TERMS OF ENGAGEMENT

SPATIAL INFORMATION SYSTEMS RESEARCH LTD (FRONTIERSI)

1. Background	These Terms of Engagement (**Terms**) set out the terms on which FrontierSI will provide the Services described in a written proposal issued by FrontierSI and accepted by the Client (the **Proposal**). The Proposal, together with these Terms, forms the agreement between the parties (the **Agreement**). A capitalised term used in these Terms that is also used in the Proposal has the meaning given to it in the Proposal. A capitalised term used in these Terms that is not defined in the Proposal has the meaning given to it in these Terms (including in clause 19). If there is any inconsistency between the Proposal and these Terms, the Proposal prevails to the extent of the inconsistency.
2. Term	The Agreement commences on the Commencement Date and continues until the Completion Date, subject to earlier termination under clause 13.
3. Services	3.1 FrontierSI will provide the Services in accordance with the Agreement. 3.2 FrontierSI may subcontract any part of the Services at its reasonable discretion but remains liable to the Client for performance notwithstanding any subcontracting.
4. Fees	4.1 The Client will pay the Fees in accordance with the Proposal. Unless otherwise specified, Fees are payable within 14 days of invoice. 4.2 If the Client fails to pay any undisputed amount by the due date, FrontierSI may, on 5 Business Days' written notice, suspend the Services until all outstanding amounts are paid. 4.3 FrontierSI is not liable for any delay caused by a suspension under clause 4.2. The Client remains liable for Fees incurred up to the date of suspension and any reasonable costs of suspension and recommencement.
5. Client Responsibilities	The Client will: (a) make available all information, documents and assistance reasonably requested by FrontierSI; (b) make decisions and provide approvals and obtain all necessary authorisations, licences and permits in a timely manner; (c) notify FrontierSI of any matter that may change the scope, timing or complexity of the Services; and (d) act reasonably, professionally and in good faith.
6. FrontierSI Background IP	6.1 **FrontierSI Background IP** means all IP rights owned or licensed by FrontierSI before the Commencement Date or created independently of the Services. All such rights, including methodologies, tools, models, frameworks and know-how, are retained by FrontierSI. 6.2 FrontierSI grants the Client a worldwide, non-exclusive, royalty-free licence to use FrontierSI Background IP solely to the extent necessary to enjoy the full benefit of the Services and Results for the purposes of the Agreement.
7. Client Background IP	7.1 **Client Background IP** means all IP rights owned or licensed by the Client before the Commencement Date or created independently of the Services. 7.2 The Client grants FrontierSI a perpetual, non-exclusive, royalty-free right to use Client Background IP for the purposes of performing the Services.
8. Deliverables and Results	8.1 FrontierSI will use reasonable endeavours to provide Deliverables by the date(s) in the Proposal. FrontierSI is not liable for delay unless the delay is material and FrontierSI failed to use reasonable endeavours. 8.2 Deliverables and Results are for the sole use of the Client. No third party may rely on them without FrontierSI's prior written consent. 8.3 FrontierSI will disclose all Results arising from the Services to the Client. 8.4 Subject to payment of the Fees, the Client will own Deliverables and Results specifically created for the Client (**Project IP**). 8.5 The Client grants FrontierSI a royalty-free, non-exclusive licence to use Deliverables and Results for FrontierSI's internal research and development only. FrontierSI may not commercialise or disclose them to third parties without the Client's prior written consent. 8.6 The Client uses Deliverables and Results at its own risk.

	8.7 Where Results or Deliverables include derived geospatial data products (**Products**), the Client acknowledges: (a) Products are prepared using available data sources and modelling assumptions and may contain inaccuracies; (b) FrontierSI makes no warranty regarding accuracy, completeness or suitability of Products for any purpose; (c) all datasets inherently contain uncertainty; and (d) the Client is responsible for independent verification before relying on Products for any decision.
9. Confidential Information	9.1 Any prior confidentiality or non-disclosure agreement between the parties remains in full force. 9.2 **Confidential Information** means all non-public information of a party (whether disclosed orally, in writing or by any other means) that is designated as confidential or that reasonably ought to be understood to be confidential given the nature of the information or the circumstances of disclosure, including (without limitation) technical data, research, know-how, methodologies, tools, models, frameworks, software, business information, financial information, pricing, and the terms of the Agreement. Confidential Information does not include information that: (a) is or becomes part of the public domain other than through a breach of this clause; (b) was in the receiving party's possession prior to disclosure without restriction on disclosure; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided the receiving party gives prompt written notice to the disclosing party where legally permitted. 9.3 Each party will keep the other's Confidential Information strictly confidential and will not disclose it to any third party without prior written consent. Each party will restrict disclosure of Confidential Information to those of its personnel, contractors, and professional advisers who need to know it for the purposes of the Agreement and who are bound by equivalent confidentiality obligations. 9.4 Obligations under this clause 9 survive expiry or termination of the Agreement.
10. Data & Privacy	Each party must comply with all applicable data protection and privacy laws, including the Privacy Act 1988 (Cth) and any other applicable Australian or foreign privacy laws.
11. Liability	11.1 FrontierSI excludes all warranties, terms and conditions, whether express or implied, statutory or otherwise, including any implied warranty of merchantability or fitness for a particular purpose, in respect of the Services, Results or Deliverables. To the extent liability under applicable legislation cannot be excluded, it is limited at FrontierSI's option to: (a) re-performance of the Services; or (b) payment of the cost of re-performance. 11.2 Neither party is liable for any special, indirect or consequential loss or damage (including loss of income or profits) arising under the Agreement. 11.3 FrontierSI's total aggregate liability to the Client (whether in contract, tort, statute or otherwise) is limited to the total Fees paid by the Client in the 12 months immediately preceding the relevant event. This cap does not apply to liability for death or personal injury caused by FrontierSI's negligence, or for fraud or fraudulent misrepresentation. 11.4 Neither party is liable for infringement of any third party's IP rights to the extent arising from the use of data, software or materials not owned by or properly licensed to the party relying on that material.
12. Indemnity	12.1 Each party (**Indemnifying Party**) releases and indemnifies the other party, its officers, employees, subcontractors and agents (**Indemnified Party**) from and against all actions, claims, proceedings or demands (including third party claims) in respect of any direct loss, injury, illness or damage arising directly from the Indemnifying Party's exercise of its rights or performance of its obligations under the Agreement, including all reasonable costs of defending or settling such claims. 12.2 The indemnity does not apply to: (a) indirect or consequential loss (addressed by clause 11.2); (b) loss caused or contributed to by the Indemnified Party's own negligence or breach; or (c) third party IP infringement claims (addressed by clause 11.4). 12.3 FrontierSI's aggregate liability under this clause is subject to the cap in clause 11.3.
13. Termination	13.1 FrontierSI may terminate immediately by written notice if the Client fails to pay Fees and does not remedy that failure within 7 days of written notice. 13.2 On termination, FrontierSI will render a final invoice for Services performed to the date of termination plus any reasonable, unavoidable and committed costs, and the Client will pay in accordance with the Proposal. 13.3 Either party may terminate for convenience on 30 days' written notice.

14. Dispute Resolution	14.1 The parties will use all reasonable endeavours to resolve disputes cooperatively. Disputes unresolved for 30 days will be referred to the chief executive officers (or nominees) for good faith negotiation. 14.2 If unresolved after a further 30 days, the dispute will be referred to the Australian Disputes Centre (ADC) for mediation in Melbourne under ADC's Guidelines for Commercial Mediation. 14.3 If unresolved within 60 days of referral to mediation, either party may initiate court proceedings. 14.4 Nothing in this clause prevents a party from seeking interlocutory relief in the courts of Victoria.
15. Force Majeure	No party is liable for failure to perform (other than to pay money) due to a **Force Majeure Event**, being a cause beyond its reasonable control. If the Force Majeure Event continues for 30 days, the parties must consult. If no agreement is reached within 60 days of onset, either party may terminate on written notice.
16. Notices	Notices must be in writing, signed by an authorised person, and delivered by hand, prepaid post, or email to the address in the Proposal. A notice is received: on delivery (if hand delivered); on the third Business Day after posting; or on delivery of a read receipt (if by email), or one Business Day after sending if no read receipt is received. Notices received after 5pm on a Business Day take effect the next Business Day.
17. Non-Solicitation	During the Term and for 12 months after termination or expiry, the Client must not directly solicit for employment any FrontierSI employee, contractor or consultant involved in the Services, except in response to a bona fide general advertisement not specifically targeting FrontierSI personnel.
18. General	(a) Amendments must be in writing and signed by both parties. (b) No party may assign any right or obligation without the other's prior written consent. (c) Surviving clauses: 8.2, 9.3, 9.4, 11, 12, 14, 16 and this clause 18 survive termination. (d) The Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior agreements. (e) A waiver must be in writing. Failure to exercise a right does not constitute a waiver. (f) If any provision is illegal or unenforceable, it is severed and the remainder continues in force. (g) Governing law: Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.
19. Definitions	In these Terms, capitalised terms have the meaning given to them in the Proposal or, where not defined in the Proposal, the meaning given below: **Business Day** means a day on which trading banks are open for general business in Melbourne, Victoria, excluding Saturdays, Sundays and public holidays. **Commencement Date** means the date specified as such in the Proposal or, if no date is specified, the date the Client accepts the Proposal in writing. **Completion Date** means the date specified as such in the Proposal or, if no date is specified, the date on which the Services are completed. **Deliverables** means the materials, reports, data, designs and other outputs that FrontierSI is to provide to the Client as identified in the Proposal. **Fees** means the fees and charges payable by the Client to FrontierSI as set out in the Proposal. **IP** means all intellectual property rights, including patents, copyright, registered designs, trade marks, rights in circuit layouts, rights in confidential information and know-how, and all rights of a similar nature whether registrable or not, anywhere in the world. **Results** means the outputs, findings, data, analyses, conclusions and other information generated by FrontierSI in the course of performing the Services. **Services** means the services to be provided by FrontierSI to the Client as described in the Proposal. Other capitalised terms have the meaning given to them where they appear in these Terms.