

PARTNER AGREEMENT

IMPORTANT — PLEASE READ CAREFULLY

By clicking "I Agree", "Accept", or any equivalent acceptance mechanism on the Bigmate Partner Portal (the "Portal"), or by accessing or using the Platform, you ("Partner") agree to be bound by this Partner Agreement. If you are accepting on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity to this Agreement.

If you do not agree to these terms, do not click "I Agree" and do not access or use the Platform.

PARTIES

Bigmate Monitoring Services Pty Ltd ABN 70 074 019 926

Level 12, 100 Edward Street, Brisbane QLD 4000

("Bigmate")

and

The entity or individual identified in the Partner's Portal registration profile

("Partner")

Each a "Party" and together the "Parties".

BACKGROUND

- A. Bigmate develops and deploys AI and machine learning applications for industrial inspection and safety, delivered via a software-as-a-service model and an integrated deployment model (together, the "Platform").
- B. Partners may access the Platform in conjunction with Bigmate-supplied hardware or Partner-owned hardware integrated to the Platform.
- C. The Parties wish to enter into this Agreement to set out the terms on which the Partner may access, deploy, and commercialise the Platform and associated hardware.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Agreement" means this Partner Agreement, including any Schedules and Portal Order Confirmations issued under it, as updated by Bigmate from time to time in accordance with clause 16.3.
- (b) "AI/ML Application" means any artificial intelligence or machine learning model, algorithm, software module, or output forming part of the Platform.
- (c) "Authorised Users" means the Partner's employees, contractors, and agents who are authorised by the Partner to access the Platform under this Agreement.
- (d) "Background IP" means all Intellectual Property Rights owned or licensed by a Party prior to the Commencement Date, or developed independently of this Agreement.
- (e) "Bigate Hardware" means any physical device, sensor, camera, edge computing unit, or associated equipment supplied by Bigmate to the Partner, as described in the applicable Hardware Specifications.
- (f) "Commencement Date" means the date the Partner accepts this Agreement via the Portal acceptance mechanism.
- (g) "Confidential Information" means all non-public information disclosed by one Party to the other in connection with this Agreement, including technical data, trade secrets, business plans, pricing, customer data, and Platform specifications, but excluding information that: (i) is or becomes publicly available other than through a breach of this Agreement; (ii) was already known to the receiving Party at the time of disclosure; or (iii) is independently developed by the receiving Party without reference to the disclosing Party's information.
- (h) "Customer" means an end-user customer to whom the Partner deploys or resells access to the Platform.
- (i) "Customer Data" has the meaning given in clause 7.4(a).

- (j) "Deployment Model" means either the SaaS Deployment Model or the Integrated Deployment Model, as specified in the applicable Portal Order Confirmation.
- (k) "End User Licence Agreement" or "EULA" means Bigmate's standard end-user licence agreement made available to Customers via the Portal or Bigmate's website, as updated by Bigmate from time to time.
- (l) "Fees" means the fees payable by the Partner to Bigmate as published on the Portal from time to time and confirmed in each Portal Order Confirmation.
- (m) "Hardware Specifications" means the technical specifications, compatibility requirements, and warranty terms for Bigmate Hardware as published by Bigmate on the Portal or in accompanying product documentation, as updated from time to time.
- (n) "Integrated Deployment Model" means the deployment of the Platform on Partner Hardware or Bigmate Hardware that is physically integrated into the Partner's or Customer's operational environment.
- (o) "Intellectual Property Rights" means all present and future rights in copyright, patents, trade marks, designs, trade secrets, know-how, and all other intellectual property rights, whether registered or unregistered, in any jurisdiction worldwide.
- (p) "OEM Warranty" means the warranty provided by the original equipment manufacturer of Bigmate Hardware, as set out in the applicable Hardware Specifications.
- (q) "Partner Hardware" means any physical device, sensor, camera, edge computing unit, or associated equipment owned or procured by the Partner (not supplied by Bigmate) that is integrated to the Platform in accordance with Bigmate's Integration Specifications.
- (r) "Platform" means Bigmate's AI and ML-powered industrial inspection and safety software platform, including all software, firmware, APIs,

dashboards, data outputs, documentation, and updates made available by Bigmate under this Agreement.

- (s) "Platform Outputs" has the meaning given in clause 7.6(a).
- (t) "Portal" means Bigmate's online partner portal through which the Partner accesses the Platform, places orders, views pricing, and manages its partner relationship with Bigmate.
- (u) "Portal Order Confirmation" means a written confirmation issued by Bigmate via the Portal confirming the details of a Partner's order, including the Deployment Model, hardware configuration, applicable Fees, and any special conditions.
- (v) "SaaS Deployment Model" means access to the Platform delivered by Bigmate via the internet on a software-as-a-service basis.
- (w) "Term" has the meaning given in clause 15.1.

2. ELECTRONIC ACCEPTANCE AND FORMATION

2.1 This Agreement is formed electronically when the Partner completes the Portal registration process and accepts this Agreement by clicking "I Agree" or an equivalent acceptance mechanism on the Portal.

2.2 The Partner acknowledges that:

- (a) electronic acceptance of this Agreement constitutes a legally binding contract between the Parties under the Electronic Transactions Act 1999 (Cth) and applicable equivalent legislation in the Partner's jurisdiction;
- (b) Bigmate will retain a record of the Partner's acceptance, including the date, time, and version of the Agreement accepted; and
- (c) the Partner should download and retain a copy of this Agreement at the time of acceptance.

2.3 By accepting this Agreement, the Partner represents and warrants that:

- (a) if accepting on behalf of a legal entity, the Partner has full authority to bind that entity to this Agreement; and

- (b) the Partner is of legal age and capacity to enter into binding contracts in its jurisdiction.

2.4 Bigmate may update this Agreement from time to time in accordance with clause 16.3. Continued use of the Platform after the effective date of any update constitutes acceptance of the updated Agreement.

3. APPOINTMENT AND SCOPE

- 3.1 Bigmate appoints the Partner as a non-exclusive partner to access, deploy, and (where expressly authorised in a Portal Order Confirmation) resell or sublicense access to the Platform to Customers, subject to the terms of this Agreement.
- 3.2 The Partner's appointment is non-exclusive. Bigmate may appoint other partners, resellers, or distributors, and may itself sell or deploy the Platform directly to customers, without restriction.
- 3.3 The Partner must not represent itself as an agent, employee, or legal representative of Bigmate. The Partner has no authority to bind Bigmate to any contract, obligation, or liability.
- 3.4 This Agreement applies globally. The Partner is responsible for ensuring its activities under this Agreement comply with all applicable laws and regulations in each jurisdiction in which it operates.

4. DEPLOYMENT MODELS

- 4.1 SaaS Deployment Model. Where the applicable Portal Order Confirmation specifies the SaaS Deployment Model:
 - (a) Bigmate grants the Partner a non-exclusive, non-transferable, revocable licence to access and use the Platform via the internet for the purposes set out in this Agreement.
 - (b) The Partner may permit Authorised Users and Customers to access the Platform subject to clause 5 (Customer Obligations) and the EULA.
 - (c) Bigmate will use commercially reasonable efforts to maintain Platform availability of 99.5% measured monthly, excluding

scheduled maintenance windows notified to the Partner at least 48 hours in advance.

4.2 Integrated Deployment Model. Where the applicable Portal Order Confirmation specifies the Integrated Deployment Model:

- (a) Bigmate grants the Partner a non-exclusive, non-transferable, revocable licence to install and operate the Platform on Bigmate Hardware or Partner Hardware integrated in accordance with Bigmate's then-current Integration Specifications as published on the Portal.
- (b) The Partner must comply with the Integration Specifications at all times. Bigmate may update the Integration Specifications on reasonable written notice to the Partner.
- (c) The Partner must not modify, reverse engineer, decompile, or disassemble any component of the Platform or any firmware embedded in Bigmate Hardware.

4.3 Both Deployment Models may apply to a single Partner relationship where specified in a Portal Order Confirmation.

5. HARDWARE

5.1 Bigmate Hardware Supply. Where the Partner elects to purchase Bigmate Hardware via the Portal:

- (a) Bigmate will supply Bigmate Hardware at the prices published on the Portal at the time of order, as confirmed in the applicable Portal Order Confirmation.
- (b) Risk in Bigmate Hardware passes to the Partner on delivery to the Partner's nominated address. Title passes on receipt of full payment.
- (c) Bigmate Hardware is supplied subject to the OEM Warranty as set out in the applicable Hardware Specifications. The OEM Warranty terms, including warranty period and coverage, are as specified by the original equipment manufacturer and published in the Hardware

Specifications on the Portal. Bigmate makes no additional warranty in respect of Bigmate Hardware beyond the OEM Warranty.

- (d) The Partner must not modify, disassemble, or attempt to repair Bigmate Hardware in any manner that would void the OEM Warranty or that is not expressly authorised in the Hardware Specifications.
- (e) Warranty claims in respect of Bigmate Hardware must be submitted in accordance with the process set out in the Hardware Specifications. Bigmate will facilitate OEM warranty claims on the Partner's behalf where reasonably practicable.

5.2 Partner Hardware Integration. Where the Partner elects to use Partner Hardware:

- (a) The Partner is solely responsible for ensuring that Partner Hardware meets Bigmate's minimum hardware specifications as set out in the Integration Specifications published on the Portal.
- (b) Bigmate does not warrant that the Platform will be compatible with Partner Hardware that does not meet the Integration Specifications.
- (c) The Partner indemnifies Bigmate against any loss, damage, or claim arising from the use of non-compliant Partner Hardware.
- (d) Bigmate may, at its discretion, provide integration support for Partner Hardware at rates published on the Portal from time to time.

6. FEES, PRICING, AND PAYMENT

6.1 Pricing via Portal. All Fees applicable to the Partner's access to the Platform, hardware purchases, and related services are as published on the Portal from time to time and confirmed in each Portal Order Confirmation. The Partner acknowledges that:

- (a) pricing displayed on the Portal is subject to change by Bigmate in accordance with clause 6.5; and
- (b) the Fees applicable to a particular order are those published on the Portal at the time the order is placed and confirmed in the Portal Order Confirmation for that order.

- 6.2 Bigmate will issue invoices to the Partner in accordance with the payment schedule set out in each Portal Order Confirmation. Payment is due within 14 days of the invoice date.
- 6.3 All Fees are stated exclusive of any applicable taxes, duties, levies, or charges imposed by any governmental authority in any jurisdiction ("Taxes"). The Partner is responsible for all Taxes applicable to its purchase and use of the Platform and Bigmate Hardware in its jurisdiction, except for taxes on Bigmate's net income. Where Bigmate is required by law to collect and remit Taxes (including GST under the A New Tax System (Goods and Services Tax) Act 1999 (Cth)), Bigmate will issue a valid tax invoice and the Partner must pay the applicable Tax amount in addition to the Fees.
- 6.4 Overdue amounts accrue interest at the rate of 8% per annum, calculated daily from the due date until the date of payment.
- 6.5 Pricing Changes. Bigmate may update the Fees published on the Portal at any time. Bigmate will provide the Partner with not less than 30 days' prior written notice (which may be given via the Portal or by email to the Partner's registered email address) before any Fee increase takes effect for existing subscriptions or recurring services. Fee changes do not affect Portal Order Confirmations already issued and accepted prior to the effective date of the change.
- 6.6 The Partner must not withhold or set off any amount owing to Bigmate without Bigmate's prior written consent.
- 6.7 If the Partner disputes an invoice in good faith, it must notify Bigmate in writing within 7 days of the invoice date, specifying the amount in dispute and the reasons. The Parties will work in good faith to resolve the dispute promptly. Undisputed amounts remain payable by the due date.

7. INTELLECTUAL PROPERTY

7.1 Bigmate Background IP.

- (a) Bigmate retains all right, title and interest, including all Intellectual Property Rights, in and to:

- (i) the Platform, AI/ML Applications, software, source code, object code, firmware, APIs, algorithms, models, model architecture, workflows, interfaces, dashboards, documentation and Bigmate Hardware;
 - (ii) all technology, materials, methods, processes, know-how, tools, templates and systems owned, licensed or developed by Bigmate independently of this Agreement; and
 - (iii) all modifications, configurations, adaptations, enhancements, updates, upgrades, translations, derivative works and improvements to the matters described in clauses 7.1(a)(i) and 7.1(a)(ii).
- (b) Except for the limited licences expressly granted under this Agreement, no right, title or interest in Bigmate's Intellectual Property Rights transfers to the Partner, an Authorised User or a Customer.
- (c) The payment of Fees, participation in testing, provision of feedback, contribution to specifications, configuration of the Platform or assistance with an integration does not give the Partner, an Authorised User or a Customer any ownership interest in Bigmate's Intellectual Property Rights.

7.2 Partner Background IP.

- (a) The Partner retains all right, title and interest in its Background IP, Partner Hardware, trade marks and materials developed independently of this Agreement.
- (b) The Partner grants Bigmate a non-exclusive, worldwide, royalty-free licence during the Term to use, reproduce, modify and communicate the Partner's Background IP solely to the extent reasonably necessary to:
 - (i) provide, configure, integrate, maintain and support the Platform;
 - (ii) fulfil a Portal Order Confirmation; and
 - (iii) exercise Bigmate's rights and perform its obligations under this Agreement.

- (c) Bigmate may grant a limited sublicense under clause 7.2(b) to its related bodies corporate, contractors and service providers where reasonably necessary for those purposes, provided they are bound by confidentiality obligations.

7.3 Developed Material and Platform Improvements.

- (a) All Intellectual Property Rights in any modification, enhancement, configuration, integration, connector, interface, documentation, workflow, model improvement, training method or other material that:
 - (i) is created by or for Bigmate in connection with the Platform;
 - (ii) modifies, adapts, extends or is derived from the Platform or Bigmate's Background IP; or
 - (iii) is capable of general application to the Platform or Bigmate's products or services,

vest in Bigmate immediately on creation.

- (b) To the extent the Partner or any person acting on its behalf acquires any Intellectual Property Rights in material described in clause 7.3(a), the Partner assigns those rights to Bigmate immediately on creation, including all present and future Intellectual Property Rights.
- (c) The Partner must obtain from its personnel and contractors all assignments and consents reasonably necessary to give effect to clause 7.3(b), including written consents to acts that might otherwise infringe moral rights.
- (d) Clause 7.3 does not transfer ownership to Bigmate of:
 - (i) the Partner's Background IP;
 - (ii) Customer Data; or
 - (iii) material created independently by the Partner that does not incorporate, disclose, modify or derive from Bigmate's Background IP.

7.4 Customer Data.

- (a) As between the Parties, the Partner or the relevant Customer retains ownership of data, content and materials submitted to the Platform by or on behalf of the Partner or a Customer, excluding Platform Outputs and Bigmate's Background IP embedded in or used to generate those outputs ("Customer Data").
- (b) The Partner grants Bigmate a non-exclusive, worldwide, royalty-free licence during the Term to host, copy, store, transmit, access, process, analyse, modify and otherwise use Customer Data to:
 - (i) provide, secure, maintain and support the Platform;
 - (ii) prevent or investigate fraud, misuse, security incidents and technical problems;
 - (iii) comply with applicable law; and
 - (iv) exercise Bigmate's rights and perform its obligations under this Agreement.
- (c) The Partner warrants that it has obtained all rights, permissions and consents necessary to provide Customer Data to Bigmate and grant the licence in clause 7.4(b).

7.5 De-identified and Aggregated Data.

- (a) Bigmate may create and use data derived from Customer Data and use of the Platform where that data has been aggregated or de-identified so that it does not reasonably identify the Partner, a Customer or an individual.
- (b) Bigmate may use data described in clause 7.5(a) to:
 - (i) operate, secure, analyse, test and improve the Platform and AI/ML Applications;
 - (ii) develop new products, services, models and functionality;
 - (iii) produce industry insights, statistics and benchmarks; and
 - (iv) conduct research and business analysis.

- (c) Bigmate must not attempt to re-identify an individual from de-identified data, except where reasonably necessary to test the effectiveness of its de-identification controls or as required by law.

7.6 Platform Outputs.

- (a) "Platform Outputs" means inspection outputs, AI/ML model outputs, analytics, reports and other data generated by the Platform in connection with the Partner's or a Customer's use.
- (b) Subject to payment of applicable Fees and compliance with this Agreement, Bigmate grants the Partner a non-exclusive, non-transferable licence during the applicable subscription or order period to use Platform Outputs for the Partner's internal business purposes and to provide agreed services to Customers.
- (c) The Partner must not, and must ensure that Authorised Users and Customers do not, use Platform Outputs, the Platform or related technical information to:
 - (i) train, develop, test or improve a competing artificial intelligence or machine learning model, application or service;
 - (ii) reproduce or substitute any material part of the Platform;
 - (iii) conduct or publish comparative testing or benchmarking without Bigmate's prior written consent; or
 - (iv) identify or attempt to identify any underlying model parameters, source code, algorithms, training data or confidential methods.
- (d) Ownership of Customer Data is not transferred to Bigmate merely because that data is included in, or used to generate, a Platform Output.

7.7 Feedback.

If the Partner, an Authorised User or a Customer provides suggestions, comments, ideas, corrections or other feedback about the Platform, the Partner grants Bigmate a perpetual, irrevocable, worldwide, transferable, sublicensable and royalty-free licence to use, reproduce, modify,

commercialise and otherwise exploit that feedback without restriction or compensation.

7.8 Third-Party Materials.

- (a) The Platform may contain or interoperate with third-party software, data, services or other materials.
- (b) Third-party materials remain subject to the applicable third-party terms and Intellectual Property Rights.
- (c) Bigmate does not assign ownership of third-party materials and grants rights in those materials only to the extent Bigmate is authorised to do so.

7.9 Restrictions.

The Partner must not, and must ensure that its Authorised Users and Customers do not:

- (a) copy, modify, adapt, translate or create derivative works from the Platform except as expressly authorised in writing by Bigmate;
- (b) reverse engineer, decompile, disassemble or attempt to derive the source code, underlying structure, algorithms or models of the Platform;
- (c) remove or alter any proprietary notice, attribution or technological protection measure;
- (d) access or use the Platform to build or support a competing product or service;
- (e) circumvent any usage limit, access control or security measure; or
- (f) permit any third party to do any of those acts.

7.10 Partner Materials and Intellectual Property Warranty.

- (a) The Partner warrants that the Partner's Background IP, Partner Hardware, Customer Data, branding and other materials supplied or made available in connection with this Agreement do not infringe the Intellectual Property Rights or other rights of any third party.

- (b) The Partner indemnifies Bigmate and its officers, employees and contractors against third-party claims, losses, damages and reasonable legal costs arising from a breach of clause 7.10(a), except to the extent caused by Bigmate's unauthorised modification or use of the relevant material.

7.11 Bigmate Intellectual Property Infringement Claims.

- (a) Subject to clauses 7.11(b) to 7.11(e), Bigmate will defend the Partner against a third-party claim that the Partner's authorised use of the Platform in Australia infringes that third party's Australian Intellectual Property Rights and will pay damages finally awarded by a court or agreed by Bigmate in settlement.
- (b) Bigmate's obligation under clause 7.11(a) applies only if the Partner:
 - (i) promptly notifies Bigmate in writing of the claim;
 - (ii) gives Bigmate sole control of the defence and settlement, provided Bigmate must not agree to a settlement that requires an admission of liability or payment by the Partner without the Partner's prior written consent; and
 - (iii) provides reasonable assistance at Bigmate's cost.
- (c) Bigmate has no obligation under clause 7.11(a) to the extent the claim arises from:
 - (i) Customer Data, Partner Hardware, Partner Background IP or other material not supplied by Bigmate;
 - (ii) modification of the Platform other than by Bigmate;
 - (iii) use of the Platform contrary to this Agreement, the documentation or Bigmate's written directions;
 - (iv) combination of the Platform with products, systems or materials not supplied or approved by Bigmate, where the claim would not otherwise have arisen; or
 - (v) continued use after Bigmate has provided a non-infringing replacement, modification or reasonable direction to cease use.

- (d) If the Platform is, or in Bigmate's reasonable opinion is likely to become, subject to a claim under clause 7.11(a), Bigmate may:
 - (i) obtain the right for the Partner to continue using the affected part of the Platform;
 - (ii) modify or replace the affected part so that it is non-infringing without materially reducing its core functionality; or
 - (iii) terminate the affected Portal Order Confirmation and refund any prepaid Fees for the unused portion of the affected service period.
- (e) Clause 7.11 states Bigmate's entire liability, and the Partner's exclusive remedy, for a third-party Intellectual Property Rights infringement claim relating to the Platform, subject to any liability that cannot lawfully be excluded or limited.

7.12 Survival.

Clauses 7.1, 7.3, 7.5, 7.6(c), 7.7, 7.8, 7.9, 7.10, 7.11 and this clause 7.12 survive termination or expiry of this Agreement.

8. BRANDING AND MARKETING

- 8.1 Bigmate grants the Partner a limited, non-exclusive, non-transferable, revocable licence to use Bigmate's trade marks, logos, and brand materials ("Bigmate Marks") solely for the purpose of marketing and promoting the Platform in accordance with Bigmate's brand guidelines as published on the Portal or Bigmate's website from time to time.
- 8.2 The Partner must not use Bigmate Marks in any way that:
 - (a) suggests the Partner is Bigmate or an affiliate of Bigmate;
 - (b) is likely to mislead or deceive customers or the public; or
 - (c) is inconsistent with Bigmate's brand guidelines.
- 8.3 The Partner must promptly cease use of Bigmate Marks on termination or expiry of this Agreement.

- 8.4 The Partner must obtain Bigmate's prior written approval before issuing any press release, case study, or public statement that references Bigmate or the Platform.

9. CONFIDENTIALITY

- 9.1 Each Party must keep the other Party's Confidential Information strictly confidential and must not disclose it to any third party without the disclosing Party's prior written consent, except:
- (a) to its employees, contractors, and advisers who need to know the information for the purposes of this Agreement and who are bound by equivalent confidentiality obligations; or
 - (b) as required by law, a court order, or a regulatory authority, provided the receiving Party gives the disclosing Party prompt written notice (to the extent permitted by law) and cooperates with any application to limit the disclosure.
- 9.2 Each Party must use the other Party's Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.
- 9.3 The obligations in this clause 9 survive termination or expiry of this Agreement for a period of 5 years.

10. PRIVACY AND DATA

- 10.1 Each Party must comply with all privacy and data protection laws applicable to its activities under this Agreement, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles where applicable. If a Party processes personal data subject to the laws of another jurisdiction, that Party must also comply with those laws to the extent they apply to that processing.
- 10.2 The Partner is responsible for obtaining all necessary consents from Customers and Authorised Users for the collection, use, and disclosure of personal information in connection with the Platform, and for ensuring that

its use of the Platform complies with applicable privacy laws in its jurisdiction.

10.3 Bigmate will handle personal information in accordance with its Privacy Policy, available at <https://bigmate.com.au>.

10.4 Where Bigmate processes personal data on behalf of the Partner as a data processor (as defined under applicable data protection law), the Parties agree to enter into a data processing agreement on terms consistent with applicable law if required by the Partner's jurisdiction.

10.5 In the event of a data breach involving personal information processed under this Agreement, the Party that becomes aware of the breach must notify the other Party as soon as practicable and cooperate in responding to the breach in accordance with applicable notification obligations under relevant data protection laws.

11. GLOBAL COMPLIANCE

11.1 The Partner is solely responsible for ensuring that its activities under this Agreement comply with all applicable laws, regulations, and industry standards in each jurisdiction in which it operates, including:

- (a) export control laws and sanctions regimes (including those administered by the Australian Department of Foreign Affairs and Trade, the US Bureau of Industry and Security, and the UN Security Council);
- (b) anti-bribery and anti-corruption laws (including the Criminal Code Act 1995 (Cth) and applicable local equivalents);
- (c) consumer protection and product liability laws applicable to the Partner's sale or deployment of the Platform and Bigmate Hardware to Customers; and
- (d) any industry-specific safety, certification, or regulatory requirements applicable to the use of AI/ML applications or computer vision technology in the Partner's jurisdiction or industry.

11.2 The Partner must not export, re-export, or transfer the Platform or Bigmate Hardware to any country, entity, or individual in violation of applicable export control laws or sanctions.

11.3 Bigmate makes no representation that the Platform or Bigmate Hardware is approved, certified, or compliant for use in any particular jurisdiction or industry outside Australia. The Partner is responsible for obtaining any local approvals, certifications, or licences required for its use of the Platform and Bigmate Hardware.

12. WARRANTIES

12.1 Bigmate warrants that:

- (a) it has the right to grant the licences set out in this Agreement;
- (b) the Platform will perform materially in accordance with Bigmate's published documentation under normal use; and
- (c) it will deliver any Bigmate Hardware in accordance with the Hardware Specifications applicable at the time of order.

12.2 Partner warrants that:

- (a) it has full authority to enter into this Agreement;
- (b) it will comply with all applicable laws in connection with its activities under this Agreement; and
- (c) it will not make any representation or warranty to Customers about the Platform beyond those expressly authorised by Bigmate in writing.

12.3 To the maximum extent permitted by applicable law, Bigmate excludes all implied warranties, conditions, and representations in relation to the Platform, other than those that cannot be excluded under applicable consumer protection legislation. For the avoidance of doubt, Bigmate's warranty obligations in respect of Bigmate Hardware are limited to facilitating the OEM Warranty as set out in clause 5.1(c) and (e).

13. LIMITATION OF LIABILITY

- 13.1 To the maximum extent permitted by applicable law, neither Party is liable to the other for any indirect, consequential, special, incidental, or punitive loss or damage, including loss of profits, loss of revenue, loss of data, or loss of business opportunity, arising out of or in connection with this Agreement, even if advised of the possibility of such loss.
- 13.2 Bigmate's total aggregate liability to the Partner under or in connection with this Agreement (whether in contract, tort, statute, or otherwise) is limited to the total Fees paid by the Partner to Bigmate in the 12 months immediately preceding the event giving rise to the claim.
- 13.3 Nothing in this Agreement limits either Party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability that cannot be excluded or limited under applicable consumer protection legislation in the relevant jurisdiction.
- 13.4 The Partner acknowledges that the Platform is used in industrial and safety-critical environments. The Partner is solely responsible for assessing the suitability of the Platform for any safety-critical application and for implementing appropriate independent safety measures. Bigmate is not liable for any loss, damage, injury, or death arising from the Partner's or any Customer's reliance on Platform Outputs in a safety-critical context without independent verification.

14. INDEMNITY

- 14.1 The Partner indemnifies Bigmate and its officers, employees, and contractors against all claims, losses, damages, costs (including legal costs on a solicitor-client basis), and expenses arising from or in connection with:
- (a) any breach of this Agreement by the Partner;
 - (b) the Partner's deployment of the Platform to Customers, including any claim by a Customer;
 - (c) the use of non-compliant Partner Hardware;

- (d) the Partner's failure to comply with applicable laws in its jurisdiction;
or
- (e) any act or omission of the Partner or its Authorised Users that
causes loss or damage to Bigmate or a third party.

15. TERM AND TERMINATION

15.1 This Agreement commences on the Commencement Date and continues until terminated in accordance with this clause 15.

15.2 Either Party may terminate this Agreement immediately by written notice if:

- (a) the other Party commits a material breach of this Agreement and fails to remedy that breach within 30 days of receiving written notice specifying the breach; or
- (b) the other Party becomes insolvent, is placed into administration, receivership, or liquidation, or makes an arrangement with its creditors.

15.3 Bigmate may suspend or terminate the Partner's access to the Platform immediately by written notice if:

- (a) the Partner fails to pay any amount due under this Agreement within 14 days of the due date;
- (b) the Partner engages in conduct that, in Bigmate's reasonable opinion, is likely to damage Bigmate's reputation or Intellectual Property Rights; or
- (c) Bigmate is required to do so by applicable law or a regulatory authority.

15.4 Either Party may terminate this Agreement for convenience on not less than 90 days' written notice to the other Party.

15.5 On termination or expiry of this Agreement:

- (a) all licences granted under this Agreement immediately cease;
- (b) the Partner must promptly cease using the Platform and Bigmate Marks, and return or destroy all Bigmate Confidential Information;

- (c) the Partner must pay all outstanding Fees within 14 days; and
- (d) clauses 7, 9, 10, 11, 13, 14, 16, and 17 survive termination or expiry.

16. UPDATES TO THIS AGREEMENT

- 16.1 Bigmate may update this Agreement at any time by publishing the updated version on the Portal with a revised "Last Updated" date.
- 16.2 Bigmate will provide the Partner with not less than 30 days' prior written notice of any material update to this Agreement (which may be given via the Portal or by email to the Partner's registered email address).
- 16.3 The Partner's continued use of the Platform after the effective date of any update constitutes acceptance of the updated Agreement. If the Partner does not accept a material update, it may terminate this Agreement by written notice given before the effective date of the update, without penalty.
- 16.4 Bigmate will maintain an archive of prior versions of this Agreement accessible via the Portal.

17. GENERAL

- 17.1 Governing Law. This Agreement is governed by the laws of Queensland, Australia, without regard to its conflict of laws principles. Each Party submits to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia. The non-exclusive jurisdiction means that Partners located in other jurisdictions are not prevented from seeking relief in their local courts where required by applicable law.
- 17.2 United Nations Convention. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.
- 17.3 Entire Agreement. This Agreement (including all Portal Order Confirmations) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements.

- 17.4 Waiver. A failure or delay by a Party to exercise any right under this Agreement does not operate as a waiver of that right.
- 17.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, that provision is severed in that jurisdiction and the remaining provisions continue in full force.
- 17.6 Assignment. The Partner must not assign or novate this Agreement or any rights under it without Bigmate's prior written consent. Bigmate may assign this Agreement to a related body corporate or in connection with a sale of its business without the Partner's consent.
- 17.7 Force Majeure. Neither Party is liable for any delay or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, provided the affected Party gives prompt written notice and uses reasonable efforts to mitigate the impact.
- 17.8 Notices. Notices under this Agreement must be in writing and may be delivered by email to the Partner's registered email address on the Portal, or to Bigmate at mshield@bigmate.com.au. Notices are deemed received on the next business day after sending (Brisbane, Queensland time), provided no delivery failure notification is received.
- 17.9 Language. This Agreement is in English. If it is translated into any other language, the English version prevails in the event of any inconsistency.
- 17.10 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties.

SCHEDULE 1: PRICING AND FEES

All pricing for Platform access, hardware, and related services is published on the Portal and confirmed in each Portal Order Confirmation at the time of order. Pricing is subject to change in accordance with clause 6.5 of this Agreement.

The Partner acknowledges that by placing an order via the Portal, it accepts the Fees displayed at the time of that order as set out in the applicable Portal Order Confirmation.

For current pricing, please log in to the Portal at <https://bigmate.com.au>.

SCHEDULE 2: PORTAL ORDER CONFIRMATION TEMPLATE

Each Portal Order Confirmation will include the following information:

Field	Details
Order Reference	Auto-generated by Portal
Partner Name	As per Portal registration
Order Date	Date of Portal acceptance
Deployment Model	SaaS / Integrated / Both
Hardware Configuration	Bigmate Hardware / Partner Hardware / Both
Platform Modules	As selected on Portal
Territory	Global / [Specified Region]
Fees	As per Portal pricing at time of order
Payment Due Date	14 days from invoice date
Special Conditions	As specified on Portal at time of order

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