CCP
TECHNOLOGIES

DEVELOPMENT SERVICES AGREEMENT

DATED 4th November-2019

BETWEEN

EYEFI PTY LTD ACN 114 673 684

AND

CCP Network Australia Pty Ltd ABN 41 164 731 275

DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT is dated 4th November-2019

BETWEEN:

EYEFI PTY LTD (ACN 114 673 684) of Building 1, 255 Wellington Street, COLLINGWOOD VIC 3066 (**Customer**)

AND

CCP Network Australia Pty Ltd ABN 41 164 731 275 of Level 7, 420 Collins Street, MELBOURNE VIC 3000 (**Contractor**).

BACKGROUND

A.   The Customer is an electronics engineering and software development company based in Melbourne, Australia that has developed and commercialised patented spatial targeting technology, EYEfi™ SPARC; a game-changing disruptive technology that entirely changes the way people and devices search, explore and connect with the real-world.

B.   The Customer requires a development team to underpin its hardware and cloud platform and hence wishes to engage the Contractor (when and if required) to provide the Services.

C.   The Contractor has developed patented remote sensing IoT hardware and software technology which can be used in a broad range of applications and has expertise in assisting third parties to develop specific functionality for IoT applications.

D.   The Customer and the Contractor have agreed to enter this Agreement on these terms and conditions.

THE PARTIES AGREE:

1.   **TERM**

This Agreement starts on the Commencement Date and continues for the Term, unless terminated earlier in accordance with Clause 10.

2. REQUEST FOR SERVICES

The Contractor shall provide the Services set out in Schedule A.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Each party will retain ownership of their pre-existing Intellectual Property and nothing in this Agreement is intended to transfer their rights in that Intellectual Property.

3.2 All Intellectual Property that is developed or produced by the Contractor under this Agreement that is not pre-existing Intellectual Property of the Contractor will be the sole property of the Customer immediately upon its creation (**Customer's Intellectual Property**).

3.3 The Customer may not use the pre-existing Intellectual Property of the Contractor for any purpose other than that contracted for in this Agreement, except with the written consent of the Contractor. The Customer will be responsible for any and all damages resulting from the unauthorised use of the pre-existing Intellectual Property of the Contractor.

3.4 Upon the expiry or termination of this Agreement, the Customer will return to the Contractor any property, documentation, records or Confidential Information which is the property of the Contractor, except where it must be retained by the Customer in order to comply with legal obligations or for corporate governance purposes.

3.5 Upon the expiry or termination of this Agreement, the Contractor will return to the Customer any property, documentation, records or Confidential Information which is the property of the Customer, except where it must be retained by the Contractor in order to comply with legal obligations or for corporate governance purposes.

4. CONFIDENTIALITY

The terms of the Confidentiality Agreement executed by the parties on or about the date of this Agreement (**EYEfi Confidentiality Agreement – CCP**) shall continue to bind the parties.

5. CUSTOMER'S OBLIGATIONS

The Customer will provide all reasonable access to its premises and computer systems during business hours as reasonably required by the Contractor to perform its obligations under this Agreement.

6. CONTRACTOR'S WARRANTIES, REPRESENTATIONS & OBLIGATIONS

6.1 The Contractor warrants and represents it has the necessary skills, competencies, training and experience to provide the Services for the Customer throughout the Term and that it will continue to do so.

6.2 The Customer acknowledges that the Contractor is providing resources to the Customer by providing Services as directed by the Customer but is not obliged to provide any specific deliverables.

7. ASX ANNOUNCEMENT

The Customer agrees that the Contractor at its absolute discretion may announce this Agreement and/or the Services to the Australian Securities Exchange (**ASX**) to meet its regulatory disclosure requirements.

8. FEES AND PAYMENT

8.1 Fees set out in Schedule B will be exclusive of GST.

8.2 The Customer will become liable to pay the fees from the Commencement Date.

8.3 Fees will be paid by the Customer within 14 days of receipt of a Tax Invoice from the Contractor setting out the fees charged.

8.4 The Contractor must promptly render a Tax Invoice for the Services provided to the Customer on a monthly basis in advance. A Tax Invoice transmitted to the Customer will be deemed received by the Customer two (2) days after transmission. The Contractor may post, courier, fax or email Tax Invoices.

8.5 Where there is a change in a Service, the Contractor will (as soon as practical) advise the Customer of any variation to fees before such varied fees are incurred. The Customer may choose not to accept the variation. The Contractor will not commence any work on a variation until the Customer has formally accepted the variation in writing by Notice.

9. LIMITATION OF LIABILITY

9.1 Where any term in this clause 9 is inconsistent with any other term in this Agreement, the other term prevails.

9.2 To the fullest extent permitted by law, the Contractor expressly disclaims all implied warranties and conditions including without limitation implied warranties as to merchantability and fitness for purpose of the Services.

9.3 To the extent that any liability of the Contractor under the *Competition and Consumer Act 2010* (Cth) cannot be excluded, the Contractor's maximum liability arising in connection with this Agreement is limited to either providing the Services again or paying the cost of having another person provide again to the Customer similar services as the Services supplied by the Contractor under these terms and conditions, unless such liability arises from the negligence or recklessness of the Contractor.

9.4 To the fullest extent permitted by law, the Contractor excludes all liability for indirect and consequential loss including without limitation loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind arising from this Agreement, unless such liability arises from the negligence or recklessness of the Contractor.

10. TERMINATION

10.1 Without prejudice to any rights either party may have at law, either party may terminate this Agreement immediately by Notice if the other party is in breach of any term and such breach is not remedied within 30 days of receipt of Notice.

10.2 Either party may terminate this Agreement for convenience upon giving three (3) months written Notice to the other party.

11. NOTICES

11.1 All notices (**Notice**) must be in writing in English.

11.2 All Notices related to the Agreement must be addressed to the appropriate person set out in the AGREEMENT NOTICES details.

11.3 Notices shall be deemed to have been received two (2) days after transmission.

11.4 Notices shall be deemed to be in writing and duly sent if transmitted by hand delivery, post, courier, email or facsimile.

11.5 The parties agree to take reasonable steps to ensure Notices have been correctly received.

12. GENERAL PROVISIONS

12.1 **(Law and Jurisdiction)** This Agreement is governed by and is to be construed according to the laws of Victoria and the parties agree to submit to the jurisdiction of the Courts and tribunals of that State.

12.2 **(Relationship)** Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture or agency between the parties.

12.3 **(Entire Agreement)** The parties agree that this Agreement constitutes the entire agreement between the parties and any prior arrangements, agreements or representations are superseded on execution of this Agreement.

12.4 **(Invalidity)** If any provision of this Agreement is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from the Agreement and the remaining provisions will remain in full force and effect.

12.5 **(Waiver)** No waiver of any right or remedy will be effective unless in writing and shall not operate as a waiver of that right or remedy or any other right or remedy on a future occasion.

12.6 **(Implied Terms)** Any implied term under law that can be excluded is hereby expressly excluded and no term is to be implied as being a term of this Agreement unless by law it cannot be excluded.

12.7 **(Assignment)** This Agreement may not be assigned by either party without the prior written consent of the other party.

12.8 **(Counterparts)** This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and agreement provided that those counterparts have been exchanged.

13. **DEFINITIONS**

13.1 These words and phrases have the following meanings:

Agreement means this development services agreement and any amendments/variations in writing signed by both parties.

Commencement Date means the date of this Agreement.

Confidential Information means:

(a) all information of whatsoever kind or nature that is expressed to be confidential either using words such as 'private', 'in confidence', 'strictly confidential', 'commercial in confidence', 'not to be disclosed', and all other information which by its nature is confidential including but not

limited to business records, agreements or arrangements with customers and Service information not in the public domain; and

(b)   all information of whatsoever kind or nature relating to the affairs of third-parties in the possession of either party and to which either party may have access to at any time during the Term.

Confidential Information excludes all information which is or becomes at any time in the public domain except where such information comes into the public domain as a consequence of any act or omission by a party constituting a breach of this Agreement.

Force Majeure means any act, circumstance or omission over which the Contractor or the Customer could not reasonably have exercised control.

Intellectual Property means any and all intellectual and industrial property rights, including but not limited to all rights comprised in any copyright (including future copyright and rights in the nature of or analogous to copyright) patent, design, trade mark, or circuit layout whether at common law or conferred by statute, whether or not now existing, and whether registered or registrable and including any rights to apply for registration and rights to protect trade secrets, know-how or goodwill or the Confidential Information for the full period of such rights and any renewals or extensions.
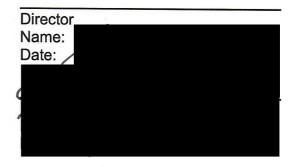
Services means the services to be provided by the Contractor pursuant to Schedule A.

Tax Invoice means an invoice that is GST compliant.

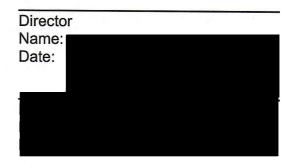**Term** means the period of 6 months from the Commencement Date.

EXECUTED by the parties on 4th November-2019

EXECUTED BY EYEFI PTY LTD ACN 114 673 684 pursuant to Section 127 of the *Corporations Act 2001* (Cth)

Director
Name:
Date:

EXECUTED BY CCP Network

Australia Pty Ltd ABN 41 164 731 275

pursuant to Section 127 of the

Corporations Act 2001 (Cth)

Director
Name:
Date:

AGREEMENT NOTICES

Customer	EYEFI Pty Ltd	
Address	Building 1, 255 Wellington Street, COLLINGWOOD VIC 3066	
Contact Name		
Email		
Telephone		

Contractor	CCP Network Australia Pty Ltd	
Address	Level 7, 420 Collins Street, MELBOURNE VIC 3000	
Contact Name		
Email		
Telephone		

SCHEDULE A – SERVICES

Background

(1) The Customer has the following versions of their IoT sensors hardware:

(i) 3G Version which is based on Particle.Io and Electron, Baseboard PCB Ver NodeRevD42 (w/ WD timer daughter board) and solar charging, LiPo battery.

(ii) LoRa ProtoA (complete and working) and ProtoB which is currently in prototyping stage. Battery only no solar.

(iii) LoRa ProtoC/Final – to be finalised ASAP.

Scope (in order of priority)

- Provide a peer-review of LoRa ProtoB and first produce ProtoC with integrated WD and low power operation. Design to take into account current features and issues.
- Provide a peer-review of 3G NodeRevD42 and features of the LoRa ProtoC, in order to produce NB-IoT/CAT-M1 (Cellular).
- Peer review of LoRaB/C code and 3G (Particle) code, in order to produce appropriate firmware for both LoRaC and Cellular.
- Peer review of EYEfi Cloud code base (uses Django framework and AWS) for the cloud services. Django apps/plugins include EYEfi Smart Waste/Drain (IIoT), EYEfi AIM (Incident Management), EYEfi EWS Radioalert, and Spatial Video.
  The Contractor will provide development resources to develop, maintain and manage the Customer's Cloud (AWS) and EYEfi Cloud application (Staging and Prod).
- Participate in handover/briefing activities with existing EYEfi team and contractors, and document accordingly, in particular deployment processes for EYEfi Cloud code base.
- CCP Team to use EYEfi's GitHub (code repository) and BaseCamp (document and task management) to manage its interaction and obligations with EYEfi.

- QA and testing, bug fixes/patches, and escalated support for design/software device/code/firmware issues.
- Participate in 30min-60min weekly meetings with EYEfi, CCP PM/CTO, and Indian tech-lead. Detailed tasks and scope of weekly/monthly tasks to be agreed and progressively managed. – See Basecamp https://3.basecamp.com/3985273/projects/14127010

Team

The Contractor will provide the following development team (**Team**):

- Hardware design and electronics engineer (approximately 10 years' experience);
- Firmware developer (approximately 8 years' experience);
- Software engineer (approximately 8 years' experience);
- Hardware/firmware QA (approximately 3 years' experience) based in Melbourne;
- Software QA (approximately 3 years' experience);
- Project coordinator based in Melbourne

The project coordinator for the Contractor will work with the Customer at the commencement of each month of the Term to allocate appropriate resources and to manage the associated tasks with CCP's resources in Australia and the Indian based development team. In any given month of the Term, CCP will allocate up to four (4) individuals from the Team to manage the tasks (**Sub-Team**). The size and composition of the Sub-Team will vary from month-to-month and will depend on the nature of the tasks to be completed.

SCHEDULE B – FEES

Fees Payable

$12,000.00 per month.

Note: All amounts are in Australian dollars and are exclusive of GST.