CQMS Razer Pty Ltd ACN 010 402 990 ("CR") agrees to grant to the Customer a right to use and install the SaaS Product, and the Customer accepts this right, on the terms of these SaaS Terms and Conditions.

1. **CR Standard Terms**:
   a. The parties agree that certain provisions of the "CR Standard Terms" (available at https://crmining.com/terms-conditions/ which are specifically identified below, are incorporated into these SaaS Terms and Conditions. To the extent of any inconsistencies between the provisions of these SaaS Terms and Conditions and the CR Standard Terms, the provisions of these SaaS Terms and Conditions prevails.

2. **Purchase Order**
   a. The Customer will make firm offers for CR to provide the Customer access to the SaaS Products, by issuing a purchase order (executed by the Customer) via email, in the quantities stated in the purchase order and in the form set out in Schedule 1 ("**Purchase Order**"). CR may accept the Customer's offer by executing the Purchase Order and providing the executed Purchase Order to the Customer via email ("**Purchase Order Agreement**").
   b. The Purchase Order Agreement is a separate contract between CR and the Customer incorporating the terms of the Purchase Order and the terms of these SaaS Terms and Conditions, but excluding this clause 2 of the SaaS Terms and Conditions.

3. **Right to Use SaaS Product**:
   a. In consideration of payment by the Customer of the Mobilisation Fee and SaaS Fee and compliance with the terms of these SaaS Terms and Conditions, CR grants to the Customer the right during the SaaS Term to install, run and use the SaaS Product in the normal course of the Customer's business, including to process customer data provided by the Customer ("**SaaS Data**"). The Customer understands and agrees that the rights granted under this clause does not constitute a sale of any rights in the SaaS Product, confidential information, trade secrets or improvements or enhancements thereof.
   b. CR will provide the Customer access to the SaaS Product by way of providing the Customer with:
      i. initial on machine hardware, installation at the Delivery Location;
      ii. consumable sensor quantity allowance (for GET Trakka only); and
      iii. user credentials or other unique address to access the SaaS Product hosted by CR on a Hosted Environment of CR's choosing.
   c. All rights not expressly granted to the Customer by CR under a Purchase Order Agreement are reserved by CR. The Customer acknowledges that it shall have no right to receive any object code or source code relating to the SaaS Product.

4. **Third party service providers**:
   a. The Customer acknowledges that CR relies on third party service providers in order to deliver the Hosted Environment access to the SaaS Product.
   b. CR is not responsible for the performance of third party products. Title to such third-party products remain with the applicable licensor or owner. The Customer must ensure that it complies with the terms of any relevant third-party licence or service agreement.

5. **SaaS Term**:
   a. The SaaS Product is provided for an initial term commencing on the Commencement Date for the term specified in item 4 of the Purchase Order ("**Initial SaaS Term**").
   b. At the conclusion of the Initial SaaS Term, the SaaS Product shall automatically renew for subsequent periods of the term specified in item 4 of the Purchase Order (each a "**Subsequent SaaS Term**"). Either party may notify the other party in writing that it will not be renewing the SaaS Product for a Subsequent SaaS Term by providing the other party with at least ninety (90) days' notice which must be received by the other party prior to the expiration of the then current Initial SaaS Term or any Subsequent SaaS Term (as the case may be). If notice is provided by either party in accordance with this clause 5.b, the Purchase Order Agreement will expire at the end of the then current SaaS Term.

6. **Mobilisation Fee**:
   a. CR will invoice the Customer for the Mobilisation Fee upon execution of the Purchase Order Agreement. Upon payment by the Customer of the Mobilisation Fee, CR will install hardware system components related to the SaaS Product ("**SaaS Equipment**") onto a customer mining machine (where applicable, and at a date reasonably agreed by CR) and provide access to the SaaS Product in accordance with clause 3 .

7. **SaaS Fee**:

a. The Customer acknowledges that the SaaS Fee becomes fully due and owing on the Commencement Date. CR will invoice the Customer for the SaaS Fee in equal monthly instalments at the beginning of each month (each instalment shall be referred to as a "**SaaS Instalment Payment**").

b. The Customer must pay each invoice within 30 days of the date of the invoice.

c. CR reserves the right to review the SaaS Fee for any Subsequent SaaS Term. CR will advise the Customer of the revised SaaS Fee for each Subsequent SaaS Term by providing written notice to the Customer not less than 30 days prior to the date of the expiry of the Initial SaaS Term or the then current Subsequent SaaS Term (as the case may be). If the Customer notifies CR within 7 days that it does not accept the revised SaaS Fee, then notwithstanding clause 5.b the Purchase Order Agreement will expire at the end of the then current SaaS Term.

d. In the event that CR releases a major upgrade that is a new generational version of the SaaS Equipment (specifically considered as the Platform Software Generation, User Interface and the Data Acquisition Module) ("**Upgraded SaaS**"), the Customer shall be entitled to an upgrade on the following terms:

  i. in consideration for a payment of 3 times the monthly SaaS Instalment Payment, plus installation labour reasonably accrued by CR in connection with the installation of the Upgraded SaaS provided that a) the Customer's existing SaaS Equipment was installed more than two years ago at the time of release of the Upgraded SaaS, and b) the remaining term of the the current SaaS Term at the time of release of the Upgraded SaaS is two years or greater; or

  ii. at the commencement of a Subsequent SaaS Term of 3 years or greater, provided a) the Customer's existing SaaS Equipment was installed more than two years ago at the time of release of the Upgraded SaaS and b) is a Previous Generation.

e. Without limiting CR's other rights and obligations under these SaaS Terms and Conditions, if the Customer fails to pay a SaaS Instalment Payment in accordance with the payment terms set out in clause 7.b, CR may suspend the Customer's access to the SaaS Product until all amounts due are paid in full after giving the Customer written notice and opportunity to remedy the breach.

f. If the Customer wishes to terminate the Purchase Order Agreement during the Initial SaaS Term it may do so with 90 days prior written notice to CR, provided it has paid a minimum of 12 SaaS Instalment Payments from the Commencement Date, or in the case of an Upgraded SaaS, 12 SaaS Instalment Payments during a Subsequent SaaS Term contract.

g. All amounts payable to CR under a Purchase Order Agreement are exclusive of, and the Customer must pay and indemnify CR against, all sale/use, gross receipts, value-added, GST, personal property, duty or other taxes (including interest and penalties imposed thereon) on the transaction contemplated in this Agreement, other than taxes based on the net income or profits of CR.

h. The Customer must not withhold, deduct or offset any amounts due under a Purchase Order Agreement.

8. **SaaS Availability**:

a. CR will provide access to the SaaS Product to the Customer utilising all reasonable skill and care and whilst CR will use commercially reasonable endeavours to enable continuous access to the SaaS Product, the very nature of a SaaS Product delivered via a Hosted Environment are that access is subject to network connectivity and cannot be contractually guaranteed and as such the SaaS Product is provided on an "as-is where-is" basis without any guaranteed service levels (for example around availability, transaction response time).

b. Except for guarantees that cannot be excluded by law, CR expressly disclaims all guarantees and warranties, whether express, implied or otherwise, including without limitation, guarantees of merchantability, quality and fitness for a particular purpose in respect of the SaaS Product. CR does not guarantee or warrant that the SaaS Product will be continuously available, uninterrupted or error free, meet the Customer's requirements, or operate with the combination of hardware and software the Customer intends to use, including other software products or other services provided by CR. CR will use commercially reasonable endeavours and safeguards to protect any confidential or private information uploaded onto the platform, however shall not be liable for any loss suffered as a result of any data loss, corruption or transmission other than where caused by the fraudulent acts of CR.

9. **Limitations of liability**:

a. To the maximum extent permitted by law and despite any other provision of a Purchase Order Agreement, CR's liability for Losses incurred by the Customer arising out of or in connection with a Purchase Order Agreement (whether in contract, in tort (including negligence), under statute or otherwise) is limited, in aggregate, to the total of the SaaS Fees paid by the Customer to CR under

the Purchase Order Agreement in the 12 month period immediately preceding the event giving rise to the Loss.

  b. To the fullest extent permitted by law and despite any other provision of a Purchase Order Agreement, CR is not liable to the Customer, whether in contract, tort (including negligence), statute or otherwise, in connection with a Purchase Order Agreement (including under an indemnity) for any Consequential Loss.

10. **Termination**:
  a. Either party may terminate a Purchase Order Agreement immediately by giving notice in writing to the other party if:
    i. the other party commits a material breach of the Purchase Order Agreement, and the breach is incapable of remedy;
    ii. the other party commits a material breach of the Purchase Order Agreement that is capable of remedy and does not rectify that breach within 30 days of the first party issuing a notice of the breach; or
    iii. subject to clauses 415D, 434J and 451E of the *Corporations Act 2001* (Cth), a party is Insolvent or if an Insolvency Event occurs in respect of the other party (as applicable).
  b. Upon termination or expiry of a Purchase Order Agreement:
    i. unless otherwise agreed in a separate agreement for transition services between the parties, the rights granted to the Customer under the Purchase Order Agreement will automatically terminate and CR will disable access to the SaaS Product for the Customer and remove the SaaS Equipment. All SaaS Equipment (except spare parts procured by the Customer during the SaaS Term) remains the property of CR and the Customer will provide reasonable and clear passage for its removal and return to CR;
    ii. unless agreed otherwise in writing, each other Purchase Order Agreement between CR and the Customer (if any) will automatically terminate; and
    iii. the Customer must immediately pay CR all amounts due under the Purchase Order Agreement / all Purchase Order Agreements.
  c. Termination of a Purchase Order Agreement for any reason does not extinguish or otherwise affect any rights or remedies of either party which arose prior to the time of termination, or the provisions of the Purchase Order Agreement which by their nature survive termination.

11. **Customer Use**:
  a. The Customer must comply with the Acceptable Use and Fair Use Policy in its use of the SaaS Product, or any update to that policy communicated by CR to the Customer from time to time, and must notify CR promptly about any actual or possible misuse of its account or authentication credentials used to access the SaaS Product. The Customer must only access the SaaS Product for its internal business use and must not provide access or process the data of any unrelated third party without obtaining the express consent of CR.

12. **Outage Periods and maintenance**:
  a. Outage periods for the SaaS Product may be notified by CR from time to time for any purposes, including:
    i. maintenance requirements on a facility, networks or systems;
    ii. de-installation of infrastructure;
    iii. infrastructure, firmware or software currency upgrades;
    iv. scheduled downtime for maintenance services for the SaaS Product or Hosted Environment;
    v. unscheduled interruptions to the availability of the SaaS Product and/or Hosted Environment due to factors beyond the control of CR including any actions of the Customer, CR's cloud services provider or other third parties, including any telecommunications provider; and/or
    vi. unavailability of any third-party provider of the Hosted Environment.
  b. The Customer will communicate any difficulties encountered with access to the SaaS Product to CR as soon as is reasonably practicable following detection. CR may temporarily suspend access to the SaaS Product on either a scheduled or unscheduled basis including for the purposes of carrying out the maintenance services on the SaaS Product, carrying out modifications or updates including the uploading of patches, updates and upgrades, to preserve data and integrity; in the event of a security breach; or in the event of any technical malfunctions. CR will use reasonable endeavours to give the Customer at least 14 days' notice of any scheduled outage periods and provide details of the expected length of any planned outage period. The Customer acknowledges 14 days' notice may not always be provided, including in circumstances where the outage period is notified by any third party

hosting service being utilised by CR to provide the SaaS Product or where there is any unexpected or unplanned outage.

13. **Intellectual Property Rights and Data**:
   a. The parties agree that:
      i. other than as provided in clause 3.a, nothing in a Purchase Order Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party; and
      ii. in using the SaaS Product the Customer does not obtain any ownership or interest in the SaaS Product and the Customer acknowledges that CR holds all rights, title and interest (including all Intellectual Property Rights) in the SaaS Product, including in any upgrade, enhancement or modification of the Product.
   b. The Customer grants to CR a non-exclusive, non-transferable right to access and use the SaaS Data processed through the SaaS Product as reasonably required to provide the SaaS Product to the Customer and its Authorised Users.

14. **SaaS Data:**
   The Customer owns all data, including any business or personal data owned by the Customer, which is stored or processed through the SaaS Product ("**SaaS Data**") and which is subject to the following provisions:
   a. The Customer is solely responsible for the accuracy, integrity, quality, legality, reliability, appropriateness of and copyright permissions of any SaaS Data and for adopting procedures to identify and correct errors and omissions in the SaaS Data. CR has no obligation to review the SaaS Data for accuracy. The Customer warrants to CR that the SaaS Data has been collected, processed and entered into the SaaS Product in accordance with applicable laws on the protection of data subjects with regard to the collection and processing of personal data and on the free movement of such data.
   b. CR will handle the SaaS Data only in accordance with its Privacy Policy. The Customer is responsible for verifying that all Authorised Users accessing any SaaS Data are eligible to gain access to that SaaS Data. Except as stated herein, CR has no responsibility for unauthorised access to the SaaS Product that may occur within the Customer site. Each party will promptly notify the other if that party has actual knowledge of misuse or loss of, interference with or unauthorised access to or disclosure of the SaaS Data or passwords ("**Data Incident**") and will use reasonable efforts to take prompt remedial measures to rectify such Data Incident. The Customer is responsible for responding to all access requests, inquiries, or requests to correct SaaS Data from Authorised Users or any other party. The Customer shall obtain all permissions and consents necessary to provide any SaaS Data to CR in connection with using the SaaS Product.
   c. CR reserves the right, at any time and without notice to the Customer, to review, monitor, flag, filter, modify, refuse or remove any or all SaaS Data from the SaaS Product which violates the terms of these provisions, but CR has no obligation to do so. The Customer agrees to immediately remove or modify any SaaS Data that violates these SaaS Terms and Conditions or any applicable laws, rules, or regulations, including pursuant to a removal or modification request from CR; if the Customer does not do so, CR may take down, delete or modify such SaaS Data. CR assumes no liability or responsibility arising from the Customer's or any Authorised User's activities in connection with the SaaS Product, including, without limitation, any arising from SaaS Data that the Customer or any Authorised User stores or otherwise uses in connection with the SaaS Product.
   d. Without limiting the Customer's ownership rights in the SaaS Data, the Customer acknowledges and agrees that CR shall have the right to utilize data capture, syndication and analysis tools and other similar tools to extract, compile, synthesize and analyse any non-personally and non-Customer identifiable data or information resulting from the Customer's use of the SaaS Product ("**Statistical Data**"). Statistical Data may be collected by CR for any lawful business purpose without a duty of accounting to the Customer, provided that the Statistical Data is used only in an aggregated form without specifically identifying the source of the Statistical Data.
   e. CR shall have no obligation to maintain or provide any SaaS Data beyond conclusion of any Initial SaaS Term or any Subsequent SaaS Term and shall, unless legally prohibited, delete all SaaS Data in its possession or under its control. Notwithstanding the foregoing, CR may retain SaaS Data in backup media for an additional period of up to twelve (12) months, or longer if required by law.

15. **SaaS Exclusions:**
   a. The SaaS Product does not constitute an 'all costed, full service' model. The Customer remains liable to provide Level 1 First Response, preventative maintenance, and procurement of parts that are not covered under CR's warranty policy. The Customer must maintain effectively trained and competent persons to maintain, use and operate the SaaS Product. It is also liable for any key performance

indicators that may be included in the SaaS Product schedule, including but not limited to, effective network connectivity for the complete and proper function of the SaaS Product.

16. SaaS Warranty:
    a. Clauses 12(3), 12(4), 12(5) and 13 of the CR Standard Terms apply to these SaaS Terms and Conditions, subject to the changes set out in clause 16.b below.
    b. The warranty period in clause 12(3) of the CR Standard Terms for the SaaS Equipment is extended to the duration of the SaaS Term under a Purchase Order Agreement. The extended warranty period in this clause specifically excludes all other equipment, sensors, cables, brackets, modules that are not the SaaS Equipment that may be installed on a machine that are otherwise covered by the warranty set out in clause 12(3) of the CR Standard Terms.
    c. To the fullest extent permitted by law, except as expressly provided in these SaaS Terms and Conditions, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the product and the services supplied by CR are excluded.

17. Customer Warranty:
The Customer warrants that:
    a. it has full power and authority to enter into and perform its obligations under a Purchase Order Agreement; and
    b. any Purchase Order Agreement provide to CR that has been signed by the Customer is duly executed and delivered on behalf of the Customer and constitutes a legal, valid, binding obligation, enforceable against the Customer in accordance with its terms.

18. CR Acceptable Use and Fair Use Policy:
    a. The Customer agrees clause 2 of the Software Licence Terms, applies to and is incorporated into these SaaS Terms and Conditions with the necessary changes.
    b. The Customer is responsible for use of the SaaS Product to any individual or party that the Customer requests or provides access. The Customer's use of the SaaS Product is subject to the following acceptable use provisions. The Customer agrees that it will not:
        i. use, or encourage, promote, facilitate or instruct others to use, the SaaS Product or provide any SaaS Data that is illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:
            1. illegal, harmful or fraudulent activities - any activities that are illegal or that violate the rights of others, or that may be harmful to others, our operations or reputation;
            2. infringing content - content that infringes or misappropriates the intellectual property or proprietary rights of others;
            3. offensive content - content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; and/or
            4. harmful content - content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, trojan horses, worms, time bombs, or cancelbots.
        ii. use the SaaS Product to violate the security or integrity of any network, computer or communications system, software application, or network or computing device or make network connections to any third party users, hosts, or networks unless the Customer has permission to communicate with them.
        iii. distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. The Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. The Customer will not collect replies to messages sent from another internet service provider if those messages violate this provision or the acceptable use policy of that provider. CR reserves the right, but does not assume the obligation, to investigate any violation of this policy or misuse of the SaaS Product. CR may investigate violations, remove, disable access to, or modify any content or resource that violates this policy and/or report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. CR's reporting may include disclosing appropriate customer information. CR also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this provision. CR

reserves the right, at any time, to deactivate or suspend Customer's or any Authorised User's access if use of the SaaS Product is found or reasonably suspected, in CR's judgment, to violate the use restrictions set forth in the SLSA (including this Schedule).

19. **Force Majeure:**
    a. CR will not be liable for any delay or failure to perform its obligations under a Purchase Order Agreement if such delay or failure is due to a Force Majeure Event. CR will notify the Customer of the Force Majeure Event as soon as reasonably practicable and will take reasonable steps to mitigate the effects of the Force Majeure Event.
    b. If a delay or failure is caused or anticipated due to Force Majeure, CR's obligations under a Purchase Order Agreement will be suspended. If a delay or failure by CR to perform its obligations due to a Force Majeure Event exceeds 60 days, either party may terminate the Purchase Order Agreement on providing written notice to the other.

20. **Additional Terms**:
    a. CR Standard Terms: The following provisions in the CR Standard Terms apply to these SaaS Terms and Conditions with the necessary changes:
        i. Clauses 6 (Credit Arrangements), 18 (Patent And Copyright Infringement), 27 (Subcontracting), 28 (Dispute Resolution) and 30 (Privacy Policy) of the CR Standard Terms; and
        ii. Clauses 4 (Confidentiality), 6 (Alpha, Beta, Developer Evaluation, Free Trial And Evaluation License) and 7 (Special Conditions) and the definitions section of the Software Licence Terms.
    b. Delivery of hosted software: CR will provide access to the SaaS Product hosted by CR on a Hosted Environment of CR's choosing. The Customer's Authorised Users will be located at branches or customer sites with reasonable network access. The Customer will access the SaaS Product using the internal company network or over a secure internet connection of its choosing.
    c. Verification: The Customer authorises CR to access the SaaS Product and review any SaaS Data regularly and at any time for the purpose of conducting an inspection to determine and verify the Customer's compliance with these SaaS Terms and Conditions including but not limited to compliance with usage restrictions. CR will conduct any such inspection during normal business hours in a manner that does not unreasonably interfere with the Customer's access to the SaaS Product. In the event that such inspections identify the Customer's usage of SaaS Product does not comply with these SaaS Terms and Conditions, then the Customer must immediately pay to CR (at CR's then current list price) the additional SaaS Fee to reflect the Customer's actual use of the SaaS Product, together with CR's costs of the inspection (including the fees of any professional advisers instructed by CR to assist in the inspection).

21. **GST:**
    a. Unless otherwise expressly stated in these SaaS Terms and Conditions or set out in a Purchase Order, prices or other sums payable or consideration to be provided under or in accordance with a Purchase Order Agreement are exclusive of GST.
    b. If a party makes a taxable supply under or in connection with a Purchase Order Agreement, the other party must pay to the supplier at the same time, and in addition to the GST-exclusive consideration, an amount equal to the GST payable on that supply.
    c. The supplier must, as a precondition to the payment of GST under clause 11(b), give the other party a tax invoice.
    d. If an adjustment event arises in connection with a supply made under a Purchase Order Agreement, the supplier must give the other party an adjustment note.
    e. If a Purchase Order Agreement requires one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable.

22. **Notice:**
    a. Any notice or other communication including any request, demand, consent or approval ("**Notice**") under these SaaS Terms and Conditions must be in legible writing and in English addressed to the recipient's address specified in the Purchase Order (as varied by any Notice).A Notice given in accordance with clause 22.a takes effect when received (or at a later time specified in it), and is taken to be received:
        i. if hand delivered or left at the recipient's address, on delivery;

      ii. if sent by prepaid post, the third Business Day after the date of posting, or the seventh Business Day after the date of posting if posted to or from outside Australia; and

      iii. if sent by email, upon receipt by the recipient email server (even if received or categorised or filtered as unwanted email or spam) unless the sender receives an automated notice that delivery has failed,

but if the delivery or transmission under paragraph 22.a.i or 22.a.iii is outside Business Hours, the Notice is taken to be received at the commencement of Business Hours after that delivery, receipt or transmission.

23. General:

a. (Interpretation) Capitalised terms used but not defined in these SaaS Terms and Conditions have the meaning given to them in the Product Schedule.

b. (Governing law) These SaaS Terms and Conditions and any Purchase Order Agreement are governed by the law in force in Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that State.

c. (Severability) If the whole or any part of a provision of these SaaS Terms and Conditions are invalid or unenforceable it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of these SaaS Terms and Conditions are not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these SaaS Terms and Conditions.

d. (Waiver) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

e. (Variation) A variation of any term of these SaaS Terms and Conditions must be in writing and signed by the parties, save that CR may update clause 18 by notice to the Customer from time to time.

f. (Assignment) Neither party may, without the prior written consent of the other party, transfer or assign any of its rights or obligations under these SaaS Terms and Conditions.

g. (Entire Agreement) These SaaS Terms and Conditions and the terms of any Purchase Order Agreement supersede all previous agreements in respect of their subject matter and constitute the entire agreement between the parties in respect of the relevant Purchase Order.

h. (Counterparts) A Purchase Order Agreement may be executed in counterparts. All executed counterparts together constitute one document. A party may execute a Purchase Order Agreement by duly executing a counterpart and forwarding a copy of the signed counterpart to each other party.

i. (Costs and Expenses) Each party must bear its own legal costs and expenses in connection with the preparation and negotiation of a Purchase Order Agreement.

j. (Relationship of parties) Except where these SaaS Terms and Conditions expressly states otherwise, these SaaS Terms and Conditions do not create a relationship of employment, trust, agency or partnership between the parties.

24. Definitions –

a. "Acceptable Use and Fair Use Policy" means the provisions set out in clause 18 , and as updated by CR from time to time.

b. "Authorised User" means the named individual users whom are an identifiable individual, not necessarily named at the time of a Purchase Order Agreement, designated by Customer to access the SaaS Product, regardless of whether or not the individual is actively using the SaaS Product at any given time.

c. "Business Days" means a day other than a Saturday, Sunday or public holiday in Brisbane, Australia.

d. "Business Hours" means 9.00am and 5.00pm on a Business Day.

e. "Commencement Date" means the date specified in item 4 of the Purchase Order for installation works to begin for the Product.

f. "Consequential Loss" means:

      i. any Loss to the extent that it is for indirect, special, economic or consequential loss, where consequential loss means any Loss beyond the normal measure and beyond that which every plaintiff in a like situation would suffer; and

      ii. any loss of revenue or profits of any nature whatsoever, loss of expected savings, loss of chance or business opportunity, business interruption, loss or reduction of goodwill or damage to reputation (whether direct or consequential),

g. "CR Standard Terms" means CR's standards terms and conditions for the supply of goods and services, a copy of which available at https://crmining.com/terms-conditions/, and which may be updated by CR and notified to the Customer from time to time. The CR Standard Terms includes the Software Licence Terms.

h. "Customer" means the customer identified in item 2 of the Purchase Order.

i. "Force Majeure Event" means any of the following causes provided that they are outside the reasonable control of the affected party, including (but not limited to):

    i. act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

    ii. war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

    iii. act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

    iv. confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;

    v. public health emergencies, disease, epidemics and pandemics (including events related to the SARS-CoV-2 virus and COVID-19 disease); or

    vi. any faults, defects, incorrect operation of or other circumstances affecting telecommunications, networks, systems and any other facilities used or required by or on behalf of the Customer for accessing and making use of the SaaS Product (other than the SaaS Product itself), including without limitation where the Hosted Environment becomes unavailable.

j. "GST' means any goods and services or value added tax.

k. "Hosted Environment" means the environment procured and maintained by CR for the benefit of providing access to the SaaS Product which may (at CR's discretion) be procured from a reputable third party provider including Microsoft Azure or Amazon AWS. CR will disclose where a third-party service is utilised and where that is disclosed the Customer's use of that Hosted Environment will be read subject to the additional third party terms and conditions.

l. "Initial SaaS Term" has the meaning given to that term in clause 5.a.

m. "Insolvency Event" means, in respect of a body corporate, the occurrence of any of the following in respect of that body corporate:

    i. an order is made or an effective resolution is passed for the winding up, dissolution without winding up (otherwise than for the purposes of solvent reconstruction or amalgamation) or deregistration of that body corporate;

    ii. a receiver, receiver and manager, judicial manager, liquidator, administrator or like official is appointed or expected to be appointed over the whole or a substantial part of the undertaking or property of that body corporate;

    iii. a holder of an encumbrance takes possession of or exercises any other rights arising from the encumbrance over the whole or any substantial part of the undertaking and property of that body corporate, or indicates an intention to do so;

    iv. that body corporate becomes insolvent or any circumstance exists or arises which would require a court to presume that that body corporate is insolvent;

    v. that body corporate enters into or takes any steps to enter or proposes to enter into any arrangement, compromise or assumption with or assignment for the benefit of its creditors or a class of them;

    vi. that body corporate stops, suspends or threatens to stop or suspend paying its debts as and when they fall due; or

    vii. any analogous event under the laws of any applicable jurisdiction.

A person is "Insolvent" if:

    viii. it is (or states that it is) an insolvent under administration or insolvent;

    ix. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement); or

    x. an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a) or (b) above; or

    xi. it is otherwise unable to pay its debts when they fall due; or

xii. something having a substantially similar effect to (a) to (d) happens in connection with that person under the law of any jurisdiction.

n. "Level 1 First Response" means:

    i. This level of support is defined by basic tasks that can be completed by on-site mechanical fitter or auto electrician staff member, following CR's procedures. Such tasks can include, but are not limited too:

        1. inspection of SaaS Equipment (following preventative maintenance checklist);

        2. swap-out or replace a device or cable;

        3. position sensor, tooth sensor and pressure sensor replacement;

        4. obtain machine total station survey for kinematic calibration; or

        5. perform the machine movements for payload calibration

o. "Loss" means:

    i. any claim, demand, remedy, requisition, objection, suit, injury, damage, loss, liability, action, proceeding, right of action or claim for compensation;

    ii. a valid request, direction, notice, demand, requirement, condition (including condition of an approval) or order from an authority that requires anything to be done or not to be done; or

    iii. any reasonable cost (including legal costs on a solicitor and client basis), charge, expense, outgoing, payment or other expenditure of any nature.

p. "Mobilisation Fee" means the mobilisation fee payable by the Customer to CR for the installation of the SaaS Equipment as specified in item 5 of the Purchase Order.

q. "Platform Software Generation" means the core software version generation installed on the SaaS Equipment to run the SaaS Product.

r. "Previous Generation" means, in the context of an Upgraded SaaS, the previous generational version of the SaaS Equipment (specifically the Platform Software Generation, User Interface and the Data Acquisition Module).

s. "Purchase Order Agreement" has the meaning given to that term in clause 2.a.

t. "Quotation" means the dated, uniquely identifiable, firm offer to the Customer, inclusive of the particulars of the SaaS Product, SaaS Term, SaaS Fee.

u. "SaaS Data" has the meaning given to that term in clause 3.a.

v. "SaaS Equipment" has the meaning given to that term in clause 6.a.

w. "SaaS Fee" means the fees payable by the Customer to CR for the right to use the SaaS Product as set out in item 3 of the Purchase Order.

x. "SaaS Product" means the SaaS product specified in item 3 of the Purchase Order.

y. "SaaS Term" means the term of this Agreement comprising the Initial SaaS Term and any Subsequent SaaS Term, unless terminated earlier in accordance with this Agreement.

z. "SaaS" means the provision by CR of access to an CR software product through a Hosted Environment service provided by CR, including provision of any required on machine hardware for the proper function of the system, for the term.

aa. "Software Licence Terms" means CR's "software license terms and conditions" available at https://crmining.com/cr-digital-software-license-terms/, which may be updated by CR and notified to the Customer from time to time.

bb. "Subsequent SaaS Term" has the meaning given to that term in clause 5.b.

cc. "User Interface and the Data Acquisition Module" means the main computing touch screen running the SaaS Product and the on machine data module that connects the sensors and user interface, together with communication devices to transmit data.

dd. "Upgrade Date" means the date the Upgraded SaaS was installed in accordance with clause 7.d.

ee. "Upgraded SaaS" has the meaning given to that term in clause 7.d.

Schedule 1 – Purchase Order

Part 1 – Purchase Order Particulars

Item 1:

CR

Representative:	[insert]
Entity name:	CQMS Razer Pty Ltd
ABN:	11 010 402 990
Address:	Building 5, Level 3, 747 Lytton Road, Murarrie QLD 4172.
Telephone:	[insert]
Email:	[insert]

Item 2:

Customer:

Representative	[insert]
Entity name:	[insert]
ACN /ABN:	[insert]
Address:	[insert]
Telephone:	[insert]
Email:	[insert]

Item 3:

Quotation #:   [insert]

SaaS Product: The SaaS product specified in the Quotation.

Item 4:

Commencement Date: [insert]

Initial SaaS Term: As specified in the Quotation.

Item 5:

Mobilisation Fee: As set out in the Quotation.

SaaS Fee: As set out in the Quotation

Total fees payable: As set out in the Quotation.

Item 6:

Delivery Locations: [insert]

And any other locations agreed by the parties from time to time.

Item 7

Link to SaaS Terms and Conditions   www.crmining.com/saas-terms

Each party, by signatures of its authorised officers below, agrees to be bound by the terms of this Agreement, comprising this Purchase Order and the SaaS Terms and Conditions.

Executed as an agreement

Signed by **CQMS Razer Pty Limited**   )
ACN 010 402 990 by its authorised   )
representatives:)

....
Signature of authorised representative   Signature of authorised representative

....
Name of authorised representative   Name of authorised representative

Signed by **Customer** by its authorised   )
representatives:)
)

....
Signature of authorised representative   Signature of authorised representative

....
Name of authorised representative   Name of authorised representative