

# Cibo Labs Platform Licence Agreement

This Cibo Labs Platform Licence Agreement (Licence Agreement) and the Geoscape Direct Licence (set out in the annexure) set out your rights and obligations when using the Data, Software Applications and Services provided through Cibo Labs Platforms (hereafter referred to as the Data). The Data are comprised of Cibo Labs Data and or Geoscape Data. In this Licence Agreement, references to this Licence Agreement also include the Geoscape Direct Licence, where the context permits.

By clicking "I accept" before downloading, downloading, installing or otherwise using any part of the Data, you are agreeing to this Licence Agreement, so please read it carefully. If you do not agree with this Licence Agreement, you must not download, install or use the Data.

If you have any questions about this Licence Agreement, please contact us using the contact details in your Licence Details (set out in the schedule).

We've included a brief explanation of each part of this Licence Agreement in the left column to help you understand it. However, it's the words in the right column that legally bind you when you enter into this Licence Agreement.

*Let's start with the ground rules.*

*You must enter into both the Cibo Labs Platform Licence Agreement and the Geoscape Direct Licence which is annexed to this agreement. It sets out how you are permitted to use the Data and the restrictions on your use.*

## **1 Licence grant**

- 1.1 You must enter into the Licence Agreement and the Geoscape Direct Licence set out in the annexure, which covers your licence to use the Data.
- 1.2 Upon your agreement to the terms of this Licence Agreement and the Geoscape Direct Licence set out in the annexure, we grant you a non-exclusive, world-wide, non-transferable licence to use the Data and Derived Material internally within your own business for the purposes of your day-to-day business operations, subject to the restrictions set out in this Licence Agreement (**Licence**).
- 1.3 You must only use the Data and Derived Material as permitted by the Licence Agreement and the Geoscape Direct Licence for the Licence Term, and subject to any restrictions set out in it and the Licence Details.
- 1.4 During any free trial period the rights in clause 1.2 and 1.3 are limited to access and use of the data for your internal evaluation purposes only; and we provide the data "as is" and exclude all warranties, indemnities, obligations and liabilities under this Licence Agreement.
- 1.5 Upon expiry of any free trial period, your access and use of the Data will terminate automatically, with immediate effect, unless you purchase a subscription.

*This agreement will start on the Commencement Date or the date on which you download, install or use the Data.*

*It will end when your Licence Details say it will, or earlier if it's terminated under clause 17 of this agreement. However, if your licence to use the Data is perpetual (see your Licence Details set out in the schedule), that licence will still continue (but make sure you see clause 18.2, which explains when your licence can be revoked).*

*The Data may include updates, and we promise to provide these to you when it is practical for us to do so.*

*These updates are reliant on the supply of source data from other parties. We cannot be held responsible if these parties fail to update the source data.*

*Except for any of our obligations under Australian Consumer Law, we are offering the Data 'as is'. We're not making any promises about how accurate, complete or fit for purpose the Data is.*

*We think the Data is valuable! But you promise to make up your own mind about that and not rely on what anyone else says about what the Data can do for you.*

## **2 Licence Agreement Term**

2.1 This Licence Agreement commences on the earlier of:

- (a) the Commencement Date; or
- (b) the date on which you agree to be bound by this Licence Agreement by downloading, installing or otherwise using any part of the Data,

and will continue for the duration of the Contract Term, unless terminated earlier in accordance with clause 17.

## **3 Updates to the Data**

3.1 We will, where practical to do so, provide you with updates to the Data from time to time.

3.2 Notwithstanding clause 3.1, you acknowledge that:

- (a) our ability to provide updates is dependent upon the supply of updated source data to the data provider; and
- (b) we will be under no liability to you in the event of a failure to provide an update for the Data caused by a lack of supply of updated source data to the data provider.

## **4 Data Disclaimer**

4.1 Other than as set out in this Licence Agreement, the Data is provided 'as is' and we do not make any representations or provide any warranties (express or implied) about the accuracy or completeness of the Data, or its fitness for any particular purpose or that it is without errors or faults.

4.2 You acknowledge that you have made your own assessment of the Data and have not relied on any information or advice given by us regarding the Data and whether it is reasonably fit for any purpose for which it will be used by you.

4.3 Nothing in this Licence Agreement should be interpreted as attempting to exclude, restrict or modify the application of the Consumer Guarantees under the Australian Consumer Law.

*Things change, and that includes the Data from time to time.*

*We will try to let you know in advance of any changes to the Data or discontinuation of the Data, but sometimes that may not be possible.*

*If you don't want to continue this agreement after the Data has changed or been discontinued because the change or discontinuation is seriously detrimental for you, you just need to let us know in writing within 30 days and demonstrate the detriment to us. You will still need to pay your Fees up until this agreement ends, but we will refund you any amounts you have already paid for use after the termination date.*

## **5 Modification or Discontinuation Events**

5.1 You acknowledge that:

- (a) the availability of the Data, or part of the Data, may be discontinued for any reason; and
- (b) the Data may be modified as a result of an improvement in technology or data processing methods, a requirement imposed on us by law, a change to the data supply arrangements or to improve the Data. These modifications may include changes to:
  - (i) the attributes of the Data;
  - (ii) how the Data is structured (its data model);
  - (iii) the format (or encoding) of the Data;
  - (iv) the count of distinct records in the Data; or
  - (v) the level of quality of the Data,

(each a **Modification or Discontinuation Event**).

5.2 We will give you notice of any Modification or Discontinuation Event prior to the event, where we can reasonably do so.

5.3 If the availability of the Data, or part of the Data, is discontinued as a result of a Modification or Discontinuation Event, we may by notice to you vary this Licence Agreement, including to remove the relevant Data and adjust accordingly the amount of Fees payable to reflect the relevant Modification or Discontinuation Event.

5.4 If you have paid any Fees in advance for Data that is discontinued as a result of a Modification or Discontinuation Event, we will refund any amounts you have paid for use you will not be able to make of the discontinued Data.

5.5 If you do not want this Licence Agreement to continue because a Modification or Discontinuation Event has a materially detrimental effect on you, you may, upon demonstrating that detriment to us and within 30 days of receiving our notice under clause 5.2, terminate this Licence Agreement by notice to us (effective on the date set out in the notice). You

will be liable for our Fees up to the date this Licence Agreement terminates. However, we will refund any amounts you have already paid for use of the Data after the termination date.

- 5.6 The refunds and the right to terminate this Licence Agreement under this clause 5 are your sole remedy against us in respect of any Modification or Discontinuation Event.

## **6 Data Corrections**

*We are always looking to improve the accuracy of the Data. We encourage you to contact us if you identify any errors in the Data or have any improvements or corrections to suggest.*

*You acknowledge that the data provider will own any improvements or corrections and that they may be rolled out to other customers.*

- 6.1 If you notify us of an error in, or suggested correction or improvement to, the Data, you acknowledge that:
- (a) we may provide that information to the data provider;
  - (b) any Intellectual Property Rights in any improvements or corrections to the Data will vest upon creation in the data provider; and
  - (c) we and the data provider may distribute that information and any corrected or improved Data to other customers.

*You promise not to breach any Privacy Laws and that you won't let your personnel breach them either.*

*In particular, you promise to protect Personal Information by setting up safeguards and security measures.*

## **7 Privacy Obligations**

- 7.1 You must comply (and ensure that your personnel are aware of and comply) with all Privacy Laws and any recommendations made or guidelines issued by the Office of the Australian Information Commissioner.
- 7.2 You must:
- (a) take all reasonable steps to protect Personal Information in your possession or control from misuse, loss, unauthorised access, modification or disclosure, including implementing and maintaining appropriate administrative, physical, and technical safeguards and security measures; and
  - (b) not do (or omit to do) anything with respect to Personal Information that causes or is likely to cause us to be in breach of our obligations under any Privacy Laws.

*The security of the Data and Personal Information is very important to us.*

*You must keep the Data and any Personal Information safe from unauthorised access, and you must tell us about that if we ask you to.*

*You must monitor your devices and systems for breaches.*

*If you suspect there's been a breach, you promise to tell us as soon as you can. You must try to rectify the issue, write up a report about what happened and take action to make sure that kind of breach doesn't happen again.*

*If you let us know of an actual or suspected Data Breach, or we suspect one has occurred, you promise to tell us about it, work with us to investigate it and be open with relevant information if we ask for it.*

## **8 Security and Data Breaches**

- 8.1 You must take all reasonable steps to ensure you keep the Data, Derived Material and Personal Information secure from misuse, loss, unauthorised access, modification or disclosure.
- 8.2 On request by us, you must provide us with information about your information security management practices and systems.
- 8.3 You must, in accordance with industry best practice, monitor any systems you use to hold, store or process the Data, Derived Material and Personal Information for actual or suspected Data Breaches.
- 8.4 If you become aware or suspect that a Data Breach has occurred, you must:
- (a) immediately notify us of the Data Breach or potential Data Breach;
  - (b) use your best endeavours to promptly identify the cause of the Data Breach or potential Data Breach;
  - (c) promptly take all reasonable steps within your power to remedy any Data Breach and mitigate its consequences;
  - (d) use your best endeavours to ensure that any potential Data Breach does not become an actual Data Breach;
  - (e) promptly provide to us with a written report detailing the cause (or suspected cause) of, and procedure for remedying, the Data Breach and mitigating its consequences; and
  - (f) promptly take all necessary steps to prevent any recurrence of such a Data Breach or potential Data Breach.
- 8.5 If you provide us with a notice under clause 8.4(a), or either of us otherwise suspects that a Data Breach has occurred, you must:
- (a) as soon as reasonably practicable, disclose to us all information relevant to that actual or suspected Data Breach;
  - (b) co-operate with us and provide all reasonable assistance in investigating whether a Data

Breach has occurred and the circumstances surrounding that Data Breach; and

- (c) provide us with access, information and copies of records relevant to the Data Breach as reasonably requested by us.

*We both agree to keep each other's Confidential Information confidential and only use it for the purposes set out in this agreement or as reasonably contemplated by it.*

*If either of us suspects a breach of the other's confidentiality, we must let each other know and try to stop any further unauthorised disclosure.*

## **9 Confidential Information**

9.1 Both parties:

- (a) may use the other party's Confidential Information solely for the purposes set out in or reasonably contemplated by this Licence Agreement;
- (b) must keep confidential all Confidential Information of the other party; and
- (c) may disclose the other party's Confidential Information only:
  - (i) to their employees, contractors and professional advisors who:
    - (A) are aware and agree that the Confidential Information must be kept confidential; and
    - (B) have a need to know the Confidential Information (and only to the extent that each has a need to know),
  - (ii) as required by law or securities exchange regulation; and
  - (iii) with the prior written consent of the other party.

9.2 Each party must notify the other immediately if they become aware of any breach of confidentiality in respect of the Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

*We can conduct an audit if we give you five Business Days' notice. You promise to give us the information we need to do so.*

## **10 Audit**

10.1 We, or an entity nominated by us, may conduct an audit at any time on no less than five Business Days' notice to you. You must, on request by us or our nominee, provide all requested documents and materials that relate to this Licence Agreement and

*If an audit reveals that you have breached this agreement with us, you promise to do whatever is necessary to rectify that. We can suspend this agreement until the breach has been rectified.*

*If an audit reveals that you have seriously breached this agreement, we may require you to pay for the cost of the audit.*

*We retain the right to terminate our agreement under clause 17.*

*You must follow any applicable export and economic sanction laws.*

*This means that there may be certain countries, organisations and people that you can't use the Data to do business with.*

*You promise to let us know if anyone may be infringing our Intellectual Property Rights or if anyone alleges that use of the Data infringes their Intellectual Property Rights.*

*Where you let us know of an infringement, you promise to tell us all relevant details, provide updates and listen to our directions which may include stopping use of the Data.*

allow all necessary access to your systems and relevant personnel to ensure compliance with any matters that relate to this Licence Agreement (including auditing your privacy and data security obligations).

10.2 If an audit identifies any non-compliance by you with your obligations under this Licence Agreement, then:

(a) you must take all reasonable actions necessary to address the relevant non-compliance to our reasonable satisfaction; and

(b) we may suspend this Licence Agreement until such a time as you have taken all reasonable actions in accordance with clause 10.2(a).

10.3 Where an audit reveals that you have materially breached this Licence Agreement, we may require you to pay the cost of the audit.

10.4 Nothing in this clause 10 limits our ability to terminate this Licence Agreement in accordance with clause 17.

## **11 Export control**

11.1 You must comply with all applicable export control laws, rules and regulations.

11.2 You acknowledge that export, sanctions and embargo laws may prohibit you from selling, reselling, exporting, re-exporting, trading or otherwise transferring certain products and services within certain countries or with certain entities and persons.

## **12 Intellectual Property**

12.1 You must notify us immediately if you become aware of:

(a) any actual, suspected or anticipated infringement of the Intellectual Property Rights in the Data; or

(b) any use of the Data which infringes, is suspected of infringing, or is alleged to infringe, the Intellectual Property Rights of a third party.

*Where someone makes an allegation like that, we may direct you to stop using the Data and we may give you a refund for your Fees or try to work around the issues by giving you replacement Data.*

*If we can't find replacement Data, we may refund you for any Fees paid for the Data you must stop using.*

*We retain all rights and ownership in our IP, and you retain all rights and ownership in IP you provide to us for the purpose of the agreement e.g. Any farm mapping provided to us by you is owned by you. Any field calibration data collected by you using our mobile data collection apps is owned by you, and you provide us with ongoing rights to use this specific data for product development.*

- 12.2 Where you notify us in accordance with clause 12.1, you must:
- (a) provide all relevant details regarding the infringement;
  - (b) subsequently provide prompt updates on any developments regarding the infringement; and
  - (c) comply with any reasonable directions from us relating to the infringement, including ceasing use of the Data immediately on request from us.
- 12.3 Where we direct you to cease using the Data pursuant to clause 12.2(c), we will use commercially reasonable efforts to obtain replacement Data that will perform materially in the same way as the Data which we direct you cease using.
- 12.4 If we are unable to find replacement Data in accordance with clause 12.3, we may refund you for any Fees paid by you in respect of the Data we direct you to stop using.
- 12.5 You acknowledge that the Data and associated documentation are subject to copyright. You shall not during the Term or any time after the expiry or termination of this Agreement permit any act which infringes that copyright.
- 12.6 Unless otherwise indicated, the Data and all associated Intellectual Property Rights including data, information, software and documentation are owned by us and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property.
- 12.7 All rights, title and interest in Intellectual Property provided by you (hereafter referred to as Your Data) to us remains with you. This includes any spatial mapping such as paddock mapping, or tabular data including property infrastructure locational & attributed spatial data, and any derived product relative to the property infrastructure locational & attributed spatial data collated by or on behalf of you will vest, on its creation, with you.
- 12.8 You grant us the rights to process your data for the period of this Agreement. In relation to field calibration data collected using the Cibo Labs Biomass Collector App, you grant us a Perpetual Licence to store and process this data for internal purposes including product development.



- 12.9 You warrant that you own or created your data or have the necessary rights, licenses, or permissions to make the data available to us.
- 12.10 In the event of a natural disaster/homeland security/emergency event the Licensee authorises the Licensor to make available any property infrastructure locational & attributed spatial data, and any derived product relative to the property infrastructure locational & attributed spatial data relevant to the authorised agency/s for operational purposes only by-way of a restrictive Licence for the duration of event and any subsequent investigation/s.

*You agree that you must pay us the Fees at the time of Data download, or commencement of subscription or service, unless alternative business arrangements have been agreed. If an alternative agreement is in place you agree to pay the Fees within 30 days of us providing you with an invoice.*

*Also, we may charge interest on overdue amounts.*

*Tax is important! So, we each agree to pay GST where it is applicable.*

### **13 Payment and GST**

- 13.1 The Fees must be paid via the online credit card facility provided unless alternative arrangements have been agreed with us prior to download upon commencement or renewal of the subscription or service. If alternative arrangements have been agreed, we will supply a valid tax invoice within 30 days.
- 13.2 The Fees must be paid within 30 days of us supplying you with a valid tax invoice.
- 13.3 If you do not pay us in accordance with clause 13.1, we may impose a late payment fee calculated at 1% of the amount owed to us for each month (or part thereof) in which you are in default of payment.
- 13.4 In this clause, words and expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended, varied or replaced from time to time) have the same meaning given to them by that Act.
- 13.5 Unless otherwise expressly stated in writing in an Agreement, all amounts payable by you in connection with this Licence Agreement do not include an amount for GST. If GST is payable on any supply made by us under this Licence Agreement, you must pay to us, in addition to and at the same time as the payment for the supply, an amount equal to the amount of GST on the supply. Where you are required by this Licence Agreement to reimburse or indemnify us for any Loss or other amount incurred, the amount to be reimbursed or paid will be reduced by the amount of any input tax credit that we will be entitled to claim for the Loss or amount incurred and increased by the amount of any

GST payable by us in respect of the reimbursement or payment.

*As is standard market practice, we each agree to limit our liability to each other.*

*You should note that the indemnities we give to each other below do not fall under the liability cap.*

*You agree to cover our losses that result from you breaching your licence terms, your negligence, you doing something deliberately wrong, you developing something using the Data which causes us loss, or you do something which causes us to infringe someone else's IP.*

*We agree to cover your losses that result from an allegation that the Data infringes someone else's Intellectual Property Rights, except in certain circumstances, for example, where you've changed the Data and those changes contribute to the claim or where you don't use the updates we supply.*

*We both have to try to mitigate any losses we do suffer.*

*If our own negligence contributes to a loss, we can't recover from each other to that extent.*

## **14 Limitations on liability**

- 14.1 The maximum aggregate liability of either party for any Loss suffered by the other party, however caused (including by negligence), in connection with this Licence Agreement is limited to the Liability Cap per event or series of related events.
- 14.2 Each party agrees that the limitation of liability in clause 14.1 does not apply in respect of the indemnities set out in clause 15.
- 14.3 Neither party will be liable for any Consequential Loss arising from or in connection with your Licence Agreement.

## **15 Indemnities**

- 15.1 You agree to indemnify us from and against all Claims and Losses we reasonably incur as a direct or indirect result of:
- (a) your breach of this Licence Agreement or the Geoscape Direct Licence;
  - (b) your negligence or unlawful act or omission;
  - (c) the development or use of any Derived Material (except as it relates to the Data from which the material is derived); or
  - (d) the use of the Data in combination with other data, other products or other intellectual property, which infringes any third party's Intellectual Property Rights.
- 15.2 We agree to indemnify you from and against all Losses you reasonably incur as a direct or indirect result of any third party intellectual property infringement claim relating to the Data, except:
- (a) to the extent you make any modifications to the Data and those modifications contribute to the claim;
  - (b) where you use the Data in combination with any hardware, software or other products or services in a manner that causes the infringement and such combination was not within the reasonable contemplation of the parties given the intended use of the Data;

- (c) where the infringement arises due to your failure to use an update for the Data that is made available to you by us;
- (d) where you do not comply with any specifications or directions provided by us relating to the Data;
- (e) where the infringement arises due to your use of the Data in a manner that is not authorised by this Licence Agreement;
- (f) where the infringement arises as a result of circumstances beyond our reasonable control.

- 15.3 Each party has a duty to mitigate any Loss that would otherwise be recoverable from the other party by taking appropriate and commercially reasonable steps to reduce or limit the amount of such Losses.
- 15.4 Each party's liability to indemnify the other will be reduced proportionally to the extent that any negligent act or omission of the other party contributed to the Loss.

*We can't always predict the future. This is where we explain what happens when an event occurs that is beyond either of our control.*

*If the delay or failure to perform goes on for more than 30 days, either of us can end this agreement.*

*If such an event happens, neither of us will be held responsible for any delay or failure to perform (other than your obligation to pay your fees).*

*This is where we explain what can happen if either of us does something we shouldn't.*

*We can terminate or suspend this agreement if you:*

- *become insolvent;*
- *fail to pay us by a specified due date;*
- *allow unauthorised access to the Data or Derived Material;*

## **16 Force Majeure**

- 16.1 A party will not be liable for any failure to perform or delay in performing its obligations under this Licence Agreement if that failure or delay is due to a Force Majeure Event.
- 16.2 If that delay or failure to perform exceeds 30 days, a party may immediately terminate this Licence Agreement by written notice to the other party.
- 16.3 This clause 16 does not relieve you of or suspend your obligation to pay any Fees owed to us.

## **17 Suspension and termination**

- 17.1 To the extent permitted by law, we may terminate or suspend this Licence Agreement with immediate effect by written notice to you if we have reasonable grounds to believe that you:
- (a) have contravened or are contravening any Laws;
  - (b) are subject to an Insolvency Event;

- *use the Data for a purpose that is not permitted by the Geoscape Direct Licence;*
- *breach our agreement, and don't fix it within 14 days of us asking you to; or*
- *breach our agreement and that breach can't be fixed.*

*You can terminate this agreement if we:*

- *breach our agreement, and don't fix it within 14 days of you asking us to;*
- *breach our agreement and that breach can't be fixed; or*
- *become insolvent.*

- (c) have failed to pay any Fees to us by the due date for those Fees;
- (d) have allowed unauthorised access to the Data or Derived Material;
- (e) have used the Data for a purpose that is not permitted by the Geoscape Direct Licence;
- (f) have breached any other term of this Licence Agreement and:
  - (i) if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or
  - (ii) the breach is not capable of remedy.

17.2 You may terminate this Licence Agreement:

- (a) where you are not in breach of any terms of this Licence Agreement; and
- (b) if we have breached any term of this Licence Agreement and:
  - (i) if the breach is capable of remedy, we have not remedied the breach within 14 days of receiving notice from you requiring the breach to be remedied; or
  - (ii) the breach is not capable of remedy; or
- (c) if we are subject to an Insolvency Event.

*Unless you have a perpetual licence to use the Data (see your Licence Details set out in the schedule), at the end of this agreement your right to use the Data ends and you must delete any Data and material you created using the Data. If you owe us any money at that point, it becomes payable immediately.*

*If you have a perpetual licence, then your rights to use the Data will continue unless we terminate*

## **18 Effect of expiry or termination**

18.1 On termination or expiration of this Licence Agreement:

- (a) subject to clause 18.2, the licence granted to you pursuant the Geoscape Direct Licence will be revoked or expire with immediate effect (as applicable);
- (b) subject to clause 18.2, you must at your cost permanently delete or destroy any Data and Derived Material in your possession or control; and

*the Licence Agreement for your misconduct.*

- (c) all Fees owed by you under this Licence Agreement to us will become immediately due and payable.

18.2 If the Licence granted is perpetual, on termination or expiration of this Licence Agreement such licence will continue in full force and effect, subject to all applicable terms and conditions in this Licence Agreement and the Geoscape Direct Licence, unless or until it is revoked pursuant to the terms of the Geoscape Direct Licence or we terminate this Agreement pursuant to clause 17.1, at which time:

- (a) the Licence granted to you pursuant to the Geoscape Direct Licence will be revoked with immediate effect; and
- (b) you must, at your cost, permanently delete or destroy any Data and Derived Material in your possession or control.

*Last are what the lawyers call the 'boilerplates'. Don't worry, you are nearly there!*

*You can't transfer any promises you make us or rights you have to someone else without our permission. If you're a company, even a change in control may be considered a transfer, so it's best to get our permission first.*

*If we don't think it will adversely affect your rights, we can assign, subcontract and deal with our rights and obligations.*

*Even after this agreement ends, you must make sure you still comply with a range of obligations.*

*Like in any good relationship, each of us promises to do our best to keep our promises to one another.*

*Communication is important! We can reach one another by post or e-mail. It's important to look out for our messages, as they will be deemed to be received (even if you don't read them) six days*

## **19 Miscellaneous**

19.1 In this Licence Agreement:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
- (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (f) no provision will be construed to the disadvantage of a party merely because that

*after delivery (for post) or one hour after delivery (for e-mails).*

party was responsible for its preparation or inclusion.

*Finally, this agreement is governed by the laws of the State of Queensland*

- 19.2 You must not assign any of your rights or obligations under this Licence Agreement without our prior written consent. We may, to the extent permitted by law, assign or subcontract any of our rights or obligations under this Licence Agreement (including any right to be paid or chose in action) at any time in circumstances where, in our opinion acting reasonably, the assignment will not adversely affect your rights.
- 19.3 For the purposes of clause 19.2, your Change in Control will be considered an assignment of your rights or obligations under this Licence Agreement.
- 19.4 The termination or expiry of this Licence Agreement does not operate to terminate any rights or obligations that by their nature are intended to survive termination or expiration, and those rights or obligations remain in full force and binding on the party concerned including without limitation the rights and obligations under clauses 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18 and 19.
- 19.5 Notices from a party must be delivered by hand, prepaid post or email and sent to the address of the receiving party specified in the Licence Details as updated by the parties from time to time. Notices will be deemed to have been received: by hand, on delivery; by post, within six Business Days of sending; and by email, within one hour of the email being sent (unless the sender knows that the email has failed).
- 19.6 This Licence Agreement is governed by the laws in force in the State of Queensland, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

## 20 Definitions

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.

**Business Day** means any day except a Saturday, Sunday or public holiday in the place in which an act is to be done.

**Change in Control** means, in relation to a party:

- (a) the person who Controls the party at the date that party first became bound by this Licence Agreement subsequently ceases to have Control of the party;
- (b) a person who does not Control the party at the date that the party first became bound by this Licence Agreement subsequently obtains Control of the party; or
- (c) if the party is Controlled by a group or consortium of persons, or if the group or consortium could Control the party were they to act collectively, any material change in the composition of that group or consortium.

**Cibo Labs** means Cibo Labs Pty Ltd (trading as Cibo Labs) (ABN 21 624 033 521), 6/15 Andrew St Point Arkwright QLD 4573.

**Claim** means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

**Commencement Date** means the date set out in Item 3 of the Licence Details.

**Confidential Information** means all information and other content disclosed by one party to the other and includes all information relating to the Data or this Licence Agreement and the prices of the Data, but excludes information that:

- (a) is public knowledge or becomes available to a party from a source other than a party (otherwise than as a result of a breach of confidentiality); or
- (b) is rightfully known to, or in the possession or control of a party and not subject to an obligation of confidentiality in accordance with this Licence Agreement.

**Consequential Loss** means:

- (a) any form of remote or consequential loss, including loss of reputation, loss of actual or anticipated savings and loss of bargain; and
- (b) any loss beyond the normal measure of damages.

**Consumer Guarantee** means a guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law.

**Control** has the meaning given in section 50AA of the *Corporations Act 2001* (Cth).

**Contract Term** means the term of this Licence Agreement, as set out in Item 4 of the schedule.

**Data** means the data including Cibo Data and Geoscape Data described in Item 5 of the Licence Details.

**Data (Cibo Data)** means the Cibo Labs online platforms, applications, associated software, data, web services, or documentation provided to the you to access, view, analyse and download the data described in Item 5 of the Licence Details.

**Data (Geoscape Data)** means the data described in Item 5 of the Licence Details.

**Data Breach** means any:

- (a) loss; or
- (b) unauthorised access to, use of, viewing, extraction, copying, transmission, disclosure or modification, of the Data, Derived Material or Personal Information.

**Derived Material** means any product, service, output or other material that is created or developed using the Data, which may or may not contain elements of the Data, and includes any product, service, output or other material that is created or developed using Derived Material. For example, any output that is created using the Data is Derived Material, and so is any secondary output that is created from that first output.

**Fees** mean the amount set out in Item 7 of the Licence Details.

**Force Majeure Event** means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party.

**Geoscape Australia** means PSMA Australia Limited ACN 089 912 710 trading as Geoscape Australia.

**Geoscape Copyright Notice and Disclaimer** means the webpage available at <https://geoscape.com.au/legal/data-copyright-and-disclaimer/> which sets out the copyright and disclaimer information for the Data, as updated from time to time.

**Geoscape Direct Licence** means a licence to use the Data to be entered into between you and Geoscape Australia, in the form set out in the annexure.

**Insolvency Event** means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the preceding events.

**Intellectual Property Rights** means any and all intellectual and industrial property rights anywhere in the world including but not limited to the rights comprised in any copyright (including database rights), confidential information (including Confidential Information) and trade secrets, know-how and processes.

**Liability Cap** means the total amount of the Fees payable under this Licence Agreement during the 12 months immediately preceding the first event giving rise to the claim or, in respect of any such event during the first 12 months of the Contract Term, the total amount of the fees that would be payable under this Licence Agreement during the first 12 months, calculated on a pro-rata basis based on the fees payable up to the date of the event giving rise to the claim.

**Licence Details** means the details regarding your licence for the Data, which are set out in the schedule to this Licence Agreement.

**Licence Term** means the term of the licence granted under the Geoscape Direct Licence as set out in Item 8 of the Licence Details.



**Loss** means any loss, liability, cost (including all legal costs, and any other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.

**Modification or Discontinuation Event** has the meaning given to it in clause 5.1.

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Privacy Laws** means:

- (c) the *Privacy Act 1988* (Cth), including the Australian Privacy Principles in the *Privacy Act 1988* (Cth), as amended or replaced from time to time;
- (d) any applicable privacy code approved under the *Privacy Act 1988* (Cth); and
- (e) any other applicable laws or codes governing Personal Information.

**Thinning** means the manipulation of data so as to reduce the storage space required for the data, achieved by deleting intermediate or redundant data points defining a linear feature or boundary whilst preserving the general shape fidelity of the boundary or feature.

**You** and **your** means the entity or person described as such in Item 2 of the Licence Details to whom we agree to supply the Data.

**We, us** and **our** means the entity or person described in Item 1 of the Licence Details.

## Schedule - Licence Details

The following schedule sets out licence details associated with specific applications provided by Cibo Labs. The applications, data definitions and conditions are specified in the following schedule. Please refer to the definitions specific to the subscription or service you have purchased.

Item title	Item details
Item 1 - We, us and our	Cibo Labs Pty Ltd (trading as Cibo Labs) (ABN 21 624 033 521), 6/15 Andrew St Point Arkwright QLD 4573.
Item 2 - You and your	Your personal and business details provided to Cibo Labs for registration of your subscription.
Item 3 - Commencement Date	The date of Data download, commencement of automated subscription service or Data sent to you via email from Cibo Labs.
Item 4 - Contract Term	As per the Licence Term (Item 8) below.
Item 5 - Data	<p><b>1. Australian Feedbase Monitor Application</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Geoscape Data – All data associated with the property cadastral land parcels as defined by the geographic coordinates and Lot/Plan numbers provided by the Application and verified by you.</li> <li><b>b.</b> Web mapping and analysis application.</li> <li><b>c.</b> Gridded 100m (1ha) resolution, 5-day time step, monthly median estimates of the total standing dry matter (TSDM) of pasture/fodder biomass in kg/ha.</li> <li><b>d.</b> Imagery, time-series graphs and statistical summaries per farm (or PIC).</li> <li><b>e.</b> Seasonal ground cover<sup>1</sup> and annual forest and sparse woody vegetation cover change imagery<sup>2</sup>.</li> </ul> <p><b>2. MyFarmKey Application</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Geoscape Data – All data associated with the property cadastral land parcels as defined by the geographic coordinates and Lot/Plan numbers provided by the Application and verified by you.</li> <li><b>b.</b> Web mapping and analysis application.</li> <li><b>c.</b> Data and reports associated with seasonal ground cover<sup>1</sup>, forest and</li> </ul>

Item title	Item details
	<p>sparse woody vegetation<sup>2</sup>, and forest carbon<sup>3</sup>.</p> <p><b>3. PastureKey Application</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Geoscape Data – All data associated with the property cadastral land parcels as defined by the geographic coordinates and Lot/Plan numbers provided by the Application and verified by you.</li> <li><b>b.</b> Web mapping and analysis application.</li> <li><b>c.</b> Paddock boundaries provided by you.</li> <li><b>d.</b> Sentinel satellite 5 day and 15 day median 10m resolution imagery and derived products including: Feed on Offer (FOO) per paddock; pseudo natural colour display image; pasture or fodder total standing dry matter (TSDM - kg/ha); fractional cover (FC); total cover (TC); green total standing dry matter (GTSDM – kg/ha); monthly change in TSDM.</li> <li><b>e.</b> OneDrive shared data folder including all 5- day and 15 day imagery products in geotiff formation, and time-series paddock statistics in CSV, geojson and gpkg formats.</li> </ul> <p><b>4. Cibo-Ceres Tag Application:</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Geoscape Data – All data associated with the property cadastral land parcels as defined by the geographic coordinates and Lot/Plan numbers provided by the Application and verified by you.</li> <li><b>b.</b> Web mapping and analysis application.</li> <li><b>c.</b> PastureKey and MyFarmKey services as defined above if the user is subscribed.</li> <li><b>d.</b> CERES TAG telemetry data purchased separately through <a href="https://cerestag.com/">https://cerestag.com/</a> and integrated within the Cibo-Ceres tag application.</li> <li><b>e.</b> Real time tag alerts; animal movement tracking; filtering, analyses and downloads.</li> </ul> <p><sup>1</sup>The seasonal ground cover products were derived from data provided through TERN AusCover (<a href="http://www.auscover.org.au/datasets/seasonal-ground-cover/">http://www.auscover.org.au/datasets/seasonal-ground-cover/</a>)</p>

Item title	Item details
	<p><sup>2</sup>The forest and sparse woody vegetation change products were derived from data provided by the Australian Government through:  <a href="https://data.gov.au/data/dataset/national-forest-and-sparse-woody-vegetation-data-version-4-2019-release">https://data.gov.au/data/dataset/national-forest-and-sparse-woody-vegetation-data-version-4-2019-release</a></p> <p><sup>3</sup>The forest carbon change products were derived from data provided by the Mullion Group and FLINTpro:  <a href="https://flintpro.com/">https://flintpro.com/</a></p>
Item 6 – Fee-based use restrictions	Not applicable
Item 7 - Fees	<p>All fees are exclusive of GST and AU\$.</p> <p><b>1. Australian Feedbase Monitor Application</b></p> <p>a. Free annual subscription to MLA Members and Levy Payers verified through MyMLA until 15 December 2025. Access after this date to be confirmed.</p> <p><b>2. MyFarmKey Application</b></p> <p>a. Free application subscription.  b. MyFarmKey Land Parcel data.  One off fee of \$75.00.  c. Ground Cover and Tree Cover Report.  One off fee of \$175.00.  d. Forest Carbon Report  One off fee of \$155.00.  e. Alternative pricing as agreed in writing with Cibo Labs.  f. Up to 4 reports can be generated for an individual property within a 12-month period commencing from the first report delivered by the MyFarmKey Application.</p> <p><b>3. PastureKey Application</b></p> <p>a. Area (ha) based annual subscription as published on the <a href="#">PastureKey Subscriptions</a> page.  b. As published and agreed to at the time of subscription commencement or renewal or alternative pricing as agreed in writing with Cibo Labs.</p> <p><b>4. Cibo-Ceres Tag Application</b></p> <p>a. \$250.00 per annual subscription to web mapping and analysis application.  b. MyFarmKey Land Parcel Data (where applicable).  One off fee of \$75.00.  c. \$3.60 per tag per year paid on commencement of subscription.</p>

Item title	Item details
	<p>d. Alternative pricing as agreed in writing with Cibo Labs.</p>
<p>Item 8 - Licence Term</p>	<p><b>1. Australian Feedbase Monitor Application</b></p> <p>a. Geoscape Data: Perpetual.  b. Cibo Data: Perpetual.  c. Data must be downloaded within 30 days of subscription expiry.</p> <p><b>2. MyFarmKey Application</b></p> <p>a. Geoscape Data: Perpetual.  b. Cibo Data: Perpetual.  c. Data must be downloaded within 30 days of subscription expiry.</p> <p><b>3. PastureKey Application</b></p> <p>a. Geoscape Data: Perpetual.  b. Cibo Data: Perpetual.  c. Data must be downloaded within 30 days of subscription expiry.</p> <p><b>4. Cibo-Ceres Tag Application</b></p> <p>a. Geoscape Data: Perpetual.  b. Cibo Data: Perpetual.  c. Ceres Data: Perpetual  d. Data must be downloaded within 30 days of subscription expiry.</p>
<p>Item 9 - Notice details</p>	<p>Our contact person name:  Phil Tickle  Our contact person phone number:  +61437593037  Our contact person email address:  accounts@cibolabs.com.au</p>

# Annexure - Geoscape Direct Licence

## Geoscape Data Licence Agreement (Licence Agreement)

This Licence Agreement relates to the Geoscape data (**Geoscape Data**) which is being supplied to you by one of our partners (**Partner**). **Our Partner is offering the terms of this Licence Agreement to you on behalf of Geoscape Australia as our agent.**

We've included a brief explanation of each part of this Licence Agreement in the left column to help you understand it. However, it's the words in the right column that legally bind you when you enter into this Licence Agreement with us.

In this Licence Agreement:

- **Geoscape Australia, we, us and our** refer to **PSMA Australia Ltd ACN 089 912 710 trading as Geoscape Australia** of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory; and
- **End User, you or your** means the organisation accessing and using the Geoscape Data in accordance with this Licence Agreement.

**By clicking "I accept" before accessing the Geoscape Data or downloading the Data, you agree to be bound by the terms of this Licence Agreement. If you do not agree with the terms of this Licence Agreement, you must not access or use the Geoscape Data in any way.**

<i>We give you a licence to use our Geoscape Data and material you create using it internally. You can't transfer this licence to anyone else, and we may give similar licences to other entities.</i>	<b>1</b>	<b>Licence grant</b>
<i>The duration of your licence is set out in your agreement with our Partner.</i>	1.1	Upon your agreement to the terms of this Licence Agreement, we grant you a non-exclusive, world-wide, non-transferable licence to use our Geoscape Data and any Geoscape Data Derived Material internally within your own business for the purposes of your day-to-day business operations, subject to the restrictions set out in this Licence Agreement ( <b>Licence</b> ).
<i>Unless we agree otherwise:</i>	1.2	The duration of the Licence will be as set out in your agreement with our Partner.
<ul style="list-style-type: none"><li>• <i>You must only use our Geoscape Data and material you create using our Geoscape Data internally within your own business as part of your day-to-day business operations.</i></li><li>• <i>You can't provide our Geoscape Data or material you create using our Geoscape Data to others.</i></li><li>• <i>You aren't allowed to use our Geoscape Data to develop capability or material for commercialisation.</i></li></ul>	1.3	Except with our prior written consent, you must: <ul style="list-style-type: none"><li>(a) not make our Geoscape Data or any Geoscape Data Derived Material available to any other person or, if you are a government entity, any other government department, agency, authority or corporation;</li><li>(b) not use our Geoscape Data or Geoscape Data Derived Material to develop capability (including machine learning capability), products, services, outputs or other material (including machine learning algorithms) for commercialisation or potential commercialisation.</li></ul>
<i>If you want to do any of these things, please contact us or our Partner to discuss your options.</i>	1.4	Notwithstanding the restrictions above, you may allow your contractors to use our Geoscape Data and Geoscape Data Derived Material on your behalf and exclusively for your benefit on the conditions that you: <ul style="list-style-type: none"><li>(a) you sublicense the Geoscape Data and Geoscape Data Derived Material to your contractors on terms that are no more favourable than the terms of this Licence Agreement and your agreement with our Partner;</li><li>(b) ensure that any such sublicense will not result in a breach of this Licence Agreement or your agreement with our Partner;</li></ul>
<i>You can allow your contractors to use our Geoscape Data and material you create using our Geoscape Data on your behalf, but you are responsible for that use.</i>		

*We may take back your licence if you use our Geoscape Data or material you create using our Geoscape Data in a way that isn't permitted by your agreement with our Partner or this agreement.*

- (c) are responsible for your contractors' use being in accordance with this Licence Agreement, as though the contractors are you; and
- (d) ensure that your contractors do not retain any copies of our Geoscape Data or Geoscape Data Derived Material and stop using our Geoscape Data and Geoscape Data Derived Material when they complete their work for you.

1.5 You acknowledge and agree that:

- (a) a breach by a contractor of any sublicense will be deemed to be a breach of this Licence Agreement and your agreement with our Partner; and
- (b) any termination of your agreement with our Partner will result in a corresponding termination of any sublicense granted to your contractors.

1.6 You agree that we may revoke your Licence with immediate effect by notice to you if you use our Geoscape Data or Geoscape Data Derived Material in any way that is not permitted by this Licence Agreement or your agreement with our Partner, or otherwise breach this Licence Agreement.

*Intellectual property is very important to us and we always reserve our Intellectual Property Rights.*

## **2 Intellectual Property Rights**

2.1 There is no transfer of any Intellectual Property Rights in the Geoscape Data under this Licence Agreement.

*New Intellectual Property Rights may arise through your use of the Geoscape Data, and they will be ours when you create them by simply copying, altering, amending, Thinning, editing or otherwise manipulating the Geoscape Data.*

2.2 To the extent that any new Intellectual Property Rights arise in any material created by copying, altering, amending, Thinning, editing or otherwise manipulating the Geoscape Data, those new Intellectual Property Rights vest in us or are assigned from you to us upon creation. You must not assert any such rights except as required by us to enforce our rights.

*You acknowledge that the Geoscape Data is subject to the Geoscape Copyright Notice and Disclaimer.*

## **3 Copyright information**

3.1 You acknowledge that the Geoscape Data is subject to the [Geoscape Copyright Notice and Disclaimer](#).

*You should read it for yourself, but in summary it:*

3.2 You must ensure that any reproduction or expression of the Geoscape Data and any Geoscape Data Derived Material created pursuant to this Licence Agreement bears or appropriately references the copyright and disclaimer information set out in the [Geoscape Copyright Notice and Disclaimer](#).

- *recognises where we get the source Geoscape Data from that we use to create the Geoscape Data. Some of that source Geoscape Data is open and may be licensed directly to you under an open licence; and*

3.3 You must not remove, deface, change, distort, delete or cover up:

- (a) any name or mark on the Geoscape Data that indicates ownership of the Geoscape Data; or
- (b) any copyright or other proprietary notices which appear in writing on or in any part of the Geoscape Data.

- *explains that the Geoscape Data is provided 'as is' and excludes liability for losses arising from using the Geoscape Data.*

3.4 You acknowledge that:

- (a) the Geoscape Data may be derived from or based on Open Data licensed to you under an open licence and

*You agree to include the Geoscape Copyright Notice and Disclaimer with the Geoscape*

*Data and any material you create using the Geoscape Data.*

that the use of the Open Data is governed by the terms of that open licence;

*It's also important that you don't do anything to the Geoscape Data to make it less clear who owns it.*

- (b) notwithstanding any other provision of this Licence Agreement, to the extent that any such Open Data subsists in the Geoscape Data, it is licensed directly to you under an open licence and is not licensed or sub-licensable under this Licence Agreement; and
- (c) information about any such Open Data and its open licence terms is set out in the Geoscape Copyright Notice and Disclaimer.

*The Geoscape Data incorporates and is derived from source data from a range of providers. However, our source data providers do not have any liability to you.*

**4**  
4.1

#### **Source data providers**

You acknowledge and agree that:

- (a) the Geoscape Data may include, be derived from or based on source data from third party providers;
- (b) our source data providers have not provided any representations or warranties about the accuracy or completeness of their source data or the Geoscape Data, or their fitness for any particular purpose; and
- (c) our source data providers may rely on the disclaimers and acknowledgements set out in your agreement with our Partner to the extent that they relate to their source data; and
- (d) our source data providers will not be liable to you for any error or inaccuracy in, or incompleteness of, the source data or Geoscape Data, or for any use or misuse of the Geoscape Data by you.

*If you breach this agreement and we suffer any Loss, you agree to cover our Losses.*

**5**  
5.1

#### **Indemnity**

You agree to indemnify us from and against all Claims and Losses we reasonably incur as a direct or indirect result of any breach of terms of this Licence Agreement

*We must try to mitigate any Losses we do suffer and if our own negligence contributes to a Loss, we can't recover from you to that extent.*

5.2

We have a duty to mitigate any Loss that would otherwise be recoverable from you by taking appropriate and commercially reasonable steps to reduce or limit the amount of such Losses.

5.3

Your liability to indemnify us will be reduced proportionally to the extent that any negligent act or omission of ours contributed to the Loss.

## **6 Definitions**

**Claim** means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

**Geoscape Copyright Notice and Disclaimer** means the webpage available at <https://geoscape.com.au/legal/data-copyright-and-disclaimer/> which sets out the copyright and disclaimer information for the Geoscape Data, as updated by us from time to time.

**Geoscape Data** means the data described in Item 5 of the Licence Details.



**Geoscape Data Derived Material** means any product, service, output or other material that is created or developed using our Geoscape Data, which may or may not contain some Geoscape Data, and includes any product, service, output or other material that is created or developed using Geoscape Data Derived Material. For example, any output that is created using our Geoscape Data is Geoscape Data Derived Material, and so is any secondary output that is created from that first output.

**Intellectual Property Rights** means any and all intellectual and industrial property rights anywhere in the world including but not limited to the rights comprised in any copyright (including database rights), confidential information (including Confidential Information) and trade secrets, know-how and processes.

**Loss** means any loss, liability, cost (including all legal costs, and any other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.

**Open Data** means any data subject to an open licence and includes the data described in the Geoscape Data Copyright and Disclaimer as being open data.