



HARVEST TECHNOLOGY PTY LIMITED

Network Services Terms

Revision Date: 28.07.2022



These Network Services Terms apply to all Network Services supplied to you, our customer (**You, Your**) by any of **Harvest Technology Pty Limited** ABN 52 601 194 138 of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, **Harvest Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, **Opsivity, Inc.** of 1155 SW Morrison St, Portland, Oregon, USA, and **Harvest Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia (**we, us, our**). These Network Services Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us.

1. Definitions

1.1. Capitalised terms are defined below or in our General Terms:

Acceptable Use & Fair Access Policy has the meaning given in clause 2.8.

Customer Group means You, Your related bodies corporate, and the officers, directors, employees, representatives, insurers, consultants and agents of all of the foregoing.

Facilities has the meaning given in clause 2.4.

Harvest Group mean us, our parent and related bodies corporate, and the officers, directors, employees, representatives, insurers, consultants, contractors, and agents of all of the foregoing.

Improper Illumination has the meaning given in clause 2.2(b).

Network Services means satellite, terrestrial or wireless services.

Network Services Supplier has the meaning given in clause 2.2.

Satellite Equipment means any equipment in the nature of satellite, terrestrial or wireless services.

Space Segment has the meaning given in clause 2.2.

Term means the period specified in a Quote.

2. Network Services

2.1. We will provide the Network Services to You for the Term. You acknowledge that we depend on third party suppliers for key components of the Network Services.

2.2. You acknowledge and agree that we do not own or operate satellite spacecraft that provide satellite based bandwidth (**Space Segment**) and that we are a reseller of Network Services purchased from a third party supplier (**Network Services Supplier**). You agree that we are not responsible or liable for any action, in-action or failure of performance on the part of our Network Services Supplier. Network Services are provided subject to the terms contained in agreements between us and the Network Services Supplier, as follows:

- (a) **Supplier Availability.** Network Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by us or a Network Services Supplier. Network Services may also be temporarily interrupted or curtailed due to modifications,



upgrades, repairs or similar activities of a Network Services Supplier. You agree that we have no liability for any Network Services Supplier networks.

- (b) **Improper Illumination.** Improper Illumination is defined as any of the following:
- (i) transmissions other than as specified in writing by Harvest;
 - (ii) transmissions of an incorrect frequency;
 - (iii) transmissions at excessive power levels; or
 - (iv) any illumination that could cause harm to or interference on any transponder or space segment on any satellite. We will, as soon as reasonably possible, notify You if we are informed of any Improper Illumination of any Network Services provided under this Agreement.
- (c) You will take immediate corrective action to stop the Improper Illumination. If capable, and as soon as capable, We, via our Network Services Supplier, will temporarily suspend, with no liability to You, any affected Network Services should You be unable to rectify the Improper Illumination within 4 minutes from notification of the Improper Illumination to You under this clause. Such affected Network Services will be suspended until You demonstrate to our sole satisfaction that the Improper Illumination is rectified.
- (d) You will be charged and will pay any amount that we are required to pay to our Network Services Suppliers or other telecommunications service providers under any supplier agreement due to any Improper Illumination attributable to You. We will timely inform You in writing of any liability we, or our Network Services Suppliers, incur as a result of such Improper Illumination.
- (e) You agree that it is Your responsibility to provide Us, on or before the date of supply, with telephone numbers at which we can contact You twenty-four hours every day, seven days per week, 365/366 days per year.
- (f) We have the right, in our sole discretion, to take immediate action without notice, including but not limited to suspending or terminating any affected Network Services, in order to protect our services and/or interests and those of our Network Services Suppliers.

Maintenance Windows

- 2.3. The Network Services Supplier may periodically be required to perform network maintenance, including but not limited to software/firmware upgrades, radio frequency equipment maintenance, teleport/hub upgrades, terrestrial interconnection upgrades, and other preventative maintenance, that may temporarily suspend the Network Service for You, while the network maintenance is being performed. The Network Services Supplier reserves Saturday between the hours of 12:00AM and 2:00AM Coordinated Universal Time (UTC) as the standard pre-scheduled Maintenance Window. We will make reasonable efforts to notify You in advance of the planned implementation of a Maintenance Window.

Harvest as Your agent

- 2.4. You may, subject to our consent, appoint us as Your agent for purposes of procuring related telecommunications services, in particular, local exchange, backhaul, interexchange, or bypass



carrier facilities (**Facilities**) to terminate Your calls to Your designated location. You will be responsible for payment for all such Facilities. Any appointment of us as Your agent for the purposes of this clause 6.4 must be in writing and signed by both parties. If You appoint us as Your agent, You will be liable and responsible for all actions and obligations incurred on Your behalf by Us in our capacity as Your agent pursuant to this clause and shall accept and pay us for all flow-through costs associated with such Facilities (or the termination of such services), including without limitation, all installation fees and monthly recurring fees, plus any applicable taxes.

Limitation of Liability for Third Party Suppliers and Facilities

- 2.5. In addition to clause 8 of the General Terms, You acknowledge and agree that We have no liability or responsibility for any third party suppliers (including Network Services Suppliers) or Facilities. Any service level parameters and related warranties, pricing, surcharges, outage credits, required commitments, termination liability and other terms relating to the Facilities are those of the third party provider or carrier of such Facilities, and not ours.

No 000 or Universal Emergency Telephone Number (UETN) Support

- 2.6. You acknowledge and agree that the Network Services us are not capable of, and do not support “000” (AUS.) or “911 / 112 / 999” (USA / Europe / UK) emergency calls or any other emergency telephone support services. Location and call-back telephone number information is not supported and will not be forwarded to any emergency call centre or public safety answering point. It is Your sole responsibility to provide Your end-users with an emergency call or support service. You agrees that we have no liability to You for emergency call or response services.

No Right of Resale

- 2.7. You agree that the Services provided by us are for Your exclusive use and may not be resold or otherwise re-distributed to any other persons without our prior written permission.

Acceptable Use

- 2.8. You will use the Network Services in accordance with the Network Services Provider’s Acceptable Use & Fair Access Policy (the current version of which is set out in Appendix 1) as amended from time to time (**Acceptable Use & Fair Access Policy**), and all applicable rules, laws and regulations. You will be liable for all use or misuse of the Network Services, irrespective of whether such use or misuse was authorised, fraudulent or otherwise. You must not resell or rent the Network Services or use the Network Services in an abusive or fraudulent manner, including, but not limited to the following:
- (a) accessing or attempting to access Network Services by using an unauthorised device;
 - (b) obtaining or attempting to obtain permission to use Network Services by providing false or misleading information;
 - (c) obtaining Network Services without having the intent to pay for the charges incurred;
 - (d) intentionally interfering with or causing disruption in the provision of Network Services to other customers of ours or the Network Services Supplier;
 - (e) using Network Services to further criminal activity, including making obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or



- to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
- (f) using Network Services in a manner that interferes with the use of services or equipment by one or more other customers of ours or the Network Services Supplier.

3. Connection to Third Party Satellite Equipment

- 3.1. If You connect Your own equipment to our network, You must provide us with specifications of Your equipment and facilities on request and ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Network Services, our network or our Suppliers' network(s), or any other services or customers of ours. You are responsible for the compatibility of your equipment with the network and it will be a breach of this Agreement if Your equipment fails to perform compatibly. You will provide and pay for all equipment and services required to connect Your equipment to the Network Services and our network.

4. Minimum Term, End-of-Term Options and Termination of Network Services

End-of-Term Notification

- 4.1. You must notify Harvest at least 90 days before the end of the Term of Your intent to terminate the Network Services.

Month-to-Month Service

- 4.2. If You fail to notify Us in accordance with clause 4.1, the Term will automatically continue on a month-to-month basis, until terminated by either party on 1 month's notice to the other party. Any partial months of service will be billed at the full monthly rate.

Requested Suspension of Network Services

- 4.3. You are responsible for giving us 30 days' notice at support@harvest-tech.com.au of any request to suspend Network Services. You acknowledge and agree that only requests received by us from an authorised representative of Yours will be processed by us. We will make reasonable endeavours to respond to Your request within one 1 business day. You will continue to be liable for payment of Network Services during any period of suspension, unless otherwise agreed to in writing with us.

Minimum term

- 4.4. Unless otherwise stated in the Quote, the minimum term of Network Services is 12 months from the date the Network Services commence.

Termination for Legal or Regulatory Requirements

- 4.5. In addition to our rights under the General Terms, we may, without liability whatsoever, suspend or terminate Network Services to You if we, or the Network Services Supplier, are lawfully ordered to cease operation of such Network Services by the Australian Communications Authority, a state or federal court of law, or any other lawful federal, state, or local governmental authority. If at any time during the Term, any equipment, facilities, or property used by Harvest to provide



Network Services to You are compulsorily acquired for a public or quasi-public purpose by a lawful power or authority, we will have the right, upon notice to You, to terminate the Network Services affected. In any of these events, we will bill You, and You will pay Us, for all outstanding charges accrued up to and outstanding on the date of such termination.

5. Disclaimer

- 5.1. Without limiting clause 7.1 of the General Terms, we do not warrant that the Network Services will meet Your requirements or that the operation of the Network Services will be uninterrupted or error-free. Any warranties given are provided solely to You, and we make no warranty of any kind to Your users or any other third parties.

6. Indemnity

Mutual Indemnity

- 6.1. Except as otherwise provided in this clause, we and You will protect, defend, indemnify and hold harmless each other from all third-party claims, demands, causes of action, losses and expenses (including reasonable attorneys' fees) of every type and character for personal injury, death or loss of or damage to property resulting from the indemnitor's negligence or wilful misconduct.
- 6.2. Where such third party's personal injury, death or loss of or damage to property results from the joint negligence or wilful misconduct of the parties, the indemnitor's duty of indemnification will be in proportion to its allocable share of joint negligence or wilful misconduct.
- 6.3. If either party is held strictly liable under any applicable law, the other party's duty of indemnification will be in the same proportion that its negligence or wilful misconduct contributed to the third party's personal injury, death or loss of or damage to property.
- 6.4. Where we are the indemnitor, the indemnitee is Customer Group, and where you are the indemnitor, the indemnitee is Harvest Group.

Customer indemnity

- 6.5. You will protect, defend, indemnify and hold harmless the Harvest Group and our suppliers (including the Network Service Providers) from and against any and all liability, claims, actions, losses, damages (including damage to property and personal injury) and expenses (including attorneys' fees) arising out of or relating to:
- (a) Your misuse of the Network Services; and/or
 - (b) Your breach of the Agreement, except to the extent such claims are based upon our gross negligence or wilful misconduct.

7. General

Anti-Corruption Compliance

- 7.1. Both parties will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws.



Export Control and Sanctioned Countries

- 7.2. You must strictly adhere to the requirements and restrictions of all applicable export and embargo laws and regulations in respect of the Network Services. You must obtain, at Your sole expense, all necessary licences, approvals, permits, consents and governmental authorisations that may be required for Your use of the Network Services. You may only use the Network Services in the region or with the satellite identified on the Quote. You may acquire the right to use the Network Services in other regions from us; however, an additional fee for reconfiguration and/or different price for the Network Services may apply.
- 7.3. For projects located outside of Australia, You acknowledge and agree to comply with all applicable laws, regulations and orders (including those of the United States, the United Nations, the United Kingdom, and the member states of the European Union and the European Free Trade Association) applicable to the export, re-export, transfer or resale of products or the provision of services and related technical data. No Services shall be used in any country where doing so is a violation of applicable law, and no Services shall be used by any person or entity identified on the any denied-persons list under any jurisdiction. Without limiting the foregoing, in no instance shall Services be used in the following countries without our express written consent, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorised by the applicable U.S. government authority: Cuba, Iran, Syria, Sudan and North Korea.

Local Jurisdiction

- 7.4. We will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, we will have no responsibility for fines associated with terminal seizure for legal ramifications of using Network Services in countries where it is prohibited. We recommend that you contact the embassy or trade office of the destination country prior to entry into that country.



Acceptable and Fair Use Policy

Introduction

Customers should be able to use our services to transact business and share information. However, there are certain rules on how services are used to protect the safety and rights of other users, the service provider and ensure that all legal obligations are adhered to. The Acceptable and Fair Use Policy explains what those rules are and what actions may be taken if customers breach them.

Policy

Respecting others

Everyone should be able to use the internet freely and safely. You mustn't use services to:

- promote or threaten violence towards anyone
- abuse or harass anyone, for example by making offensive, misleading or
- menacing comments (this includes to our staff)
- encourage hate, for example by making racist, sexist or discriminatory comments
- create a risk to the health or safety of any person

Respecting the law

You mustn't use services for anything illegal or unlawful. This includes, but is not limited to:

- providing us with false account information
- hacking or gaining improper access to someone else's information
- spamming
- transmission or storage of data infringing Australian laws, including
 - pornography and viruses
 - infringing copyright laws

Respecting Aurora and the underlying service provider

You mustn't use the service for anything that would adversely affect Aurora's network or reputation. This includes, but is not limited to:

- using services for other than their intended purpose, such as trying to bypass the service limitations
- using your service in a way that interferes with or poses a risk to the network or other customers' services
- Respecting data limits (if you have them)



- If you have a data-limited plan and you exceed your data use, your service may be “shaped”, or you may be charged for excess usage as per the contract. Some plans allow for an additional fee for extra data blocks.

What happens if you breach the policy?

If you have breached this policy, we may act. This includes:

- investigation of the breach (which may or may not involve contacting you)
- issuing a formal warning
- restricting access, with or without notice
- suspending or ending the service, with or without notice

If you have breached the law, Aurora is bound to report this to relevant authorities.

Reporting breaches

If you suspect you may have inadvertently breached this policy, or you wish to report someone else breaching this policy, please contact Aurora as soon as practicable.

Communications

This Policy is available on Aurora’s website, and may change from time to time. If there are substantial changes, Aurora will notify you directly.