



AUSTRALIA LICENSE, SERVICE AND PRODUCT USAGE TERMS AND CONDITIONS

These License, Service and Product Usage Terms and Conditions (the “**Agreement**” or “**Terms and Conditions**,” which shall include any and all schedules, addendums, or attachments and order forms attached to this document, as well as all amendments or supplements of such documents and the Agreement) is entered into and effective as of date set out in the signature block to or as provided in the Order Form by and between Customer and Reseller (“**Order Form**”) and to which these License, Service, and Product Usage and Terms and Conditions are attached (such date, the “**Effective Date**”) and shall govern Customer’s use of the Deliverables. Company, Reseller and Customer at times are each referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

If you acquire the Deliverables as a consumer or small business in Australia, you have additional rights under the Australian Consumer Law as set out in Addendum B – Australian Consumer Law.

1. Definition of Services, Products, and Customers

- 1.1. “Anonymized Customer Data” has the meaning given to that term in Section 8.1.
- 1.2. “Australian Consumer Law” has the meaning given to that term in Section 11.1.
- 1.3. “Company” or “SwineTech” shall mean SwineTech, Inc., a Delaware corporation.
- 1.4. “Confidential Information” has the meaning given to that term in Section 4.4.
- 1.5. “Consumer” has the meaning given to that term in Section 11.3.
- 1.6. “Customer,” as used in this Agreement, shall mean the third-party as described in the Order Form to which these Terms and Conditions are attached.
- 1.7. “Customer Data” has the meaning given to that term in Section 8.1.
- 1.8. “Deliverables” shall mean the Services and Products.
- 1.9. “GST” has the meaning given by section 195-1 of the GST Act or any replacement or other relevant legislation and regulations.
- 1.10. “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.11. “GST Amount” has the meaning given to that term in Section 6.6.
- 1.12. “Initial Term” has the meaning given to that term in Section 7.1.
- 1.13. “Intellectual Property” has the meaning given to that term in Section 4.1.
- 1.14. “Network Equipment” shall mean that certain equipment the tangible and intangible equipment installed by Reseller aimed to allow the Services and Products to function on the Customer’s buildings, real estate, and equipment.
- 1.15. “Personal Information” has the meaning given to that term in Section 4.4 and includes the meaning given to that term in the *Privacy Act 1988* (Cth).
- 1.16. “PigFlow” shall mean the web application and software, operated and maintained by Company, but sold by Reseller, which may be updated from time to time in accordance with this Agreement.
- 1.17. “Proprietary Information” has the meaning given to that term in Section 4.3.
- 1.18. “Purchase Price” has the meaning given to that term in Section 5.1.
- 1.19. “Repair” shall mean the repair of the Products either within or outside of the express warranty period described within this agreement. Such services, whether paid for or provided complimentary due to warranty issues are governed by the terms and conditions within this document.
- 1.20. “Reseller” shall mean that certain third-party that has

entered into contractual relationship with Customer to provide the Network Equipment and to sell Company’s Services directly to Customer.

- 1.21. “Reseller Agreement” means that certain agreement by and between Customer and Reseller.
- 1.22. “Sensitive Information” has the meaning given to that term in the *Privacy Act 1988* (Cth).
- 1.23. “Small Business” or “small business” has the meaning given to that term in Section 11.4.
- 1.24. “Software Products” or “Products” shall mean those web applications and software, operated and maintained by Company and sold or licensed to Customer by Reseller on Company’s behalf pursuant to an Order Form, including without limitation PigFlow.
- 1.25. “Software Subscription Services” or “Services” means PigFlow and any other software as a service product provided to Customer under this Agreement..
- 1.26. “Submitted Content” shall mean the data and content, including without limitation, certain data processed by the Products or Services as part of operating the Products and Services.
- 1.27. “Subscription Renewal Term” has the meaning given to that term in Section 7.1.
- 1.28. “Termination Fee” has the meaning given to that term in Section 7.2.
- 1.29. “Trade Secrets” has the meaning given to that term in Section 4.1.
- 1.30. “Training” or “Technical Support” or “Onboarding” shall mean the initial or follow-on training to Customer to ensure safe, reliable and effective usage of the Deliverables in addition to the technical support to address questions or technical issues that may arise out of operating the Products and Services provided by Company or Reseller.
- 1.31. “Website Policy” or “Website Policies” has the meaning given to those terms in Section 3.1.

2. General Use; Use Restrictions; Company Policies.

- 2.1. Subject to the terms and conditions set out in this Agreement or as may be further limited in the Reseller Agreement, Customer is hereby granted a restricted, limited, non-transferable, non-exclusive royalty-free license to use the Intellectual Property (as defined in Section 4.1 below) contained in or necessary for the intended use of the Products in Australia. Any license granted to Customer under this Section 2.1 is subject always to the following terms: (a) such use shall be limited to the use agreed to at the time this Agreement was executed; (b) Customer’s rights are personal, non-transferable, non-sub licensable, non-exclusive, which means, without limitation, that Customer may not sell or otherwise transfer the Intellectual Property or the Products to any other person or

organization; (c) repairs, alterations, or modifications done by Customer or third-party that are not in accordance with the terms of this Agreement or otherwise authorized by Company in writing shall invalidate any warranty and performance specifications of any processing service relating to the Products to the extent those processing services were affected by the repairs, alterations or modifications; (d) access to certain Products may be terminated and this license revoked by Company or Reseller upon any material breach by Customer of this Agreement in accordance with Section 7; (f) Customer shall, when using the Deliverables, not use software or firmware that materially interferes with Reseller or Company's ability to provide the Products; and (g) Customer shall not use, modify, or adjust the Network Equipment in any manner that materially interferes with the Reseller's or Company's ability to provide the Deliverables.

2.2. The Deliverables and all use of the Deliverables may use third party components that are subject to third party license terms and conditions. A list of these third party license terms and conditions are located at <https://swinetechnologies.com/legal/> (such site, the "**Legal Site**"). To the extent required by these third party license terms and conditions, those third party components are licensed to Customer directly by the relevant licensor under a separate agreement between Customer and the licensor or are sublicensed to Customer by Company under this Agreement.

2.3. Customer shall not: (a) alter, modify or adapt the Deliverables including, but not limited to, translating or creating derivative works of the Deliverables; or (b) distribute, resell, permit access to, publish, commercially exploit, disclose or otherwise transfer or make the Deliverables available to any other person or organization. Customer agrees to use the Deliverables only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Customer shall have no intellectual property rights or rights or license of any kind with respect to the Deliverables other than as set out in this Agreement. Customer agrees that, upon reasonable notice during the term of this Agreement, Reseller and/or Company may, at its sole discretion, reasonably request documentation from Customer to confirm that Customer is in compliance with the terms and conditions of this Agreement. If Company or Reseller is required to bring any action or suit to enforce Customer's obligations under this Agreement or to pursue any remedies Company or Reseller may have for Customer's breach of this Agreement, Company and/or Reseller shall be entitled to recover from Customer, in addition to any other rights and remedies it may have, all reasonable costs and expenses incurred by Company and/or Reseller as a result of Customer's breach of this Agreement, including all attorneys' fees for such suit and/or enforcement.

3. Company Policies

3.1. Customer agrees to abide by and accept the following policies and terms of use of Company (collectively, the "**Website Policies**", each a "**Website Policy**"): (A) Company's privacy policy located at the Legal Site; (B) Company's terms of use for the Deliverables located at the Legal Site; (C) and such other policies, term, and notices as may be found on the Legal Site.

3.2. Customer acknowledges and agrees that Company may modify or vary the terms of a Website Policy where: (A) the modification or variation is reasonably necessary to protect Company's legitimate interests; (B) the variation is reasonably necessary to achieve the purposes of this Agreement including where necessary to the performance of the Parties of their respective obligations under this Agreement; or (C) where upgrades or updates to the Deliverables, or Company's business operations, occur, provided always that Company's rights under this Section 3.2 will not

be exercised capriciously, arbitrarily or for a purpose other than those set out above.

3.3. Company or Reseller will give notice to Customer of any changes to its Website Policies and Customer's continued access of the website and the Deliverables constitutes Customer's assent to any changed terms of any of the Website Policies.

3.4. If any criteria in Section 3.2 is deemed to be unfair, uncertain or unenforceable in respect to such modifications or variations of a Website Policy, to the extent possible that criteria is to be severed from Section 3.2 in respect to that modification or variation of the Website Policy.

4. Proprietary and Confidential Information

4.1. **Company's Ownership of Intellectual Property.** Unless specifically provided in Section 2 above, Company retains all of its right, title and interest in all now known or hereafter known or developed tangible and intangible intellectual property, including without limitation, all: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy ("**Trade Secrets**"); (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force (including any rights in any of the foregoing); and (g) all Proprietary Information (as defined herein) of the Company (collectively, "**Intellectual Property**"). Customer agrees not to prejudice or impair the interest of Company in any of its Intellectual Property. At no time may Customer challenge or assist others to challenge any of Company's Intellectual Property or the registration thereof by Company, save that nothing in this Section 4.1 shall apply to the extent that the inclusion of this limitation on Customer breaches any prohibition on unfair contract terms under the Australian Consumer Law.

4.2. **Proprietary Information.** Each Party agrees to hold in confidence all Proprietary Information (defined in Section 4.3 below) that it receives from the other Party. Each Party shall not disclose any of the other Party's Proprietary Information to any party or person whatsoever other than to its respective employees or agents who have a need to know such Proprietary Information consistent with the purpose for which it was disclosed. Each Party shall not use, directly or indirectly, any of Company's Proprietary Information for any purpose other than the purpose for which it was disclosed. Each Party shall not use, directly or indirectly, under any circumstances, any of the other Party's Proprietary Information for any purpose that is in any way detrimental to the disclosing Party. This includes, but is not limited to, contracting with the other Party's employees, consultants, contractors, vendors or partners to provide services to such Party similar to those provided to pursuant to this Agreement. Each Party shall take reasonable precautions to protect the confidentiality and value of the other Party's Proprietary Information, including

measures to prevent loss, theft and misuse. Each Party shall immediately give notice to the other Party of any unauthorized use or disclosure of the other Party's Proprietary Information. Each Party agrees to assist the other Party in remedying any unauthorized use or disclosure of Proprietary Information caused by such Party. Each Party acknowledges expressly that each and every one of its employees, contractors and agents are bound to the terms and conditions of this Section 4.2.

4.3. Definition of Proprietary Information. Proprietary Information means Confidential Information (defined below) and Trade Secrets (defined above), whether in written, oral, electronic or other form, furnished, transmitted to, observed or obtained by one of the parties. The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and a Party is not restricted as to its use or disclosure: (a) information already in the possession of, or already known to, the Party as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties or with any other person; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Party; (c) information lawfully furnished or disclosed to the Party by a non-party to this Agreement without any obligation of confidentiality; (d) information independently developed by any Party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by the other Party.

4.4. Definition of Confidential Information. Confidential Information means confidential information identified on, in or constituting: all confidential strategic and development plans, financial information, results of the Services and Products, business plans, information about parent, subsidiaries or sister companies, co-developer identities, data, business records, client lists, identity of vendors and partners, policy information, personally identifiable information ("**Personal Information**"), personal financial information or personal health information (as those terms are defined by governing law) or Sensitive Information, product designs, test data, project records, market reports, investor information, know-how, discoveries, ideas, concepts, specifications, models, diagrams, methodologies, research, technical and statistical data, drawings, models, flow charts, work-flow, marketing, pricing, selling, distribution, database descriptions, software code, source code, object code, Intellectual Property, and any and all other tangible or intangible information, other than Trade Secrets, encompassed in any medium, which may be disclosed, whether or not in writing, whether or not marked as "**Confidential**" or "**Proprietary**" by a Party or to which a Party may be provided access to by the other Party in accordance with this Agreement, or which is generated or learned as a result of or in connection with the Deliverables and is not generally available to the public.

4.5. Return of Proprietary Information. Upon written request of the disclosing Party, the receiving Party shall promptly return or destroy (as directed by the disclosing Party) all Proprietary Information received from such disclosing Party, including all copies thereof. Upon the request of disclosing Party, the receiving Party shall furnish to Company an affidavit providing assurances as to the return or destruction of such Party's Proprietary Information.

4.6. Disclosure Required by Law. A disclosure of Proprietary Information in response to a valid order by a court or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, such Party shall provide prompt written notice to the party that disclosed the Proprietary Information and reasonably cooperate with Company in seeking a protective order or preventing disclosure.

4.7. Ownership. Except as specifically provided otherwise in

this Agreement, all materials, including Deliverables or Proprietary Information, transmitted from disclosing Party to the receiving Party, are to remain the sole and exclusive property of the disclosing Party. Except for the licenses or ownership rights granted pursuant to this Agreement, this Agreement and transmission or disclosure of any Proprietary Information from the disclosing Party to the receiving Party does not grant the receiving Party a license or ownership of any type.

4.8. Survival of Obligations. All obligations and restrictions of confidentiality and ownership of Proprietary Information under this Agreement are to survive the termination of this Agreement.

4.9. Responsibility for Affiliates and Representatives. The receiving Party of Proprietary Information is solely responsible for any breach of this Agreement by its representatives including, without limitation, any improper use or disclosure by its representatives of the disclosing Party's Proprietary Information. A receiving Party may disclose Proprietary Information to its representatives who in such Party's reasonable judgment have the need to know such information in connection with this Agreement. Each Party shall inform its representatives of the confidential nature of such Proprietary Information, shall direct them to hold Proprietary Information in strict confidence, shall take all reasonable precautions to prevent improper use of Proprietary Information by them, and shall be responsible for any breaches by them of the terms found in this Agreement.

4.10. Certain Rights Granted to Company. Upon the Customer's consent, which shall not be unreasonably withheld, Company shall have the right and license to use Customer's name and logo on its marketing and promotional material, including on its website and customer lists. Company shall have the right to make certain press releases available to the general public regarding the Deliverables provided by Company to Customer, provided the press release must be provided to Customer in advance and receive Customer's consent to publish, which consent shall not be unreasonably withheld. Customer acknowledges and agrees that Company may collect and retain aggregate non-identifiable data derived from performance of Products and Services in accordance with Company's privacy policy and terms of use (each located at the Legal Site). Customer acknowledges and agrees that, except as specifically provided in this Agreement, an Order Form or as otherwise agreed between the Parties, Company owns the Deliverables, and Customer grants to Company a non-exclusive, unrestricted, irrevocable, transferable, worldwide, and perpetual license to use all Submitted Content in accordance with the terms of this Agreement, including without limitation Section 6.2 herein.

5. Price and Payment Terms; Disputes

5.1. Price and Payment Terms. Customer shall pay to Reseller the amounts set forth on the Order Form for the Deliverables (together, the "**Purchase Price**") and such Purchase Price shall be due and payable according to the terms of the Order Form.

5.2. Expenses. Unless otherwise provided on the Order Form, Customer shall be responsible for expenses incurred by Company or Reseller (including travel and lodging) in providing the Services and Deliverables, as described on the Order Form and as agreed between the Parties.

5.3. Enforcement Costs. Provided that Reseller or Company has given Customer advance notice of Customer's default or breach and set out a requirement for Customer to remedy that breach, or the breach is not one capable of being remedied, under this Agreement and Customer remains in default or breach **thirty (30)** days after that notice, then Customer acknowledges that Reseller and/or Company may recover from Customer all reasonable costs and expenses, including court costs and attorneys' fees, incurred by Reseller and/or

Company in collecting any fees owed to it under this Section 4.1 or enforcing its rights under this Agreement following such Customer breach.

5.4. Disputes of Collected Fees of Invoiced Amounts. To the extent Customer disputes any amounts due and owing on any invoice provided to Customer, Customer shall dispute such amounts within **thirty (30)** days after receipt of the invoice or, if later, after Customer becomes aware of the circumstances giving rise to such dispute, and to the extent Customer does not meet such deadline date to dispute any charges or fees, Customer shall have waived all rights to contest such fees and charges.

6. GST and Other Taxes.

6.1. Unless otherwise provided in this Agreement, terms used in this Section 6 have the meanings given to those terms by the GST Act.

6.2. A reference in this Section 6 to a liability of a party to pay GST or an entitlement of a party to input tax credits includes a reference to GST payable by, or an input tax credit entitlement of, the representative member of a GST group to which that party is a member.

6.3. Where required to give practical effect to this Section 6 (and despite Section 6.1), a recipient includes any party to this agreement that is required to provide consideration and a supplier includes any party to whom consideration must be provided (even if there is never any supply).

6.4. Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) is treated as if it were a separate supply.

6.5. Unless expressed to the contrary in this Agreement or an Order Form, all prices and amounts (including any monetary or non-monetary consideration required to be provided under this Agreement) are exclusive of GST.

6.6. If GST is payable in respect of a supply made under or in relation to this Agreement, the recipient must pay to the supplier an amount ("**GST Amount**") equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as any consideration for the supply, provided the supplier has given the recipient a tax invoice.

6.7. Without limiting Section 6.6, if a party (the **payer**) is required to reimburse another party (the **payee**) for a cost (e.g., if the payer is obliged to pay the payee's legal costs), or a payer is obliged to make a payment to a payee under an indemnity, the reimbursement or indemnity is for the payee's cost inclusive of GST but excludes any GST component of the cost for which the payee is entitled to claim an input tax credit.

6.8. If an adjustment event arises in respect of a taxable supply, the GST Amount payable by a recipient under Section 6.6 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier, or by the supplier to the recipient, as the case requires.

6.9. Except as set out in this Section 6, Customer shall be solely responsible for all other taxes, charges, fees, levies, customs, duties, national insurance or other such withholdings, costs or contributions which may be payable out of, or as a result of the receipt and use by it of the Services and the Deliverables.

6.10. All sums payable by Customer under this Agreement to Reseller shall be paid free and clear of all deductions and withholdings but if a deduction or withholding is legally required to be made by Customer then Customer shall pay to Reseller such sum which, after such deduction or withholding has been made by Customer, results in a net payment to Reseller equal to the amount due under this Agreement.

6.11. If any sum payable under this Agreement by Customer is

subject to any taxes in the hands of Reseller then Customer shall pay to Reseller such additional sum as will after such taxes leave Reseller with the same sum as Reseller would have received in the absence of such taxes.

7. Termination.

7.1. Term. Unless specifically provided otherwise in the Order Form, the initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and will terminate on the first annual anniversary of the Effective Date. Following the expiration of the Initial Term, the Agreement may be renewed by Customer for successive **one (1)** year terms (each, a "**Subscription Renewal Term**") by providing notice to Reseller of its intention to renew the Agreement at least **thirty (30)** days prior to the end of the Initial Term or Subscription Renewal Term.

7.2. Termination. Any Party may terminate this Agreement by giving **thirty (30)** days' written notice to the other party. To the extent Customer terminates this Agreement pursuant to this section, such Customer hereby acknowledges and agrees to pay a one-time termination fee equal to the total remaining payments that were otherwise due until the end of Initial Term or any Subscription Renewal Term (the "**Termination Fee**"), with such Termination Fee being due and payable as of the termination date and the Parties agree that this fee is calculated on the basis of it being a reasonable and genuine pre-estimate of the loss that would be suffered by Reseller and Company for Customer's such early termination.

7.3. Termination for Material Adverse Event. Except for Customer's non-payment for Services provided under this Agreement, which default shall only require five (5) days written notice, either Party may terminate this Agreement on giving thirty (30) days' prior written notice to the other Party if, in the reasonable opinion of that Party acting reasonable, there occurs an event, condition or change which materially and adversely affects or could reasonably be expected to materially and adversely affect that Party's: (A) the benefit derived by that Party under this Agreement; (B) ability to perform its obligations under this Agreement; or (C) ability to enforce its rights or remedies under this Agreement. Notwithstanding the foregoing, if the non-terminating Party cures the default or condition causing the material adverse event prior to the end of such notice period, then this Agreement shall continue in full force and effect.

If this Agreement is terminated under this Section 7.3, each Party shall bear its own costs and losses arising from that termination. This Section 7.3 shall take precedence over any contrary or conflicting provision elsewhere in this Agreement.

7.4. Return of Products. Upon the expiration or termination of this Agreement, such Customer will promptly return to Company all Products delivered to Customer by Company under this Agreement that were not purchased by Customer.

8. Customer Data

8.1. Company has no obligation to retain any of Customer's data that has been provided by Customer to Company or generated through Customer's use of the Deliverables ("**Customer Data**") after the termination of this Agreement, for whatever reason. Company may irretrievably delete Customer Data in Company's possession at any time after **thirty (30)** days following the termination of this Agreement.

8.2. Customer hereby grants and assigns to Company, a worldwide, royalty-free, irrevocable, perpetual and non-exclusive license, with the right to sublicense and transfer, the rights to use and

disclose the Customer Data on an anonymous basis (“**Anonymized Customer Data**”) in any manner Company chooses, and to display, perform, copy, make, have made, use, sell, and otherwise dispose of any Company’s products embodying the Anonymized Customer Data in any manner without payment to Customer. Customer has no rights to any future uses of or value derived by Company from the Anonymized Customer Data.

9. Customer Representations and Warranties and Covenants

Customer represents, warrants, and agrees (each as applicable) to Company and Reseller that: (A) this Agreement and performance by Customer of its obligations hereunder shall not be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Customer is bound; (B) to the extent Customer or its staff receives any Training, Customer agrees that it will ensure all staff using the Deliverables are included in such Training, and Customer shall use the Deliverables in accordance with the manuals and specifications, to the extent provided by the Company; (C) Customer shall provide Company and Reseller with all necessary cooperation in relation to this Agreement and all necessary access to such information as may be required by Company in order to render the Services or to provide the Deliverables; (D) Customer shall carry out all of Customer’s responsibilities set out in this Agreement in a timely and efficient manner, and in the event of any delays in Customer’s provision of such assistance as agreed by the Parties not being caused by Company or Reseller, Company and Reseller may adjust any agreed level of Deliverables reasonably necessary to meet Company or Reseller’s obligations under this Agreement as modified to account for such delay; (E) Customer shall be responsible for its own reliance on, and assessing the suitability for its business of, the results obtained from its use of the Deliverables; (F) Customer shall only use Deliverables purchased from Company or Reseller with hardware, software, or other products that are either purchased directly from Company or Reseller, or do not materially interfere with Company’s ability to provide the Deliverables; (G) Customer shall ensure that appropriate biosecurity protocols are observed at all times, and that all Deliverables provided by Company will be used solely by Customer and no other third-party; (H) Customer has the necessary authority, licenses and other permissions to conduct the business in which it is currently engaged and is in compliance with all applicable laws. Customer further represents and warrants that it has the legal capacity to agree to the terms of this Agreement, perform its obligations under it, has obtained and shall maintain all necessary authorizations or registrations from appropriate authorities to carry out the Customer’s activities contemplated in this Agreement, and its entering into this Agreement will not violate any applicable law or regulation. Customer shall promptly notify the Reseller and Company of any restrictions imposed by law on the use of the Deliverables by Customer or use of the Submitted Content by the Company in accordance with the terms of this Agreement.

10. Deliverables Representations and Warranties

10.1. Reseller represents and warrants to Customer that: (A) performance by Reseller of its obligations hereunder shall not be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Reseller is bound; the Deliverables shall be performed and/or provided in a diligent, timely, technically competent and professional manner; and (C) Reseller will provide Customer an email address to send support inquiries for the Deliverables, provided however, Support will be provided according to the terms provided in the service level agreement or commitments

(a copy of which is attached to this Agreement as Addendum A and may be attached to any Order Form). For the avoidance of doubt, Customer specifically acknowledges and agrees that support relating to the Deliverables shall be provided by the Reseller unless specifically provided otherwise. From time to time, Company may perform scheduled and/or unscheduled maintenance to correct, modify, or enhance the Products. During such maintenance, all or selected portions of the Deliverables may be unavailable. Reseller or Company will notify Customer of any scheduled maintenance and work in good faith to minimise the non-availability of Deliverables. Except as specifically provided for in this Agreement and except for any liabilities caused by the mistake, negligence, fraud or wilful misconduct of Company or breach by Company of this Agreement and except to the extent that Company would be in breach of the Australian Consumer Law, Company will not be held liable for such downtime of the Deliverables.

10.2. Where Company corrects, updates, modifies or enhances the Products pursuant to Section 10.1, Customer may terminate this Agreement in writing with no cancellation fee to Reseller if a material feature of the Products is changed, discontinued or removed by Company and this has more than a minor detrimental impact on Customer.

11. Australian Consumer Law

11.1. **Definitions.** For the purposes of this Agreement, the **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

11.2. **Acquiring Products as a Consumer.** If Customer acquires the Deliverables in Australia as a consumer under the Australian Consumer Law, which can include individuals or businesses or other entities of any size, this Agreement is subject to the additional rights Customer has under the Australian Consumer Law including those set out in Addendum B – Australian Consumer Law.

11.3. **Meaning of Consumer.** A consumer under the Australian Commercial Law is a person who acquired goods and services and: (a) the amount paid or payable by that person is equal to or less than UD\$100,000; or (b) they were of a kind ordinarily acquired for personal, domestic or household use or consumption, other than for the purpose of re-supply or using them up or transforming them in trade or commerce to product or manufacture or to repair or treat other goods or fixtures on land.

11.4. **Meaning of Small Business.** A person or entity is a small business under the Australian Commercial Law if that person or entity acquired goods and services and: (a) at the time of entering into the contract, at that person or entity is a business that employs fewer than 20 persons; and (b) either (i) the upfront price payable under the contract does not exceed \$300,000; or (ii) the contract has a duration of more than 12 months and the upfront price payable under the contract does not exceed \$1,000,000.

11.5. **Australian Consumer Law.** Nothing in this Agreement applies where it would exclude, restrict or modify any right or remedy Customer may have under the Australian Consumer Law if such right or remedy cannot lawfully be excluded, restricted or modified.

12. Indemnity

Customer agrees to indemnify and hold harmless Company, its employees, contractors, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Company sustains or incurs as a result of any third-party claim against Company caused by (i) Customer’s material breach of its obligations under this Agreement, except to the extent that Company contributed to Customer’s such material breach, or (ii)

Customer's gross negligence or intentional misconduct.

13. Limited Warranty; Disclaimers; Limitation of Liability; Remedies

13.1. For the avoidance of doubt, Customer acknowledges and agrees that any liability or claims relating to the Network Equipment shall be between Reseller and Customer and Company shall have no liability or obligations regarding such Network Equipment.

13.2. EXCEPT THAT NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY WARRANTIES, GUARANTEES, RIGHTS OR REMEDIES WHICH CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW:

(A) EXCEPT FOR THE REMEDY SPECIFICALLY SET OUT IN THIS SECTION 13.2, CUSTOMER WAIVES ANY AND ALL OTHER RIGHTS AND REMEDIES THAT CUSTOMER MAY OTHERWISE BE ENTITLED TO UNDER LAW AS A RESULT OF RESELLER OR COMPANY'S BREACH OF THE LIMITED WARRANTY SET OUT IN SECTION **Error! Reference source not found.** ABOVE; AND

(B) EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF COMPANY CONTAINED IN THIS AGREEMENT, THE DELIVERABLES ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND ABOUT THE DELIVERABLES, OR THE ACCURACY OR COMPLETENESS OF THEM, OR THE RESULTS TO BE OBTAINED BY THE USE OF THEM OR ANY OTHER MATTER. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR STATUTORY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY OTHERWISE DOES NOT WARRANT THAT THE DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE DELIVERABLES WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.

(C) COMPANY AND RESELLER DO NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY DELIVERABLES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS (UNLESS SPECIFICALLY PROVIDED IN THIS AGREEMENT).

13.3. EXCEPT WHERE SECTIONS 11.2 AND 11.5 CHANGE THE POSITION BELOW:

(A) IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE OF THE OTHER PARTY.

(B) EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO COMPANY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY COMPANY, COMPANY'S TOTAL LIABILITY TO CUSTOMER HEREUNDER UNDER ANY OTHER THEORY OF LIABILITY IS LIMITED TO THE AGGREGATE AMOUNTS PAID TO COMPANY FROM CUSTOMER FOR THE DELIVERABLES, WHICH FOR THE AVOIDANCE OF DOUBT SHALL NOT INCLUDE ANY AMOUNTS KEPT BY RESELLER.

13.4. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER THIRD PARTY COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH

COMMUNICATIONS FACILITIES. EXCEPT WHERE SECTIONS 11.2 AND 11.5 CHANGES THE POSITION BELOW, COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, EXCEPT TO THE EXTENT CAUSED OR CONTRIBUTED TO BY THE MISTAKE, NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY COMPANY.

14. Miscellaneous Provisions

14.1. Assignment. This Agreement shall not be assigned or transferred by Customer without prior written consent of Reseller, which consent shall not be unreasonably withheld. This Agreement shall be binding on the parties signing the Order Form and their successors and permitted assigns and Company shall be a beneficiary of any rights or protections provided to Company herein.

14.2. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of Victoria, Australia without regard to its conflict or choice of laws principles. Any action brought in connection with this Agreement, its terms or the enforcement thereof shall be brought solely in the Federal or State courts located in Victoria, Australia.

14.3. Notices. All notices relating to the Deliverables, if given to Cmppany, must be in writing, sent to: SwineTech, Inc.; Attn: President; 100 Cedar Street; Solon, IA 52333; E-mail: sales@swinetechologies.com. All notices to Reseller and Customer shall be as provided in the Reseller Agreement. Notices to Company shall be by certified mail (return receipt required), overnight courier, personal delivery, or email to the other parties hereto.

14.4. Survival. Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, Sections 2 through 14.

14.5. Force Majeure. Except for payment obligations, a Party shall not be responsible for any delay or failure in the performance of its obligations under this Agreement to the extent only resulting from acts beyond the reasonable control of that Party, including but not limited to, any act of God, act of governmental authority (including without limitation changes in trade policy), act of public enemy, computer or system failure, or due to war, terrorism, riot, fire, flood, civil commotion, pandemic, insurrection, labor difficulty (including, without limitation any strike, or other work stoppage or slowdown of any person who is a non-party to this Agreement), or severe or adverse weather conditions.

14.6. Miscellaneous. This Agreement, together with the Order Form, or any additional order form, supersedes all prior agreements and understandings, and constitutes the complete agreement and understanding between the Parties with respect to the subject matter hereof except to the extent that the Parties have expressly agreed in writing for any such prior agreements and understandings to apply to this Agreement. No amendment or other modification to this Agreement shall be valid or binding unless agreed to in writing and signed by a duly authorized officer of Reseller and Customer. Reseller and Customer are independent contractors, and nothing in this Agreement will be construed to constitute or appoint any party as the agent, partner, joint venturer, employee or representative of the other Party for any purpose whatsoever, or to grant to any party any right or authority to assume or create any obligation, express or implied, for or on behalf of any other, or to bind any other in any way or manner whatsoever. Any forbearance or delay on the part of a Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. No other party is intended, or shall be deemed, to be a beneficiary of

any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart and exchanging it electronically.

14.7. **Relationship of Company and Reseller.** Customer specifically acknowledges and agrees that the contractual agreement relating to the Deliverables is between Customer and Reseller and any claims regarding such Deliverables shall be made pursuant to the Reseller Agreement. Company shall have the right, although not a party hereto, to enforce any rights granted to Company or Reseller relating to the Deliverables against Customer.

Addendum A

Service Level Addendum:

SERVICE LEVEL AGREEMENT

Customer acknowledges and agrees that (i) all first level/tier support regarding the Services shall be first provided by Reseller pursuant to the Reseller Agreement; and (ii) Company will be able to provide only limited support given it does not have any operating activities within the geographic location that Customer is using the Deliverables.

1. Definitions. For the purposes of this Service Level Agreement ("SLA"), the following definitions shall apply:

a. "Availability" or "Available" means that the Software Product is available for use and properly functioning for use in accordance with the Terms and Conditions and Order Form to which this SLA is attached.

b. "Downtime" means the total number of minutes in a given month that the Software Product is not Available.

c. "Scheduled Maintenance" means the total number of minutes in a given month for a planned, defined, and scheduled period of time during which Company performs routine maintenance on the Software Product. Company will endeavor to give Customer at least **two (2)** business days prior written notice (email to suffice) of any Scheduled Maintenance, including anticipated duration of the outage.

2. Uptime Requirement.

a. Company will make commercially reasonable efforts to ensure that the Software Product will be Available at least **99.5%** of the time ("**Uptime Requirement**") as measured over each calendar month during the Term.

b. The following shall be excluded from any calculation to determine whether Company has complied with the Uptime Requirement: (i) Scheduled Maintenance; (ii) Downtime resulting from any acts or omissions by Customer that are not in accordance with the Terms and Conditions and Order Form, including without limitation, any negligence, willful misconduct or use of the Software Product in breach of the Terms and Conditions and Order Form; (iii) delays or outages caused by any third party platforms or services; (iv) any restrictions imposed by any such third party platforms or services; and (v) Downtime resulting from a force majeure, as set forth in Terms and Conditions.

3. Service Level Disruption. Company will inform Customer by email (or other prompt means of communication if email is unavailable) of any service disruption of a significant nature (i.e. greater than **8** hours). Company will make commercially reasonable efforts to restore service as soon as practicable and inform Customer once service has been restored. All phone calls, emails, and requests for help will be addressed Monday - Friday, 9:00A ET - 7:00P ET. All critical system-wide issues related to the core Software Product

will be addressed 24-hours per day, 7-days per week, 365 days per year. Weekend support via email is available during system-wide issues; in all other cases, weekend support is automatically billed at Company's then-current weekend rate of USD \$250/hour excl. GST.

4. Remedies. If Reseller or Company fails to satisfy the Uptime Requirement on any **five (5)** consecutive days, Customer shall be entitled to a pro-rata service credit calculated as 1/30 of the applicable month's fees for each following day of failure.

Addendum B

Australian Consumer Law

Notwithstanding anything to the contrary in this Agreement, if Customer acquires goods (other than goods acquired for the purpose of resupply) and services from Reseller as a consumer, they come with statutory guarantees under the Australian Consumer Law that are not excluded by any other terms of this Agreement.

The statutory guarantees include (without limitation) the following:

a. Goods must be of acceptable quality. This means they must: (i) be safe; (ii) be free from defects; (iii) be acceptable in appearance and finish; (iv) do all the things someone would normally expect them to do; (v) match any demonstration model or sample; (vi) be fit for the purpose which Reseller has represented to Customer it would be fit for; (vii) match the description of the goods given by Reseller; and (viii) meet any express warranty given by Company to Customer at the time of Customer's purchase about their performance, condition and quality.

b. Services provided by Company must: (i) be provided with due care and skill or technical knowledge; (ii) be fit for the purpose or give the results that have been agreed to; and (iii) be delivered within a reasonable time when there is no agreed end date.

To the extent that Company fails to comply with a consumer guarantee applicable to Customer under the Australian Consumer Law, Customer is entitled to the remedies as set out in the Australian Consumer Law.

For major failures with the service, Customer is entitled:

- to cancel its service contract with Company; and
- to a refund for the unused portion, or to compensation for its reduced value.

Customer is also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done, Customer is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.