

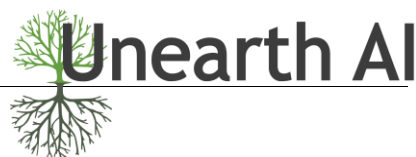


Platform Licence Agreement

Wild Mouse Pty Ltd
(*Unearth AI*)

The Licensee
(the *Licensee*)

Date:



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Document Revision History

Version	Status	Version Date	By	Summary of Change
0.1	Draft	19/06/2016	Brent McAlpine	First draft
0.2	Draft	22/06/2018	Brent McAlpine	Internal review CS, KF
0.3	Draft	20/05/2019	Brent McAlpine	Updated fees section
0.4	Draft	20/05/2019	Kevin Francis	Updated as Unearth AI



1 Details

Parties

Licensee	Name	Licensee
	ABN	[insert]
	Address	[address]

Wild Mouse	Name	Wild Mouse Pty Ltd
	ABN	80 604 448 919
	Address	Level 9, 401 Collins St Melbourne VIC 3000

Date of Agreement	See Signing Page
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2 Introduction

- A. Wild Mouse is the owner and licensor of a hosted software application and platform (Unearth AI) which, amongst other things, allows an organisation's information to be analysed, stored and processed using artificial intelligence. ("**Generic Platform**").
- B. Pursuant to the Platform Customisation Agreement made between the parties Wild Mouse has agreed to grant a licence to Licensee to use the Generic Platform together with Customisations and Enhancements (together the "**Unearth AI Platform**") in accordance with the terms of this licence agreement.

3 Definitions and Interpretation

It is agreed

Confidential Information has the meaning provided in clause 13.

Escrow Software has the meaning provided in clause **Error! Reference source not found.**

Intellectual Property Rights includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, trade, business or company names, trade secrets, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Agreement and whether existing in Australia or otherwise.

Licensee Concepts has the same meaning as in the Platform Customisation Agreement.

Licensee Data means data or other information in any format supplied by the Licensee to Wild Mouse for use in the Unearth AI Platform or for any other purpose agreed in writing by the parties and includes without limitation, the Licensee Test Data, any material existing before the date of this Agreement supplied by the Licensee to Wild Mouse, or third party data or material hosted on the Unearth AI Platform.

Licensee Test Data has the same meaning as in the Platform Customisation Agreement.

Platform Customisation Agreement means the agreement made between the parties dated [insert].

Support Agreement means the Unearth AI General Support and Service Agreement made between the parties dated [insert].

Virus means an unwanted and unauthorised computer program file capable of attaching to disks or other files and replicating itself repeatedly, typically without user knowledge or permission.

Warranty Period has the same meaning as in the Platform Customisation Agreement.

Words importing the singular include the plural and vice versa;

Headings are for convenience only and do not affect interpretation of this Licence;

A reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Licence;

Where any word or phrase is given a definite meaning in this Licence, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

A reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

A reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and

A reference to a body, whether statutory or not which ceases to exist; or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

4 Licence

- 4.1 Subject to clause 4.2, Wild Mouse grants to the Licensee for the Term (as specified in clause **Error! Reference source not found.**) a non-exclusive licence to use the Unearth AI Platform.
- 4.2 Unearth AI agrees that the Licensee may use the Unearth AI Platform as follows:
- a) The Licensee may allow all Licensee authorised employees, agents and contractors to use the Unearth AI Platform to carry out the Licensee's business
 - b) The Licensee and all third parties authorised by the Licensee may use the Unearth AI Platform to promote, market and sell Licensee Products.

5 Specific Restrictions

- 5.1 The Licensee, its employees, agents or contractors must not:
- a) rent, sub-licence, loan or remove any trademarks, logos or other identification of Unearth AI displayed on the Unearth AI Platform;
 - b) permit unauthorised persons to use or access the Unearth AI Platform;
 - c) copy, modify, adapt, merge, translate, reverse engineer or create derivative works based on the whole or any part of the Unearth AI Platform (excluding Licensee Concepts) except:
 - i) as permitted by law;
 - ii) as permitted by the Platform Customisation Agreement;
 - iii) as otherwise agreed in writing by the parties
- 5.2 For the avoidance of doubt Unearth AI acknowledges and agrees that this Licence does not confer any rights upon Unearth AI to licence any Licensee Concepts to any third party.

6 Unearth AI Platform Outputs

- 6.1 Wild Mouse agrees that all output from use of the Unearth AI Platform will be the proprietary and Confidential Information of the Licensee. Unearth AI must not use or disclose any output to any person without receiving the prior written permission of the Licensee.

7 Passwords, Login Rights and Access Codes

- 7.1 Wild Mouse will deliver to the Licensee all necessary passwords, login rights and access codes as specified in the Specifications contained in the Platform Customisation Agreement.

8 Licensee Data, Trademarks and Logos

- 8.1 The Licensee grants to Wild Mouse a non-exclusive, non-transferable licence to use the Licensee Data solely for the purpose of the implementation and operation of the Unearth AI Platform. Unearth AI must not rent, sub-licence, loan, copy, modify, adapt, merge, translate or create derivative works based on the whole or any part of the Licensee Data without the express written consent of the Licensee and must not remove any trademarks, logos or other identification of the Licensee displayed on any of the Licensee Data.
- 8.2 The Licensee grants to Wild Mouse a royalty free licence for the term of this Licence to use the Licensee's trademarks, logos and other proprietary material for the purpose of customising or branding the Licensee's Unearth AI implementation. Wild Mouse may request to use the Licensee's logo for marketing purposes, a requires that shall not be reasonably refused.
- 8.3 Wild Mouse acknowledges the Licensee's exclusive ownership and intellectual property in the Licensee trademarks, logos and Licensee Data and agrees not to contest in any legal proceedings or otherwise the proprietorship, ownership or rights of any nature whatsoever in the Licensee trademarks, logos or Licensee Data.

- 8.4 Wild Mouse agrees that:
- a) it may only use the Licensee trademarks, logos or Licensee Data in the manner prescribed by the Licensee and only while the Licence remains in force;
 - b) this Licence does not confer any interest in the Licensee trademarks, logos or Licensee Data other than the rights conferred herein.

9 Unearth AI Trademarks, Logos and Proprietary Material

- 9.1 Wild Mouse grants to the Licensee a royalty free licence for the term of this Licence to use 'Unearth AI' trademarks, logos and other proprietary material in a manner prescribed by Wild Mouse while the Licence remains in force.
- 9.2 the Licensee acknowledges Wild Mouse's exclusive ownership and intellectual property in the Unearth AI trademarks or logos and agrees not to contest in any legal proceedings or otherwise the proprietorship, ownership or rights of any nature whatsoever in the Unearth AI trademarks or logos.
- 9.3 The Licensee agrees that:
- a) it may only use the Unearth AI trademarks or logos in the manner prescribed by Unearth AI and only while the Licence remains in force;
 - b) this Licence does not confer any interest in the Unearth AI trademarks or logos other than the rights conferred herein.

10 Term

- 10.1 This Licence shall:
- a) commence on the date of Unearth AI Platform Go Live under the Platform Customisation Agreement; and
 - b) remain in force in perpetuity unless terminated by:
 - i) Unearth AI in accordance with clause 10.2;
 - ii) the Licensee in accordance with its rights under the Platform Customisation Agreement; or
 - iii) by operation of law.
- 10.2 Wild Mouse may terminate this Licence if the Licensee materially breaches any provision of this Licence and fails to remedy that breach or commence action to remedy that breach within 30 days after receiving written notice requiring it to do so.

11 Intellectual Property Rights

- 11.1 Title to and Intellectual Property Rights in Licensee Data shall remain vested in the Licensee. Wild Mouse may only use Licensee Data in accordance with this Agreement.
- 11.2 Title to and Intellectual Property Rights in the Unearth AI Platform, Customisations and Enhancements shall vest in Wild Mouse.

- 11.3 Each party must execute all documents and do all things reasonably required by the other party for the purposes of giving effect to this clause 11.

12 Intellectual Property Rights Warranty and Indemnity

- 12.1 Wild Mouse warrants that the Unearth AI Platform (excluding Licensee Data), does not infringe the Intellectual Property Rights of any person. Wild Mouse indemnifies and holds harmless the Licensee against any expense, cost, loss or liability in respect of a claim by a third party that the use of the Unearth AI Platform by the Licensee infringes the Intellectual Property Rights of any person.
- 12.2 the Licensee warrants that the Licensee Data does not infringe the Intellectual Property Rights of any person. The Licensee indemnifies and holds harmless Wild Mouse against any expense, cost, loss or liability in respect of a claim by a third party that the use of Licensee Data by Wild Mouse infringes the Intellectual Property Rights of any person.
- 12.3 In the event of a claim by a third party as contemplated under clauses 12.1 and 12.2 the party who is the subject of the claim must:
- a) provide written notice of the third-party claim to the other party as soon as possible;
 - b) allow the other party sole control of the defence or settlement of any such claim; and
 - c) provide such cooperation as the other party may require, provided it is reimbursed for all reasonable costs and expenses incurred in providing such cooperation.
- 12.4 The liability of the party providing the indemnity under clauses 12.1 and 12.2 will be reduced proportionally to the extent that any act or omission of the other party contributes to the cost, loss or liability.
- 12.5 Wild Mouse warrants that there are no materials within the Unearth AI Platform such as open source software, which have obligations attaching to them which require Unearth AI or any third party to disclose or is required to offer to disclose any source code or licence or offer to licence the Unearth AI Platform or any component thereof.

13 Confidentiality and Personal Information

- 13.1 Each party shall not, without the prior written approval of the other party, make public or disclose to any person other than a sub-contractor to enable it to perform its obligations relating to this Agreement, any of the other party's information which is marked as or is by its nature confidential ("Confidential Information") or any information related to this Agreement and, in giving written approval the other party may impose such terms and conditions as it thinks fit.
- 13.2 The obligations of each party under clause 13.1 shall not be taken to have been breached where the information referred to in those clauses is legally required to be disclosed.
- 13.3 Each party shall take all reasonable steps to ensure that its employees, agents or any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.
- 13.4 This clause shall survive the termination of this Agreement.
- 13.5 In this sub-clause 13.5 and the following sub-clause 13.6, personal information means information or an opinion (including information or an opinion forming part of the database

and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

13.6 Unearth AI agrees:

- a) to use personal information held by the Licensee:
 - i) only for the purposes of fulfilling its obligations under this Agreement; and
 - ii) in accordance with the Privacy Act;
- b) to cooperate with any reasonable demands or inquiries made by the Licensee on the basis of the exercise of the functions of the Privacy Commissioner under the Privacy Act including but not limited to, the issues of any guideline concerning the handling of personal information;
- c) to ensure that any person who has an access level which would enable that person to obtain access to any person information is made aware of, and undertakes in writing, to observe the National Privacy Principles referred to in the Privacy Act;
- d) to comply in so far as is practicable with any policy guidelines laid down by the Licensee or issued by the Privacy Commissioner from time to time relating to the handling of personal information.
- e) to comply as far as practicable with any reasonable direction of the Licensee's officers to observe any recommendation of the Privacy Commissioner relating to any acts or practices of Unearth AI that the Privacy Commissioner considers breach the Privacy Principles referred to in the Privacy Act.

14 GST

14.1 Unless otherwise expressly stated, all amounts payable under this Agreement are exclusive of GST.

14.2 In this clause

- a) capitalised terms that are not defined in this Agreement will have the meaning given to those terms in the GST Law, as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any replacement or amended legislation.
- b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
- c) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

14.3 If GST is imposed on a Taxable Supply made under or in connection with this Agreement by Unearth AI to the Licensee the price of the Taxable Supply shall be equal to the GST-exclusive consideration that the Licensee must pay to Unearth AI for the Taxable Supply under this Agreement increased by an amount (the GST Amount) equal to the amount of GST for which Unearth AI is liable under the GST Act in relation to that Taxable Supply.

14.4 Subject to clause 14.5, the GST Amount will payable at the same time and in the same manner as the GST-exclusive consideration for the relevant supply.

- 14.5 the Licensee shall not be required to pay the GST amount in relation to any Taxable Supply for which the payment is not a Royalty unless it has first received a Tax Invoice from Unearth AI in relation to the relevant Taxable Supply.
- 14.6 In relation to the issue of Tax Invoices for Taxable Supplies for which the Royalties are the prescribed payments:
- a) the Licensee must issue Recipient Created Tax Invoices (*RCTIs*). *RCTIs* must be issued within 10 Business Days of the effecting of the relevant policy of life insurance through the Unearth AI Platform;
 - b) Wild Mouse must not issue any Tax Invoice or Adjustment Note to the Licensee in respect of any Royalties, unless the Licensee is no longer permitted by law to issue *RCTIs* or Adjustment Notes in respect of Royalties;
 - c) each of the Licensee and Unearth AI warrants that it is registered for GST as at the date of this agreement, and agrees that it will notify the other party in writing as soon as practicable after it ceases to be registered for GST during the period in which the Licensee is to issue *RCTIs* under clause 14.6a);
 - d) the Licensee is not required to issue a document that would otherwise be an *RCTI* or an Adjustment Note for Royalties, and Unearth AI will be required to issue Tax Invoices or Adjustment Notes, if and when:
 - i) the Licensee is no longer permitted by law to issue *RCTI*'s in accordance with clause 14.6b); or
 - ii) notification is provided by either party in accordance with clause 14.6c).
- 14.7 Despite any other provision in this Agreement:
- a) if an amount payable under or in connection with this Agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise ("Amount Incurred"), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
 - b) any reference to this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.

15 Insurance

- 15.1 Without limiting Wild Mouse's obligations under this Agreement, Wild Mouse shall and shall ensure that any subcontractor under this Agreement shall, have and maintain with a reputable insurance company:
- a) Public liability and product insurance for an account of not less than \$10 million for any one occurrence;
 - b) Workers compensation insurance; and
 - c) Professional indemnity insurance to a value of \$5 million for any one occurrence.

- 15.2 Wild Mouse shall, on request, produce to the Licensee satisfactory evidence that it has the insurance cover referred to in clause 15.1.

16 Indemnity

- 16.1 Subject to the provisions of this Agreement each party (“the indemnifying party”) shall at all times indemnify, hold harmless and defend the other party, its employees and agents (“those indemnified”) from and against any cost, loss, expense or liability reasonably incurred or suffered by those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified, where such cost, loss, expense or liability was caused by any wilful, unlawful or negligent act or omission of the indemnifying party in connection with this Agreement.
- 16.2 The indemnifying party’s liability to indemnify those indemnified will be reduced proportionally to the extent that any act or omission of those indemnified contributed to the loss.

17 Liability

- 17.1 The liability of a party to the other party under this Agreement in respect of each occurrence giving rise to an action for breach of this Agreement or in tort (including negligence) or for any other common law or statutory cause of action arising out of the operation of this Agreement shall, except in relation to liability:
- a) for personal injury (including sickness and death);
 - b) for loss of, or damage to tangible property or data;
 - c) for loss of, or damage caused by a Virus or other destructive or disabling computer program or code;
 - d) an indemnity provided under clauses 14 or 16; or
 - e) for a breach of any obligation of confidence,
- be limited to \$5 million or the amount that the liable party can recover under policies of insurance it holds, whichever is the greater amount.
- 17.2 In clause 17.1, ‘occurrence’ means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

18 Payments on Termination

- 18.1 Where this Agreement terminates in whole or in part the Licensee shall immediately pay to Wild Mouse:
- a) all amounts then correctly invoiced to the Licensee but not yet paid;
 - b) an amount for any work performed which is properly payable since the date of the last correctly entered invoice to the date of termination; and
 - c) any Royalties properly owing up to the date of termination.

19 Warranty as to Agreement

- 19.1 Wild Mouse warrants that as at the date of execution of this Agreement:
- a) the constituting documents of Wild Mouse empower Wild Mouse to enter into this Agreement and to do all things which it can reasonably contemplate will be required by this Agreement;
 - b) all action has been taken by Wild Mouse requisite to the proper authorisation and execution of this Agreement to render the Agreement binding upon and legally enforceable against Wild Mouse in accordance with its terms;
 - c) to the knowledge and belief of Wild Mouse after having made diligent inquiry, this Agreement or the performance thereof as is in the reasonable contemplation of the parties:
 - i) has been sufficiently sanctioned by and complies with all necessary consents, registrations, approvals, licences or permits whether required by statute, regulation, governmental policy or administrative requirement or by any agreement, order or award binding upon Uneath AI; and
 - ii) does not violate any law, regulation, or government order or decree or any consent, registration approval licence or permit or any agreement order or award binding upon Wild Mouse.

20 Uneath AI Platform Warranty

- 20.1 Wild Mouse warrants that during the Warranty Period the Uneath AI Platform and System (including all Customisations and Enhancements) will comply with Specifications and will operate and be compatible with the Licensee Facilities.
- 20.2 If at any time during the Warranty Period the Licensee believes that there is a defect in the Uneath AI Platform or System such that the Uneath AI Platform or System does not comply with, or cannot be used in accordance with the Specifications referred to in the Platform Customisation agreement, the Licensee shall notify Wild Mouse of that defect.
- 20.3 The sole right or remedy of the Licensee (whether arising by statute or otherwise) for non-compliance with the Specifications during the Warranty Period and after the Uneath AI Platform and System have been accepted by the Licensee shall be, at the election of Wild Mouse, Wild Mouse:
- a) remedying any defect referred to in clause 20.2 on notification by the Licensee of that defect; or
 - b) paying for a third party to remedy the defect;
- at the cost and expense of Wild Mouse and within a time agreed between the parties, or if no time is agreed, within a time that is reasonable in all the circumstances.
- 20.4 If after a Warranty Period ceases the Uneath AI Platform or System (including all Customisations and Enhancements) do not comply with Specifications or operate and be compatible with the Licensee Facilities, then the Licensee:
- a) is entitled to request Support Services (if the Support Agreement remains in force); or
 - b) may request a Customisation,

to remedy the defect.

21 Dispute Resolution

- 21.1 The parties agree that any dispute arising during the course of this Agreement or in respect of any resultant requirement will be dealt with as follows:
- a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
 - b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
 - c) thirdly, the parties have ten (10) Business Days from the sending of the notice to reach a resolution or agree that the dispute will be submitted to mediation or some other form of dispute resolution procedure; and
- lastly, if:
- i) there is no resolution or agreement; or
 - ii) there is a submission to mediation or some other form of dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the fifteen (15) Business Days,
- then, either party may commence arbitration.
- 21.2 The parties shall submit to arbitration before one arbitrator, sitting in Melbourne, Australia.
- 21.3 Despite the existence of a dispute, each party shall continue to perform its obligations under this Agreement.
- 21.4 Each party to the dispute must bear its own costs in complying with this clause 21.

22 Applicable Law

- 22.1 This Agreement shall be governed by, and construed in accordance with, the laws of Victoria, Australia and the parties agree that the courts of that State shall have jurisdiction to entertain any action in respect of, or arising out of, this Agreement and hereby submit themselves to the jurisdiction of those courts.

23 Assignment

- 23.1 Wild Mouse may not sub-contract, transfer or assign any of its rights under this Agreement without the prior written consent of the Licensee, which consent is at the absolute discretion of the Licensee.
- 23.2 the Licensee may sub-contract, transfer or assign any of its rights under this Agreement:
- a) to a Related Body Corporate of the Licensee by giving notice in writing to Wild Mouse; or
 - b) to any other person with the prior written consent of Wild Mouse, which consent shall not be unreasonably withheld or delayed;

and in such circumstances

- c) the Licensee shall remain liable to Unearth AI for its obligations under this Agreement and such liability shall be joint and several with the Related Body Corporate of the Licensee;
- d) the Related Body Corporate of the Licensee shall not have the right to sub-contract, transfer or assign any of its rights under this Agreement, except by way of re transfer or assignment back to the Licensee.

24 Negation of Employment, Agency and Partnership

- 24.1 Neither party shall represent itself and shall ensure that its employees do not represent themselves, as being employees or agents of the other party.
- 24.2 Neither party shall by virtue of this Agreement or for any other purpose be an employee or, except as expressly specified in this Agreement, the agent of the other party and no partnership shall be deemed to arise between the parties as a consequence of this Agreement.
- 24.3 No part of this Agreement or the relationship between Unearth AI and the Licensee shall be construed as a 'work for hire' or similar relationship.

25 Notices

- 25.1 A notice or other communication which may be given to or served on Wild Mouse under this Agreement shall be deemed to have been duly given or served if it is in writing signed by the authorised representative of the Licensee and is either delivered by hand, posted or a copy transmitted electronically to Unearth AI at the address set out on page 5 of this Agreement.
- 25.2 A notice or other communication which may be given to or served on the Licensee under this Agreement shall be deemed to have been duly given or served if it is in writing, signed by the authorised representative of Unearth AI and is either delivered by hand, posted or a copy transmitted electronically to the Licensee at the address set out on page 5 of this Agreement.
- 25.3 A notice sent by post shall be deemed to have been given at the time when, in due course, it would have been delivered at the address to which it is sent.
- 25.4 A notice sent by facsimile transmission shall be deemed to have been given when the machine on which the notice is sent reports in writing that the notice has been transmitted satisfactorily.



Schedule 1 Licence Fee and Payment

- i) A consumption model will be applied. The cost of service can fluctuate monthly. It is determined by a combination of:
 - (1) The number of searches executed using the Unearth AI Platform
 - (2) The number of documents, system entries and database records ingested into the Unearth AI platform
 - (3) The number of hours of audio and video ingested into the Unearth AI Platform and played back as a result of search results
 - (4) The number of processes executed by the 'Take Action' components with the Unearth IA Platform.
- ii) Wild Mouse will provide a monthly or quarterly billing summary that details the usage costs and the key metrics described in Schedule 1i)
- iii) To protect against unexpected cost breakouts, Wild Mouse will provide a monitoring service to alert when customer defined usage thresholds **Error! Reference source not found**.have been reached.



Schedule 2 Signing Page

Executed as an Agreement.

Effective Date: dd/mm/2019

EXECUTED by **WILDMOUSE PTY LTD** in accordance with s.127 *Corporations Act 2001*:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

Date:

EXECUTED by **LICENSEE** [insert correct signature clause for Customer's structure]:

Signature of [Director]

Signature of [Director]

Name of [Director]

Name of [Director]

Date: