



HARVEST TECHNOLOGY PTY LIMITED

**DOWNLOADABLE SOFTWARE AUTHORISED
USER TERMS**

Revision Date: 06.12.2021



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

The downloadable decoder and encoder software (**Downloadable Software**) is provided by Harvest Technology Pty Ltd (ACN 52 601 194 138) (**Us, We, Our, Harvest**).

The Customer has entered into the Customer Agreement with Us, or one of Our resellers, which permits the Customer to access and use the Downloadable Software. The Customer Agreement also permits the Customer to nominate Authorised Users who will be permitted to access and use the Downloadable Software subject to those Authorised Users agreeing to, and complying with, Our Authorised User Terms.

The term '**You**' or '**Your**' refers to the individual user who is a party to this agreement. The Customer has nominated You to be an Authorised User, and has sent to You a link to an electronic file, from which to download the Downloadable Software.

Your access to, and use of, the Downloadable Software is governed by these terms. Please read and review these terms carefully. By clicking the 'accept' icon, You acknowledge that You have read and understood these terms and that they will constitute a binding agreement. If You do not agree to these terms, do not click on the 'accept' icon.

We may alter this agreement from time to time (including by adding terms to cover new functionality). You may be asked to accept new terms before You can continue to use the Downloadable Software. By clicking the 'accept' icon, You acknowledge that You have read and understood the new terms and agree that they will replace and supersede the previous agreement. If You do not agree to these new terms, We will not permit You to continue to have access to the Downloadable Software.

Background

The Downloadable Software allows You to stream live audio and video to Your hardware device from a site at which our associated hardware is used. You are an employee, contractor or client of one of Our Customers and Your details have been provided to Us by that Customer (either directly or via one of Our resellers). Your access to the Downloadable Software is determined by Our Customer.

These terms were last updated on December 6, 2021.

Definitions

1. In this agreement:

"Account" means the user account created by You in order to access and use the Downloadable Software as an Authorised User;

"Authorised User" has the meaning given to it in clause 3;

"Downloadable Software" means the electronic file provided by Harvest, that contains the software required to encode or decode streamed video or audio from associated hardware;

Confidential Information means any information (whether or not in material form) of whatever kind that:

- a. is by its nature confidential; or



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

- b. is designated by us as confidential; or
- c. You know or reasonably ought to know is confidential,

and includes the Downloadable Software.

“Customer” means the person (other than Us or Our resellers) who has entered into a Customer Agreement and has sent You an invitation to become an Authorised User;

“Customer Agreement” means a written agreement to access and use the Downloadable Software entered into by the Customer with Us or one of Our resellers;

“Loss or Claim” means any claim, demand, action, proceeding or judgment made, or damage, loss, cost, expense or liability incurred, however arising (whether in contract, tort (including negligence) or otherwise) and whether present or future, actual or contingent;

“Privacy Policy” means Our privacy policy available at [harvest.technology/terms-and-conditions](https://www.harvesttechnology.com/terms-and-conditions), as updated by Us from time to time;

“Related Body Corporate” has the meaning given to it in the *Corporations Act 2001* (Cth);

“Streamed Content” means the audio-visual content which the Customer causes to be streamed using the Downloadable Software.

Accessing and using the Downloadable Software

2. You can only access and use the Downloadable Software if You are an Authorised User, as defined below, and otherwise comply with these terms.
3. To become an authorised user, You must:
 - a. be invited by the Customer to receive the Downloadable Software;
 - b. be an employee, contractor or client of the Customer;
 - c. download and install the Downloadable Software on Your device;
 - d. receive and enter a unique software key from Harvest;
 - e. provide any details We may reasonably request; and
 - f. be over 18 years of age,

(Authorised User).
4. You acknowledge and agree that:
 - a. You have been nominated by the Customer, not Us, to be an Authorised User of the Downloadable Software; and



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

- b. You or the Customer are responsible for providing all equipment necessary to use the Downloadable Software, including a computer, modem, and internet access (including payment of all fees associated with such access).
5. Subject to the Customer's compliance with the Customer Agreement, and Your compliance with these terms, We grant to You a right to use the Downloadable Software for the Customer's internal business purposes.

Microphone and Camera Settings

6. The Downloadable Software requires the microphone on Your device to be turned on when streaming audio with the encoder or decoder software.
7. The Downloadable Software requires the camera on Your device to be turned on when streaming video with the encoder software.
8. The Downloadable Software allows You to adjust some audio and video settings directly through the software application.
9. You acknowledge and give Your permission for:
 - a. the Downloadable Software to access the microphone and camera settings in the operating system of Your device, when the Downloadable Software is in use; and
 - b. the Downloadable Software to access and turn on the microphone and camera settings in the operating system of Your device when You download the Downloadable Software.

Security and Passwords

10. You are solely responsible for maintaining the confidentiality of Your password(s) to the Downloadable Software.
11. You must not:
 - a. permit any other person to access the Downloadable Software using your access; or
 - b. share, transfer or assign Your access credentials to the Downloadable Software to any other person without Our prior written permission.

Conduct with the Downloadable Software

12. You must not whether during or after the term of this Agreement:
 - a. use the Downloadable Software for any purpose other than the Customer's internal business purposes;
 - b. reverse engineer, disassemble, or decompile the Downloadable Software, or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in the Downloadable Software;
 - c. create or attempt to create any competitive product or any service (or assist anyone else to do the same) which has features or functionality the same as or similar to the features and functionality of the Downloadable Software or copy any features, functions, graphics or interfaces of the Downloadable Software;



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

- d. use the Downloadable Software otherwise than as permitted under these terms;
 - e. use the Downloadable Software in a manner which causes damage to the Downloadable Software or any of Our equipment or infrastructure, or Our reputation or brand;
 - f. circumvent the user authentication process or security of the Downloadable Software; or
 - g. make any use of the Downloadable Software that violates any applicable law or regulation.
13. You must use the Downloadable Software in accordance with all applicable laws, rules and regulations.

Intellectual Property

14. You acknowledge and agree that intellectual property rights in the Downloadable Software are either the property of Harvest or has been licensed for use by Harvest.
15. You must not reproduce, modify, communicate, republish, upload, post, transmit, or distribute any part of the Downloadable Software in any form or by any means.
16. You acknowledge that “Harvest Technology”, “Infinity”, “Nodestream”, “Aversive”, and all other trade marks, trade names and other product and service names and logos used in relation to the Downloadable Software, are owned or licensed by Us and are protected by applicable trade mark and copyright laws.
17. We respect the intellectual property of others, and We ask You to do the same.

Streamed Content

18. You warrant and agree that:
- a. any act performed by You in relation to the Streamed Content is an act performed on behalf of the Customer;
 - b. the Streamed Content must not:
 - i. contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party;
 - ii. be unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic materials or otherwise violates Our policies as notified to the Customer or You from time to time; or
 - iii. victimise, harass, degrade, or intimidate an individual or group of individuals.

Privacy & Personal Information

19. You may be required to provide Your personal information to Us when You register to use the Downloadable Software, and in the course of accessing and using the Downloadable Software, which We deal with in accordance



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

with our Privacy Policy. If You don't provide Us with Your personal information, We may not allow You to use the Downloadable Software.

20. You must not provide Us with personal information about any individual unless You have the prior express consent of that individual to do so; and
21. Terms used in clauses 0 19 and 20 have the meanings given to them in the *Privacy Act 1988* (Cth).

Confidential Information

22. You must:
 - a. take all such reasonable precautions as may be necessary to maintain the confidentiality of Our Confidential Information;
 - b. not communicate or make available any Our Confidential Information to any person;
 - c. use Our Confidential Information for any purpose other than for the purposes contemplated in these terms;
 - d. immediately on Our demand:
 - i. deliver to us all Our Confidential Information which is capable of being transferred by delivery; and
 - ii. delete permanently all Our Confidential Information in electronic form stored on any computer or similar facility under Your control; or
 - e. not use Our Confidential Information for Your own gain, or in any manner which may cause Us loss.
 - f. not copy the Confidential Information without the Our prior written consent,
23. Your obligations under clause 22 do not apply to any Confidential Information which is lawfully in the public domain.
24. Your obligations under clause 22 survive the termination or expiry of this Agreement.

Exclusions and limitation of liability

25. The sole purpose of these terms is to permit You to access and to the Downloadable Software for the Customer's internal business purposes in accordance with the Customer Agreement. Accordingly, You acknowledge that Our liability in relation to the Downloadable Software is solely governed by the Customer Agreement.

Indemnity

26. You indemnify and hold Harvest, its Related Bodies Corporate, its directors, officers and employees, harmless from and against any and all Loss or Claims arising out of Your breach of these terms.

Termination and suspension

27. The Customer or You can deactivate Your access to the Downloadable Software at any time.



DOWNLOADABLE SOFTWARE AUTHORISED USER TERMS

28. We may limit, suspend or terminate Your access to the Downloadable Software at any time and without any prior notice, if You have breached these terms, or if We know of or suspect any fraudulent or dishonest activity in relation to Your Account or Your use of the Downloadable Software.
29. Your access to and use of the Downloadable Software will be immediately terminated if:
 - a. the Customer Agreement ends for any reason; or
 - b. You cease to be an employee, contractor or client of the Customer.
30. Your access to the Downloadable Software will also be suspended if the Customer's access is suspended.
31. On termination of this agreement for any reason, Your right to access and use the Downloadable Software immediately ceases.

General

32. This agreement constitutes the entire understanding between You and Us to the exclusion of any previous communications, representations or other terms.
33. We may, at any time and without the need for consent or approval from You, novate, assign or transfer all or any of Our rights or obligations under this agreement to any person.
34. You may not assign or transfer any of Your rights or obligations under this agreement.
35. We may give notice to You by either direct communication to the email address provided in Your Account or generally by publication of a generic message or broadcast notice via the Downloadable Software or information link accessible to and found on the Downloadable Software. You may give notice to Us by email at commercial@harvest-tech.com.au.
36. If any part of this agreement is void or unenforceable, that part will be severable from and will not affect the enforceability of the remaining provisions.
37. This agreement is governed by the laws of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia.