End User Licence Agreement

This End User Licence Agreement forms part of the between Bitwise Agronomy Pty Ltd ABN 89 636 001 182 (**BitwiseAg**) and the purchaser of the Service subscription specified in the Order (**Customer**).

1   Service

1.1   Subscription. In order to access and use the Services, Customer must first register with BitWiseAg and purchase a Subscription to the Service. Customer must provide complete and accurate information during information and keep that information current.

1.2   Access and use. BitwiseAg grants Customer a non-exclusive and non-transferable right to:

(a)   access and use the Service; and

(b)   permit its End Users to access and use the Service,

in each case, via the internet and use Reports and Dashboards generated by the Service, solely for the Approved Purpose during the Subscription Term, subject to compliance with the terms of the Agreement.

1.3   Service Restrictions. Customer must ensure that:

(a)   neither Customer nor any End User accesses, uses, uploads data, uses the Reports, Dashboard or other output of, or otherwise exploits the Service, except as permitted under clause 1.1;

(b)   neither Customer nor any End User reverse engineers, decompiles or disassembles the Service, views or gains access to the source code to the Service, or uses the Service to provide any product or service that is an alternative, substitute or competitor to the Service;

(c)   neither Customer nor any End User copies, develops any modification, enhancement, derivative work or other development of the Service, Reports or Dashboards or incorporates any Customer, End User or third party material into the Service (except as expressly permitted under the Approved Purpose);

(d)   neither Customer nor any End User uploads to the Service any material that is unlawful, harmful, malicious, threatening, defamatory, obscene, infringing, offensive, sexually explicit, violent or discriminatory;

(e)   neither Customer nor any End User removes any product identification, proprietary, trade mark, copyright or other notices of BitwiseAg applied to or contained in the Service, Reports or Dashboards;

(f)   neither Customer nor any End User accesses or uses the Service by any unauthorised means, including using any bot, script, spider, crawler, scraper, API or automated device;

(g)   no person other than Customer, and its authorised End Users, accesses or uses the Service under Customer's account; and

(h)   it promptly notifies BitwiseAg in writing if Customer wishes to permit a person other than Customer, or its authorised End Users, to access and use the Service.

1.4   Support Services. The Service includes the provision of the Support Services for the duration of the Subscription Term.   Customer must provide all information and assistance reasonably required by BitwiseAg to perform the Support Services.

1.5   Professional Services.   If Customer wishes to purchase Professional Services from BitwiseAg, the parties must agree a SOW.   Once executed by both parties, a SOW forms part of the Agreement.

1.6   Evaluation use.   If BitwiseAg permits Customer to evaluate the Service prior to purchasing a subscription:

(a)   the right in clause 1.2 is limited to access and use of the Service for a period determined by BitwiseAg (**Evaluation Period**) solely for Customer's internal evaluation of the Service (without any right to use the Service for commercial, external or any other purpose);

(b)   BitwiseAg provides the Service "as is" and excludes all warranties, indemnities, obligations and liabilities under the Agreement for the duration of the Evaluation Period; and

(c)   upon expiry of the Evaluation Period, Customer must immediately cease using and delete its copy the Service unless Customer purchases a subscription to the Service, in which case all terms of the Agreement apply from commencement of the paid Subscription Term.

2   Customer responsibilities

2.1   Usage responsibilities. Customer uses the Service at its own risk and is solely responsible for:

(a)   ensuring that the Service is accessed and used strictly in accordance with the Agreement. Customer is responsible for each act and omission of an End User in connection with the Agreement as though it were an act or omission of Customer;

(b)   ensuring that Customer's and each End User's use of the Service, and all data uploaded to the Service, complies with all applicable laws, regulations and contractual obligations;

(c)   obtaining all consents, licences and approvals necessary to lawfully collect, upload, store, process and disclose all data (including that protected by Intellectual Property Rights, confidentiality, or privacy) uploaded to the Service and all output of the Service, including any Dashboards and Reports;

(d) implementing all steps and controls necessary to secure and keep confidential all user credentials issued to Customer and its End Users;

(e) providing all Cameras, hardware, software, connectivity and other resources required for it, and its End Users to access and use the Service, including all support and maintenance of those resources; and

(f) the accuracy, truthfulness, completeness, veracity and legality of the output of the Service, including any Dashboards and Reports.

3 Fees, invoicing and payment

3.1 Fees. The Fees are payable in consideration of BitwiseAg's supply of the Service and any Professional Services. BitwiseAg may increase its Fees at any time, unless agreed otherwise with Customer.

3.2 Invoicing and payment. BitwiseAg must issue invoices for the Fees to Customer at the times specified in the Order or applicable SOW. Customer must pay all Fees invoiced by BitwiseAg, without any set-off or deduction and in immediately available funds, by the method and within the period specified in the Order or SOW. All Fees invoiced by BitwiseAg are non-cancellable and non-refundable.

3.3 Late Payment. If Customer fails to pay any Fees (that are not disputed in good faith) by the due date for payment, BitwiseAg may:

(a) suspend Customer's right to access and use the Service, including Reports and Dashboards; and

(b) charge interest at a rate of 2 percent per annum above the current published overdraft rate of the Commonwealth Bank of Australia,

in each case, from the due date for payment until the date that payment is made by Customer.

3.4 Verification. BitwiseAg may on 14 days' notice conduct an audit of Customer's use of the Service, Reports and Dashboards and compliance with the Agreement from time to time during the Subscription Term. Customer must provide all access to its End Users, records, premises, systems and personnel reasonably requested by BitwiseAg in connection with any such audit. BitwiseAg must bear the costs of any such audit unless the audit reveals that Customer has used, or permitted the use of, the Service, Reports or Dashboards in breach of the Agreement (including use in excess of any limitations set out in the Order), in which case, Customer must immediately:

(a) pay to BitwiseAg all additional Fees payable in respect of any excess use (at BitwiseAg's then current list prices) in addition to BitwiseAg's reasonable audit costs; and

(b) take all other steps required to remedy the breach of the Agreement and prevent its recurrence at its own cost.

3.5 Taxes. The Fees are exclusive of all taxes, levies, withholdings, duties and other amounts imposed by taxing authorities. Where a supply is a taxable supply, all amounts payable must be increased by the amount of GST, VAT, sales tax, or other consumption tax payable in relation to the supply. All such taxes must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).

4 BitwiseAg Intellectual Property Rights

4.1 Ownership. All Intellectual Property Rights in and to the Service (including associated algorithms and neural nets), the Dashboard and Report templates, BitwiseAg Data, and output of the Professional Services, including those in any copy, modification, enhancement, configuration, derivative work or other development of the Service developed by or on behalf of Customer and End Users, vests or remain vested in BitwiseAg or its licensors. If any such Intellectual Property Right vests in Customer or End Users, Customer hereby assigns, and must procure that each End User assigns, that Intellectual Property Right to BitwiseAg with immediate effect. Customer must take all further steps (including execution of documents) necessary to give effect to this clause.

4.2 No other rights. Neither Customer nor any End User receives any right, title or interest in or to the Service other than the right to access and use it expressly granted to Customer under clause 1.1.

4.3 Notice of infringement. Customer must immediately notify BitwiseAg in writing upon becoming aware of any:

(a) infringement or unauthorised use of the Service by any person, including any End User; or

(b) Claim by any person that use of the Service by Customer in accordance with the Agreement infringes any copyright or patent owned by that person in Australia, New Zealand the United Kingdom or United States of America (**IP Claim**).

4.4 Remedial action. If the Service is the subject of an IP Claim, BitwiseAg may (at its cost and option) either:

(a) procure the right for Customer to continue using the Service;

(b) modify the Service such that it no longer infringes the relevant Intellectual Property Rights; or

(c) terminate the Agreement and provide Customer with a pro-rata refund of any Fees paid in advance for use of the Service.

5 Customer Data, Usage data and Analyses

5.1 Ownership. As between BitwiseAg and Customer, all rights (including Intellectual Property Rights) in and to the Customer Data vest or remain vested in Customer at all times.

5.2 Licence. Customer:

(a) grants BitwiseAg, its sub-processors and their respective personnel a non-exclusive, worldwide, licence to Process the Customer Data; and

(b) warrants that it has obtained all consents, licences and approvals from individuals, End Users and other third parties necessary to enable BitwiseAg, its sub-processors and their respective personnel to Process the Customer Data,

in each case, for the purposes of providing the Service and as otherwise contemplated by the Agreement.

5.3 **Usage data and analyses**. BitwiseAg may:

(a) use data relating to Customer's and End User's use of the Service for billing, capacity planning, compliance, security, integrity, availability, providing and improving the Service; and

(b) freely create, use, disclose and Process analyses, materials, data, insights, works and other things derived from (wholly or partly) use of the Service and the Customer Data in anonymised and aggregated form such that neither Customer nor End Users are identifiable.

6 Privacy and data protection

Privacy. Each party must comply with all Privacy Laws applicable to that party (whether as controller or processor) in Processing any Personal Data comprised in the Customer Data. Customer acknowledges that Personal Data, other than that comprised in the Customer Data, will be Processed in accordance with BitwiseAg's privacy policy.

6.1 **Data Security**. BitwiseAg must implement reasonable technical and organisational security controls to protect the Customer Data against loss, unauthorised access, modification and disclosure (**Data Breach**) in accordance with applicable Privacy Laws, including:

(a) not disclosing the Customer Data except to its sub-processors and their respective personnel for the purpose of performing the Agreement; and

(b) maintaining appropriate business continuity and disaster recovery measures for the Service, provided that Customer remains responsible for regularly downloading and backing up its own Customer Data using the Service.

6.2 **Data Breaches**. If either party becomes aware of any actual or suspected Data Breach affecting the Customer Data:

(a) that party must promptly notify the other party in writing, including in such notice all known details of the actual or suspected Data Breach;

(b) BitwiseAg must provide Customer with information and assistance reasonably required by Customer to investigate and assess the actual or suspected Data Breach;

(c) Customer is solely responsible for determining whether the actual or suspected Data Breach is notifiable under Privacy Laws, subject to clause 6.2(e);

(d) Customer must not reference BitwiseAg in any notification or communication relating to the actual or suspected Data Breach without BitwiseAg's prior written approval as to the form and content of the reference; and

(e) BitwiseAg may make a notification or communication about the Data Breach if Customer fails to do so and BitwiseAg is required to do so under applicable Privacy Laws.

6.3 **DPA**. The DPA applies in addition to this clause 6 to the extent Customer's use of the Service involves the Processing of Personal Data of persons domiciled in the United States, the European Union, Switzerland or the United Kingdom.

7 Confidentiality

7.1 **Obligation of confidence**. Each party (**Recipient**) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 7.

7.2 **Permitted use**. The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to exercise its rights and obligations under the Agreement.

7.3 **Permitted disclosures**. The Recipient may disclose Confidential Information of the Discloser:

(a) to the Affiliates, personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause;

(b) to the extent required by law or the rules of any stock-exchange; and

(c) with the prior written consent of the Discloser.

To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is a supplier or customer of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

8 Disclaimers and indemnities

8.1 **No other terms**. To the extent permitted by law, BitwiseAg excludes all conditions, warranties and guarantees other than those set out expressly in the Agreement. Without limitation, BitwiseAg does not warrant that the Service, Reports, Dashboards or any Professional Service will be:

(a) continuous, free from errors, omissions, defects, security risks or vulnerabilities;

(b) complete, accurate, current, able to predict outcomes, maximise yield or profitability;

(c) fit for any purpose or meet the requirements of Customer or any End User.

8.2 **Non-excludable terms**. If any condition, warranty or guarantee cannot be excluded at law, then to the extent permitted by law, BitwiseAg's liability for breach of such condition, warranty or guarantee is limited (at BitwiseAg's option) to resupply of the Service, Report, Dashboard or Professional Service or payment of the cost of the same.

8.3 **BitwiseAg indemnity**. BitwiseAg must indemnify Customer against all loss and damage suffered or incurred by Customer arising out of or in connection with:

(a) any IP Claim;

(b) any breach of clause 5, 6 or 7 by BitwiseAg,

in each case, except to the extent that the Claim or breach is caused or contributed to by Customer, End Users or any third party product or service, including Customer's or its End User's:

(c) use of the Service, Reports or Dashboards with any hardware, software or service not approved by BitwiseAg;

(d) use of the Service, Reports or Dashboards in breach of the Agreement;

(e) providing Customer Data which does not comply with this Agreement; and

(f) BitwiseAg acting upon any direction of Customer or its End Users.

8.4 Customer indemnity. Customer indemnifies BitwiseAg and its Affiliates against and must pay on demand all loss and damage suffered or incurred by any of them arising out of or in connection with:

(a) any Claim relating to the access to, use of, uploading of data or logic to, use or reliance on any output (including Reports and Dashboards) of the Service or Approved Purpose by Customer or End Users, including any Claim made by a third party; and

(b) any Claim that the Customer Data infringes the Intellectual Property Rights of any person

(c) any breach of clause 1.3, 2.1, 5.2, 6 or 7 by Customer,

in each case, except to the extent that the Claim or breach is caused or contributed to by BitwiseAg.

8.5 Conduct of Claims. The indemnification obligation of a party (**indemnifying party**) under clause 8.3 or 8.4 in respect of any third party Claim is subject to the other party:

(a) promptly notifying the indemnifying party of the third party Claim;

(b) permitting the indemnifying party to control the defence of the third party Claim; and

(c) providing (at the indemnifying party's cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.

8.6 Sole and exclusive remedy. Without prejudice to the termination rights of each party:

(a) clause 8.3 sets out Customer's sole and exclusive remedy in respect of the matters indemnified by BitwiseAg; and

(b) clause 8.4 sets out BitwiseAg's sole and exclusive remedy in respect of the matters indemnified by Customer.

9 Liability

9.1 Exclusion of Indirect Loss. To the extent permitted by law, each party excludes any and all liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity for any Indirect Loss**.**

9.2 BitwiseAg liability. The liability of BitwiseAg arising out of or in connection with the Agreement, for all Losses and Claims, whether in contract, tort (including negligence) or any other basis in law or equity, in any Subscription Year:

(a) for breach of clause 6, 7 or the DPA or under the indemnities in clause 8.3 is limited to an amount equal to 3 times the Fees; and

(b) in connection with any other part of the Agreement is limited to an amount equal to the Fees,

in each case, paid or payable by Customer under the Agreement in that Subscription Year, subject to clause 9.4.

9.3 Customer liability. The liability of Customer arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity, in any Subscription Year is limited to an amount equal to the Fees paid or payable by Customer under the Agreement in that Subscription Year, subject to clause 9.4.

9.4 Unlimited liability. The limitation of liability in clause 9.2 and 9.3 does not apply to the liability of a party:

(a) under any indemnity given by Customer under clause 8.4;

(b) to pay Fees that are due and payable; or

(c) for any matter in respect of which liability may not be limited at law.

9.5 Injunctive relief. Customer acknowledges that damages are not a sufficient remedy for any breach of clause 1.1, 1.3, 2.1, 5, 6 or 7 of the Agreement and that BitwiseAg is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or anticipated breach of those clauses (in addition to any other remedies).

10 Term, suspension and termination

10.1 Subscription Term. The Agreement will remain in force for the Subscription Term, unless terminated earlier in accordance with this clause 10.

10.2 Suspension. BitwiseAg may suspend the rights granted pursuant to clause 1.1:

(a) during any period in which Customer is in breach of the Agreement (subject to clause 3.3(a) in the case of late payment); or

(b) to prevent or mitigate actual or suspected illegal activity, damage to BitwiseAg's systems, or threat to the integrity of the Service.

10.3 Termination for cause. A party may terminate the Agreement with immediate effect on written notice if the other party:

(a) commits a material breach of the Agreement and fails to remedy that breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied. Any breach by Customer of clauses 1.1, 1.3, 2.1, 3.2, 5, or 7 is a material breach for the purposes of this clause;

(b) becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due.

10.4 Consequences of termination or expiry. On termination or expiry of the Agreement:

(a) all rights to the Service granted under the Agreement cease immediately and Customer must immediately cease using the Service;

(b) BitwiseAg has no further obligation to retain the Customer Data, provided that BitwiseAg permits Customer to access the Service for the sole purpose of downloading the Customer Data for a period of 30 days following expiry or termination; and

(c) Customer must immediately pay BitwiseAg all Fees due and payable as at the date of termination or expiry and, if BitwiseAg terminates pursuant to clause 10.3, all Fees payable for the remainder of the Subscription Term.

11 Miscellaneous

11.1 Entire agreement. This EULA, the Order, (where applicable) the DPA and any SOW are the entire agreement between the parties in respect of their subject matter. In the event of any inconsistency between the terms of this EULA, the Order and any SOW, the terms of the document listed first will prevail to the extent of the inconsistency (except in the case of the DPA, which shall prevail to the extent to which it applies).

11.2 Amendment. BitwiseAg may amend this EULA at any time by posting the amended version of this EULA at www.bitwiseag.com. Any amended version of this EULA will only apply to Orders entered into following the date of the amendment to this EULA.

11.3 Force Majeure Events. BitwiseAg is not liable for any delay nor failure to perform its obligations under the Agreement to the extent such delay or failure is due to a Force Majeure Event.

11.4 Severance. If a provision of the Agreement is unenforceable, the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of the Agreement.

11.5 Transfer. Customer must not assign, subcontract, novate or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of BitwiseAg.

11.6 Waiver. A party waives a right under the Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

11.7 CISG. The United Nations Convention on Contracts for the International Sale of Goods (and any adopting legislation) does not apply to the Agreement.

11.8 Third party rights. No person other than BitwiseAg and Customer has the right to enforce any term of the Agreement (whether at law or otherwise) or approve any amendment to the Agreement.

11.9 Relationship of the parties. The parties are and will remain independent contractors. Nothing contained in the Agreement will be construed to create an agency, joint venture, partnership or other relationship between the parties.

11.10   Governing Law. The Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.

12 Definitions

In this EULA, these terms have the following meanings:

Affiliate means of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means the agreement consisting of this EULA, the Order, (where applicable) the DPA and any SOW.

Approved Purpose means the Processing of Customer Data captured by Cameras to create Reports or Dashboards for internal use within Customer's organisation and any other purpose approved by BitwiseAg under an Order.

BitwiseAg Data means data, information or material comprised in, or generated by, the Service as provided by BitwiseAg, including textual image data, Report and Dashboard templates, usage data and analyses created by BitwiseAg under clause 5.3.

BitwiseAg Support Services Policy means the document located at www.bitwiseag.com.

Cameras means photo, video and audio capture devices approved by BitwiseAg for use with the Service, as specified at www.bitwiseag.com.

Claim means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:

(a) including the terms of the Agreement and, in the case of BitwiseAg, all BitwiseAg Data, source code to, and pricing for, the Service; but

(b) excluding any such information that is in the public domain (other than as a result of a breach of confidence).

Control in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

(a) direct or indirect ownership of more than 50% of the voting rights of such person; or

(b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer Data means any photo, video, and audio data, files, information or material captured by Cameras and uploaded to the Service by Customer or End Users, excluding BitwiseAg Data.

Dashboard a digital visualisation of the Customer Data captured by the Cameras and Processed by the Service.

DPA means the BitwiseAg Data Processing Addendum available at www.bitwiseag.com.

End User means any person within Customer's corganisation who accesses or uses the Service through Customer's subscription.

EULA means this End User Licence Agreement.

Evaluation Period is defined in clause 1.6(a).

Fees means the fees, costs and expenses for the supply of the Service specified in the Order and any Professional Services specified in the applicable SOW.

Force Majeure Event means any incident, event, act or omission beyond the reasonable control of that party, including any acts of God, strikes, civil strife, riots, wars, fire, explosion, storm, flood, earthquake, failure of communications networks, subsidence, pandemics or epidemics.

Indirect Loss means:

(a)   loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and

(b)   any Loss that does not arise naturally or according to the usual course of things from a breach, act or omissions relating to the Agreement.

Intellectual Property Rights means intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trade marks, trade names and service marks, in each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Agreement.

IP Claim is defined in clause 4.3(b).

Loss means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

Order means an order form setting out the details of Customer's purchased subscription to the Service as specified in any:

(a)   BitwiseAg Order Form in respect of the Service executed by the parties; or

(b)   online order form completed by Customer and logged in BitwiseAg's customer relationship management system,

including details of the Fees and Subscription Term.

Personal Data means information about an identified individual or an individual who is reasonably identifiable, including 'personal information' and 'personal data' as defined in applicable Privacy Law.

Privacy Law means any applicable law governing the Processing of Personal Data, including (to the extent applicable) the *Privacy Act 1988* (Cth), *General Data Protection Regulation (EU) 2016/679, UK Data Protection Act 2018 (DPA), UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, the Privacy and Electronic Communications Regulations 2003, and California Consumer Privacy Act (2018).*

Process means to collect, store, use, copy, disclose, adapt, modify, create derivatives, or perform any other set of operations on.

Professional Services means any support, implementation, training, data migration or other service not forming part of the Service.

Report means a report presenting the Customer Data captured the Cameras and Processed by Service in basic CSV file format.

Service means the 'GreenView' image capture and machine learning software functionality (including any Updates) delivered via the internet as a service, including the creation of Reports and Dashboards from the Customer Data and Support Services.

SOW means a statement of work setting out the details of the Professional Services to be provided by BitwiseAg, including the agreed scope and fees for the Professional Services.

Subscription Term means:

(a)   the initial term of Customer's subscription to the Service specified in the Order, including any Evaluation Period; and

(b)   successive 12 month renewal terms thereafter, unless Customer provides notice of non-renewal at least 60 days' prior to the expiry of initial term or renewal term (as applicable).

Subscription Year means a period of 12 months from the commencement of Subscription Term or an anniversary of that date.

Support Services means:

(a)   online, email or telephone support for Service on-boarding, defects that require access or changes to the source code, Camera installation, and the interpretation of Reports and Dashboards; and

(b)   making Updates available from time to time,

in each case, in accordance with the BitwiseAg Support Services Policy. The Support Services exclude diagnostic and onsite support and any support services relating to defects or functionality of Cameras.

Updates means any new version, release, update, patch, fix, configuration or other modification of the Service made available by BitwiseAg to its customers generally during the Subscription Term.