

## HONE MODEL LICENSE

These terms and conditions ("**Model License Terms**") set out your rights and obligations as a Model provider ("**Model Provider**") and the rights and obligations of Rapid Phenotyping Pty Ltd ("**us**", "**we**" or "**Hone**") as your commercialisation partner. These Model License Terms apply in addition to our standard terms of business ("**Standard Terms**") available at [www.honeag.com/documents](http://www.honeag.com/documents) for customers who elect to publish a Model to the Hone Store for commercialisation in accordance with this Model License.

These Model License Terms are deemed to incorporate by reference any additional terms contained in the documents referred herein, including the Standard Terms, our Model Development Guidelines as developed from time to time (available at [www.honeag.com/documents](http://www.honeag.com/documents)), user guides, instructions and other documentation that we produce in respect of our Products and Services ("**Documentation**") and our privacy policy available at [www.honeag.com/documents](http://www.honeag.com/documents). In the event of any inconsistency between the Model License Terms and the Standard Terms, the Model License Terms prevail.

These Model License Terms are binding on any use of Hone Products and Services and apply to you from the earlier of (a) acceptance of an Order Confirmation by us for your use of the Products or Services as a Model Provider; (b) acceptance by you of these Model License Terms through our website or the Products and Services, or (c) the time that we commence delivery of, or otherwise provide you with access to, the Products and Services as a Model Provider.

By agreeing to these terms you acknowledge and represent that you have the authority to act on behalf of any person for whom you are acting. If you are agreeing to these terms as an individual "**you**" refers to you individually. If you are agreeing to these terms as a representative of an entity, you represent that you have the authority to bind that entity and "**you**" refers to that entity. If you do not agree with all of these terms, do not publish your Model to the Hone Store. These terms will change over time. We reserve the right to change these terms at any time in our sole discretion with the changes to become effective thirty (30) days after notice. We will give you notice of the changes by posting an updated version of these terms online or by emailing you at an email address you have provided. If you do not agree to any of the proposed changes, you may notify us of this, in which case the changes shall not impact on you. However, if you do not so notify us, your continued conduct of business after changes take effect will constitute your acceptance of the changes. These Terms were last updated on 9th December 2020.

### 1. MODEL PROVIDER REQUIREMENTS

Hone Create users build Models by uploading Reference Data such as lab chemistry data and matched Multivariate Data such as spectral data. As a Model Provider, you are encouraged to contribute high quality Models that are fit-for-purpose in order to maintain the reputation of Hone, ensure a positive experience for users of your Model and maximise your royalties.

- (a) **Model Provider Requirements.** As a Model Provider you must provide information about your Model to allow Hone to assess the quality of the Model and make a decision as to whether it will be published to the Hone Store. At a minimum, Hone will require the Model Provider to warrant that:
- (i) A minimum of 500 experimental samples were used to generate the Model and a further 50 experimental samples will be provided for each corresponding calendar year after a Model is first built in order to be assessed for release and maintained as a public Model by Hone.
  - (ii) Each experimental sample uploaded must comprise matched Reference Data and Multivariate Data. "**Reference Data**" and "**Multivariate Data**" such as lab chemistry data and spectral data, respectively, must be obtained using relevant, gold standard technical measures and equipment and comply with any of our

required protocols, in each case as set out from time to time in the Model Development Documentation.

- (iii) A report on Model operational bounds including sample type, sample locations, instrument type and test procedure.
- (iv) A Model metrics report as defined by Hone.
- (v) A reproducibility report must be generated and submitted.
- (vi) A statement outlining the use-case and that the Model is fit-for-purpose must also be provided.

The Model Provider warrants that the supplied data is true and without omission, defect or deficiencies.

- (b) **Royalties.** In return for a license for Hone to commercialise your Model, a 10% royalty on gross revenue (not including GST) generated directly from the sale of your licensed Model will be payable to you quarterly in arrears following confirmation of applicable revenue received by us relating to Models which you have contributed data to. Any amounts owing by you to us will be offset from royalties owing to you. Recoupable Expenses for the maintenance will also be offset from any royalties payable to you.
- (c) **Hone Support.** You will use commercially reasonable efforts to provide telephone, web-based and/or email support to Hone regarding your Model while it is made available on the Hone Store. You will provide to us a current email address to which we may direct inquiries. At a minimum you agree to respond within 24 hours to any support request that we identify as critical, and in all other cases within five business days of the request.
- (d) No certainty. Your publishing of a Model does not guarantee that Hone will elect to or be capable of commercialising that Model, or that your Model will be launched and hosted on the Hone Store. Hone retains the sole discretion as to what Models it hosts. Model metrics will be determined by Hone over time and set out in the Model Development Guidelines. These metrics and the assessment of performance of Models against them regularly will form the basis for assessing the success of a Model and will support Hone's decisions regarding what Models it launches and hosts and what Models it removes. These metrics may be subject to change.

### 2. YOUR MODEL; LICENSE TO US; END USER LICENSING

- (a) **Reservation of rights.** Subject to the rights granted in this Model License and our ownership of IP Rights in the Products and Services or otherwise by us from time to time (the "**Hone Materials**"), as between you and us, you retain all right, title and interest in and to the Model that you deliver to us. Subject to your rights in the Model, we retain all right, title and interest in and to the Products and Services and any other IP Rights developed using Content licensed to us by you under these terms, and all technology, content, information, Products, Services, trademarks and other intellectual property used in connection with the foregoing. As the Model Provider, you understand that Hone is under no obligation to, and cannot under any circumstance, provide you with your Model outside of the Products and Services offered by Hone. "**IP Rights**", an abbreviation of intellectual property rights, means all registered and unregistered rights throughout the world whenever subsisting (now or in the future) in respect of copyright, trade or service marks, designs, patents, the protection of databases, inventions, innovations, discoveries, processes, methods, scientific, technical and product information, algorithmic and other models, semiconductors or circuit layouts, trade, business or company names, indications of source or appellations of origin, trade secrets, know-how and confidential information, including the right to apply for the registration or grant of any such rights.

(b) **License Grant.** You hereby grant Hone, during the Term (and thereafter in accordance with the Term and Termination provisions of the Model License and the Standard Terms, an exclusive, irrevocable, perpetual, worldwide right and license:

- (i) to use the Model for commercialisation purposes by making it available within the Hone Products and Services;
- (ii) to use, resell, distribute or make available (including via download), as applicable, or to reproduce, reformat, create excerpts from, promote, advertise, transmit, and publicly display the Model and any other materials supplied by you as a Model Provider to end users (either directly or indirectly) by all means of distribution available now or in the future;
- (iii) otherwise to use, store, copy and distribute your Model for testing and evaluation purposes; for product development, benchmarking and analysis; for purposes of exercising our rights and fulfilling our obligations under this Model License our Standard Terms and any Order Confirmation (if any); and for purposes of enforcing this Model License, our Standard Terms and the Model Development Guidelines; and
- (iv) to incorporate your Model in any future Products and Services developed by us and any IP Rights we consider necessary to protect our Products and Services.

(c) **License Clarifications.** The licenses granted to us in Section 2(a): (i) include rights to distribute, promote and make available variations of the Model to eligible end users, (ii) include the right, consistent with Section 5 (Term and Termination), after the Term to continue to use and supply the Model in perpetuity and to retain one or more electronic copies of the Model and related materials and allow downloads and redownloads of and access to the Model and related materials by end users (either directly or indirectly), and (iii) are granted under all applicable IP Rights (including patent rights).

(d) **Data.** "Your Data" means any material that is uploaded by you in the course of your contributions as a Model Provider and includes all text, data, photos, video, audio and anything else that you upload or transmit with your Model using the Products or Services or otherwise in your conduct as a Model Provider. You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence and right to collect, use, copy, store, transmit, modify and create derivative works of Your Data for the purposes of: (i) providing the Products and Services to you and our other customers, (ii) developing algorithmic models for any purpose, including as required for benchmarking, analysis and the enhancement of the Products and Services, (iii) enhancing and improving our Products and Services and developing new Products and Services (including by commercialising the aggregated nonpersonally identifiable data and creating data-based products and services); (iv) assisting us to better understand how our customers are using our Products and Services and (iv) otherwise undertaking our own business activities as permitted by this Model License and our Standard Terms. This licence survives the termination or expiry of this agreement. Any of Your Data which we incorporate into any product or service for distribution to third parties will be de-identified, unless you grant us permission to do otherwise. You agree (a) that we may continue to store Your Data for as long as we deem appropriate to enable the Products and Services to function; (b) that we may disclose and transmit Your Data as necessary for the Products and Services including within our group and externally and internationally; and (c) that we can also store and transmit Your Data for purposes permitted by this Model License.

(e) **Use of third parties.** We may use third parties to host or provide the Products and Services and to transmit and store data

(including Your Data) used as part of the Hone Create product. You agree that the Products and Services may incorporate components licensed to us by third parties, which may be subject to their own end user licence agreements ("**Third Party Licences**") and that your use of the Products and Services and participation as a Hone Create User, in addition to these Model License Terms and any applicable Order Confirmation, will be governed by any terms and conditions specified by any Third Party Licence that applies to the Products and Services. Although we use protective security measures in relation to the Products and Services, we do not make any representation or warranty as to third party services and you agree that your use of the Products and Services may involve use of systems, networks and facilities that are not owned, controlled, managed or operated by us, and that we are not responsible for them.

(f) **Accuracy.** You are responsible for providing a fit-for-purpose Model along with accurate data on its performance in good faith which are not misleading. If any contributions made by you, including any materials or information supplied by you, are inaccurate or misleading, or need to be updated or modified to avoid this, you will promptly provide us with corrections, updates, or modifications. Your Model will be assessed for accuracy at the sole discretion of Hone following protocols described in the Model Development Guidelines and you will be informed as to the need for corrections, updates, or modifications.

(g) **Compliance.** You will ensure that any Model you supply as a Model Provider complies with any applicable law and with this Model License, including our Model Development Guidelines. The Model Development Guidelines may include (or reference) terms and conditions for creation or operation of experimental test information, Reference Data and Multivariate Data which are designed to ensure optimal performance of the Products and Services (including Hone Create), in which case your Model must adhere to such guidelines in order to be complying information and to give rise to your royalty payment.

### 3. FINANCIAL TERMS

(a) **Royalty Payments.** We will make available a report on Royalties owing to you plus applicable Recoupable Expenses and value added tax or any other taxes or duties (applicable to supplies made under this agreement) following the end of each Quarter in a calendar year in which a Model developed with minimum sample contributions from you is sold for value to a user of the Hone Store. Following receipt of such report, you must invoice us for the amount of Royalties and applicable taxes owing to you less any amount owing from you to us. "**Quarter**" means a period of 3 calendar months starting at 1 January, 1 April, 1 July and 1 October of each year. "**Recoupable Expenses**" are costs that have been agreed by you as reasonably incurred costs related to commercialising, enforcing or defending legal rights in relation to your Model.

(b) **Taxes.** Except as described in this Model License, we are responsible for collecting and remitting any taxes imposed on sales of Models to end users which are payable to us. You are responsible for any income or other taxes due and payable resulting from our payments to you. Unless otherwise stated, the amounts due to you hereunder are exclusive of any taxes that may apply to such payments. We maintain the right to deduct or withhold any applicable taxes payable by you from amounts due from us, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you.

(c) **Internal use.** Hone is permitted to use a Model for internal purposes and is not obligated to make payment to a Model Provider of any royalties relating to such internal use.

(d) **Vendors Required to Register Under Australian GST Rules.** Notwithstanding any conflicting terms, if you are a vendor ("**GST Registered Vendors**") that is registered or required to be

registered for Australian Goods and Services Tax ("**GST**"), prior to us making any payment to you, you acknowledge that you are required to issue a tax invoice to us to comply with Australian GST rules. However, in the interests of administrative simplicity, you and us agree that we may issue recipient created tax invoices ("**RCTIs**") for taxable supplies made under these terms and that you will not in that case issue tax invoices for those supplies. For the purposes of issuing RCTIs, both parties acknowledge that they are GST Registered Vendors and will notify each other if that ceases to be the case. Notwithstanding this Section 2(d) with respect to RCTIs, you acknowledge that you remain responsible for filing a GST return and passing any GST received (including GST received from Hone in connection with the RCTIs) onto the Australian Tax Office in accordance with your individual circumstances.

#### 4. ADDITIONAL LICENSE TERMS

- (a) **Prohibited Actions; Responsibilities.** You may not reverse engineer, disassemble or decompile any binary code used in connection with our Products and Services including any materials that we provide you. You will not take any action that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties or Products and Services of Hone or of any end user or other third party. You agree not to make any representations, guarantees or warranties (1) that violate any laws or regulations, including any false advertising or consumer protection laws, (2) with respect to us, or our Products or Services, or (3) by us or on our behalf. In all activities under this Model License, you agree to conduct yourself in a professional manner and not to disparage or devalue us.
- (b) **Review of Hone Store Models by You.** Our Products and Services may build functionality to allow you to post reviews of Models including your Model. Any review by you shall be made in good faith after reasonable evaluation of the Model. If you post a review of a Model, you shall disclose your identity and the fact that you contributed to the Model and are entitled to royalties as a result. If you post a review of a competing Model, you shall disclose your identity and the fact that you contributed to a competing Model. All reviews must comply with Hone's Model Development Guidelines, and we may (in our discretion) take down reviews or block reviewers in event of a violation of the Model Development Guidelines or these terms.
- (c) **Model Provider Operations.** You acknowledge that we have no obligation to promote, distribute, list, develop, or offer for sale any Models, or to continue to do so. You acknowledge that we may manage model search, user experience and user interface, Model metrics and Model certification scores as we see fit and that we may rank models and institute user feedback and peer review at our absolute discretion. We may alter our approach to certification, ranking, user or peer review or any other functionality of the Hone Store at any time.
- (d) **Compliance with laws.** We agree to comply with our Privacy Policy which forms part of this Model License. You agree that you must comply with all applicable laws (including data protection laws) in connection with your use of the Products and Services. You agree that you are solely responsible for considering and complying with your obligations to third parties and your obligations under all applicable laws, including notifying and obtaining the consent of third parties (where applicable), in relation to your use of the Products and Services, and the use, transfer and disclosure of Your Data and your Model as contemplated by this Model License. By uploading Your Data, you represent and warrant to us that Your Data and its transmission and use by us and our service providers as contemplated by this Model License will not contravene any laws and that you have the necessary rights, consents and licences to make Your Data and your Model available to us to

deal with as contemplated by this Model License. Nothing in this Model License restricts us from disclosing Your Data or your Model if we are legally required or compelled to do so by a court, a government authority or some other body with the legal authority to compel disclosure.

#### 5. TERM AND TERMINATION

- (a) **Termination Rights.** In addition to the termination rights set out in the Standard Terms, either you or Hone are entitled to terminate this Model License and access to your account (and/or this Model License with respect to any particular Models) with thirty (30) days advance written notice to the other party
- (b) **Continuance of rights.** Following any termination or expiration of this Model License, in our discretion, we may continue to supply Models developed with your Content and Your Data through the Hone Store, all required licences to IP Rights and rights to use your Content or Your Data for this purpose will survive termination and we may continue to use any of Your Data or your Content received from you to develop and offer Models through the Hone Store. You will continue to be entitled to Model Partner Revenue in accordance with these terms notwithstanding termination.

#### 6. REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant that:

- (a) you are at least 18 years of age and are able to form a legally binding contract;
- (b) you have the full right, power, and authority to enter into and fully perform the agreement set out in this Model License;
- (c) before providing us with any Model or other materials, you will have obtained the rights necessary for the exercise of all rights granted under these terms, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such materials;
- (d) none of the following will violate any Law, contain any defamatory material, or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under these Terms; (ii) the Content; (iii) the sale or distribution of the Content as contemplated in this Model License; or (iv) any notices, instructions or advertising by you for or in connection with any Model;
- (e) You will immediately notify us if you unexpectedly lose any IP rights related to your Model or become aware of a third party claim related to these rights; and
- (f) your Model will not contain any viruses, spyware, "Trojan horses," or other "malware" or harmful code, and will not cause injury to any person or damage to any property.

#### 7. INDEMNITY

- (a) **By You.** You will indemnify, defend and hold Rapid Phenotyping Pty Ltd and its subsidiaries (including its respective affiliates, officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) arising out of any claim relating to any Model or the use of any Model (including any claims made by or arising from end users), or from any breach of your representations, warranties or obligations set forth in this Model License (individually, a "**Claim**" and collectively, the "**Claims**"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably

withheld. If you do not promptly assume and conduct the defence of a Claim or take reasonable action to settle any such Claim after being provided with sufficient reasonable advance notice to evaluate the Claim, then we may take control of the defence (without limiting your indemnification obligations). Your obligations under this Section 7(a) are independent of your other obligations under this Model License.

#### **8. INFORMATION YOU PROVIDE IS NOT CONFIDENTIAL**

- (a) You understand and agree that we develop our own Products and Services and work with many other vendors and developers, and either us or these third parties could in the future develop (or already have developed) Products and Services similar to yours.
- (b) You should not provide to us any information that you consider confidential and you agree that we are not subject to any confidentiality obligations or use restrictions related to information that you may provide to us. You expressly agree that neither these terms nor your participation in the program limits our right to develop or have developed for it Products, Services, concepts, systems or techniques that are similar to or compete with any other Products, Services, concepts, systems or techniques contemplated by or embodied in information you disclose to us.

#### **9. TRADEMARKS/PUBLICITY**

- (a) You will: (i) not use our trade marks except in accordance with any express permission and in that case only in the form and manner as set forth in any direction on trade mark use issued by us; (ii) not register any domain names that contain any terms that are the same or similar to any Rapid Phenotyping, Hone or our trade marks; and (iii) upon expiration or termination of this Model License for any reason, immediately cease all use of the our trade marks, unless you are otherwise authorized to continue using them pursuant to a separate written agreement with us. "**Our Trade Marks**" means the trademarks, trade names, service marks and logos owned or otherwise used by Rapid Phenotyping Pty Ltd. Nothing contained herein shall grant you any ownership right in the Our Trade Marks.

#### **10. GENERAL**

- (a) **Other interpretation provisions:** If there is any inconsistency between this Model License, our Standard Terms and an Order Confirmation or Annexures to an Order Confirmation, an Order Confirmation takes precedent, the Model License takes second precedence, the Standard Terms take third precedence and the Annexures take fourth precedence to determine the inconsistency. Any reference to taxes in this Model License or an Order Confirmation includes to tax includes any tax, levy, impost, goods and services tax, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called and whether Australian, foreign, state, municipal or local; and any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.