live vision, video footage, sound, images, digital data or any other materials or information captured or created using the Equipment (the **Materials**). If specified in an Order, 3CT may authorise the Licensor to use the Materials on a non-exclusive, non-transferrable basis for the Licensor's sole use on the terms, conditions and limitations specified in the Order. The Licensor acknowledges that such use does not convey or transfer to the Licensor in any way any ownership rights in or to the Materials.
- Confidentiality.** Each party agrees to maintain in strict confidence and not disclose the other party's Confidential Information, except as required by law or to obtain professional advice. Each party must also take all reasonable steps to ensure that its officers, employees and personnel keep the other party's

Confidential Information strictly confidential. “**Confidential Information**” means this Agreement and such information that the receiving party should reasonably know to be confidential or which has otherwise been indicated as being confidential, including all financial matters, trade secrets, proprietary information, concepts, data, documentation, processes, procedures and “know how”.

9. **Liability.** 3CT will be responsible for any damage to the Property that is directly caused by the installation, maintenance, or removal of the Equipment. In all other respects, to the extent permitted by law, all liability is excluded and 3CT will not be liable to the Licensor for any direct, indirect, incidental or consequential damage or loss, however caused, including any loss of or failure to provide Materials, Equipment fault, disruption or failure of any telecommunications, network, power or other utilities, loss of revenue, loss of production, loss of contract, loss of opportunity, loss of client, loss of reputation, loss of goodwill, punitive loss and similar damage or loss. 3CT’s total aggregate liability, to the extent liability cannot be excluded, whether in contract, tort (including negligence) or otherwise, is limited to the greater of: (a) the Fee; and (b) \$1,000.
10. **Termination.** Either party may terminate this Agreement if the other party commits a material breach of this Agreement which is not remedied within 14 days after notice of such breach from the non-breaching party.
11. **Declaration.** The Licensor agrees and declares that it has all necessary rights in the Property and consents from landowners and other stakeholders to enter into this Agreement and effectively grant the Licence.
12. **General.** This Agreement is governed by the laws of the Australian state in which the Property is situated. Licensor may not assign or novate its rights or obligations under this Agreement without the prior written consent of 3CT. To the extent of any inconsistency between this Agreement and the terms of any other agreement between the parties, this Agreement will prevail. 3CT may amend these T&Cs from time to time. 3CT will use reasonable endeavours to notify the Licensor of any material changes which impact on the Licensor, however the Licensor should review these T&Cs for any changes or updates.