

LICENSE AGREEMENT

This License Agreement (the 'Agreement') is entered into as of the date of acceptance (the '**Effective Date**')

BY AND BETWEEN:

Movendo Pty Ltd, having its offices at 32/8 Wells Street, Southbank VIC 3006

hereinafter '**Movendo**' or '**we**';

AND

The individual end user participating in the disability access project (**Project**) (as an individual)

hereinafter '**Licensee**'.

Article I. Scope of License

Movendo provides the Licensee with a license ('**License**') to use the activity detection SDK software application for the disability access and campus access study ('**Project**'). The License is subject to Article III below.

The License will include the use of the following components:

1. **App with Activity Detection SDK:** we will provide Android and iOS apps with the activity detection SDK, which will collect data provided by the following mobile device sensors:
 - a. Accelerometer for speed and acceleration
 - b. Gyroscope for orientation
 - c. GPS for location

The License is granted for a duration of the Project starting on the date of acceptance ('**Commencement Date**').

Article II. Implementation

Not used.

Article III. Activity Detection SDK Standard License Terms & Conditions

All capitalized terms used herein shall have the meaning set forth in the License Agreement or Purchase Order (“LA”) in which these terms and conditions are incorporated.

1. License

Subject to all terms hereof, movendo hereby grants Licensee (i) a non-exclusive, non-transferable, revocable license to use the Activity Detection SDK in object code solely for the purposes of integrating the SDK into the Android and iOS mobile application (“Mobile Application”) developed by movendo to be used by End Users, and (ii) a non-exclusive, non-transferable, revocable right to access through a web interface the software-as-a-services platform (“Platform”) that makes available information on End User routine behaviour based on device data provided through the SDK integrated in the Mobile Application installed on mobile devices of the End Users (such information and device data hereinafter jointly the “Data”). “End User” shall mean any person to which Licensee distributes its Mobile Application. A reference to the “SDK” includes a reference to any part thereof and to any relating documentation.

2. Restrictions

Licensee shall not modify, adapt, merge or create derivative works of the SDK nor electronically transfer into another computer language, translate, reverse engineer or reengineer the SDK. Licensee will not (i) disclose its Platform credentials (“Credentials”) to any third party; (ii) disclose the SDK to any third party other than End Users as an integrated part of the Mobile Application; (iii) attempt to access any systems, programs or data of movendo to which no access is granted hereunder or that are not required for Licensee’s activities in connection with this agreement; or (iv) use any device or software to interfere or attempt to interfere with the proper operation of the Platform. Licensee will notify movendo immediately if it learns of any unauthorized use of its Credentials or unauthorised acquisition of Data. Licensee will not, and will ensure that its End Users shall not decompile, disassemble, analyse or examine the SDK or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the SDK, e.g. for the purpose of reverse engineering, re-engineering or rebuilding an SDK with the same or similar functionalities.

3. Intellectual Property Rights

The SDK and Platform are protected by applicable Australian and foreign laws and treaties, including copyright laws and treaty provisions. Movendo and its third party licensors retain all title to, and, except as expressly and unambiguously licensed herein, all rights and interest in the SDK and the Platform and all copies, versions, enhancements and derivative works thereof (other than the Licensee part of the Mobile Application) and all related documentation and materials, and any and all intellectual property throughout the world in the foregoing. Except for the limited license granted herein, nothing herein shall be construed as movendo granting to Licensee or an End User any right, title or interest in or to the SDK or the Platform or any patent, trade secret or other intellectual property rights.

The Data shall be owned by Licensee. Movendo has the worldwide, non-exclusive, irrevocable, perpetual, royalty-free and fully paid-up right to use these Data in aggregated and anonymised form. Movendo may utilise all comments, suggestions and reports, whether written or oral, furnished by Licensee to movendo in connection with its access to and use of the Platform and the SDK ("Feedback"). Licensee hereby grants to movendo a worldwide, non-exclusive, irrevocable, perpetual, royalty-free and fully paid-up right and license to incorporate the Feedback into movendo products and services.

4. Warranties

Other than as expressly set forth herein, movendo does not make any express or implied warranties, conditions, or representations to Licensee or the End User with respect to the SDK or the Platform or otherwise regarding this agreement, whether oral or written, express or implied. Without limiting the foregoing, any implied warranty or condition of merchantability, the implied warranty against infringement, and the implied warranty or condition of fitness for a particular purpose, quality, accuracy or availability are expressly excluded and disclaimed. Movendo does not warrant that the use of the SDK or the Platform shall be uninterrupted or error-free or that there will be no loss of transmitted information.

5. Liability and indemnity

To the maximum extent permitted by law, movendo will not be liable for (i) any lost data or other indirect or consequential damages of any character, including, without limitation, damages for loss of profits, loss of goodwill, work stoppage, device failure or malfunction, or any and all other commercial damages or losses, (ii) the cost of procuring substitute products, services or technology, (iii) any use or loss of Data by Licensee or by any third party who has obtained such Data (directly or indirectly) from Licensee, or (iv) any amounts in excess of the License Fees paid to movendo under this agreement during the three (3) months preceding the date the cause of action arose. Licensee assumes total responsibility and risk for its use of the SDK and the Data and distribution of the Mobile Application.

Licensee shall indemnify movendo from and against all claims, suits, proceedings, awards, judgments, penalties, fines, damages, losses, liabilities, costs and expenses resulting from any and all third party (including End Users and public authorities) claims against movendo relating to any breach of this agreement by Licensee or the End Users or any use of the Data (or loss of Data) by Licensee or by any third party who has obtained such Data (directly or indirectly) from Licensee. As used in this section, "movendo" includes its employees, directors, officers, agents, representatives, subcontractors, service providers and suppliers. Claims for damages must be made by Licensee within six months of the incident to which they relate or be forever barred.

6. Termination

This agreement and the rights granted to Licensee shall terminate on receipt of termination notice if Licensee fails to comply with any of the terms and conditions of this agreement (including non-payment within the time period specified in Section 4).

Either party may terminate this agreement upon written notice in the event that the other party files a petition in bankruptcy or proceedings in bankruptcy are instituted against it, or any court assumes jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or reorganization act, or a receiver is appointed of that party's assets or that party makes an assignment for the benefit of its creditors.

Upon termination, all licenses granted herein shall terminate, movendo may erase all Data, and Licensee shall immediately destroy all copies of the SDK (including any documentation relating thereto) in its possession. Such termination shall be without prejudice to any other rights or remedies of movendo under this agreement or applicable law. Termination shall not relieve Licensee of its obligations which by their nature are intended to survive termination.



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Movendo reserves the right to change, modify and discontinue the SDK or any part of the Platform at any time.

7. Importation and Exportation

Licensee acknowledges and agrees that it shall not import, export, or re-export the SDK (including as part of the Mobile Application) to any country in violation of the laws and regulations of any applicable jurisdiction. Licensee shall defend, indemnify, and hold movendo harmless from any losses, costs, claims, or other liabilities arising out of Licensee's breach of this Section.

8. Miscellaneous

In the event that any provision hereof shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. This agreement is governed by and construed under the laws of Australia, without regard to its conflicts of law principles. Movendo has the right to disclose any Licensee and End User information and the Data to law enforcement authorities, government officials or a third party, as movendo believes is reasonably necessary to enforce or verify compliance with this agreement or comply with the law.

Movendo may refer to Licensee as one of its clients. These Terms and Conditions may not be modified or amended except by a writing signed by the parties. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement. Neither this agreement nor any of Licensee's rights or obligations hereunder can be assigned by Licensee without the previous written consent of movendo.

Article IV. Data Protection

Movendo acts as a data processor for the Licensee in respect of personal data collected and processed under this Agreement.

Any data obtained by movendo and used directly or indirectly in the performance of this Agreement shall remain at all times the property of the Licensee and shall only be used by movendo for providing services specified in the Project and not for any other purpose except as provided under the other agreements in place with movendo or when written consent of the Licensee is otherwise obtained.

In respect of personal data, movendo shall:

- (a) implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the applicable law and ensure the protection of the rights of the data subject under such law;
- (b) processes the personal data only on documented instructions from the Licensee, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which movendo is subject (in such a case, movendo shall inform the Licensee of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);

- (c) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) take all measures required in respect of the security of processing as set out in Article 32 of the General Data Protection Regulation (“**GDPR**” - EU 2016/679);
- (e) maintain a record of all categories of processing activities carried out on behalf of the Licensee,
- (f) inform the Licensee without undue delay after becoming aware of any data security breach;
- (g) taking into account the nature of the processing, assist the Licensee by appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the Licensee's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (h) assist the Licensee in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to movendo;
- (i) at the choice of the Licensee, delete or return all the personal data to the Licensee after the end of the Agreement, and delete existing copies (unless applicable law requires continued storage of the personal data); and
- (j) make available to the Licensee all information necessary to demonstrate compliance with the obligations laid down in Article 29 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Licensee or another auditor mandated by the Licensee. Audits will be subject to advance written notice (at least 15 working days), be performed during movendo's working hours and will not unreasonably interfere with the normal business of movendo.

