



LEGAL DOCUMENT

Aero Ranger Master Services Agreement

Pixelcase Group Pty. Ltd. ABN 74 608 040 357, trading as Aero Ranger · Effective 26 August 2026

DOWNLOADABLE COPY

Generated from <https://www.aeroranger.com/terms/>. The website is the current source if this copy is retained after the document changes. Content version 5ce0e43bee3ece9c.

Contents

- | | |
|-----------------------------------|--|
| 1. About this agreement | 14. Publicity |
| 2. How this agreement is accepted | 15. Third-party services |
| 3. Term | 16. Warranties and consumer guarantees |
| 4. The Services | 17. Liability |
| 5. Accounts and Users | 18. Indemnities |
| 6. Fees, invoicing and payment | 19. Termination |
| 7. Suspension | 20. Consequences of termination |
| 8. Customer Data and data rights | 21. Changes to these terms |
| 9. Privacy | 22. Disputes and governing law |
| 10. Intellectual property | 23. Notices |
| 11. Restrictions | 24. General |
| 12. Acceptable use | 25. Definitions and interpretation |
| 13. Confidentiality | |

1. About this agreement

1.1 This agreement is between Pixelcase Group Pty. Ltd. ABN 74 608 040 357, trading as Aero Ranger ("Aero Ranger", "we", "us"), and the organisation or person that accepts it under clause 2 ("Customer", "you").

1.2 The agreement consists of, in descending order of precedence to the extent of any inconsistency:

- a. any Order Form;
- b. the applicable Schedules – Schedule 1 (Cloud Services), Schedule 2 (Mobile Applications), Schedule 3 (Hardware as a Service), Schedule 4 (Data Processing and Security);
- c. this Master Services Agreement; and
- d. the Acceptable Use Policy.

1.3 The Privacy Policy at aeroranger.com/privacy-policy describes how we handle personal information and forms part of this agreement; in relation to personal information it prevails over the other documents to the extent of any inconsistency.

1.4 Uniform terms. These are our published terms and apply uniformly to all Customers. No variation, purchase-order term or additional condition binds us unless set out in an Order Form or other document signed by a director of Pixelcase Group Pty. Ltd. Any terms attached to a Customer purchase order or vendor-onboarding portal are excluded, even if we process the order; processing a purchase order is administrative only and is not acceptance of any terms attached to it.

2. How this agreement is accepted

2.1 This agreement binds you from the earliest of:

- a. you (or someone on your behalf) signing or electronically accepting an Order Form that references these terms;
- b. a User accepting these terms in-product (including at first login);
- c. you or a User accessing or using any part of the Services; or
- d. you taking delivery of, installing, powering on or operating any Hardware.

Each of (a)–(d) is independently sufficient. Continued access or use after the agreement has been updated under clause 21 constitutes acceptance of the update.

2.2 The person accepting warrants that they are authorised to bind the Customer. Where the Services are used by or for an organisation, that organisation is the Customer, and is taken to have accepted this agreement where its personnel use the Services with its knowledge or for its benefit.

2.3 If any Services or Hardware are supplied before an Order Form is signed, this agreement nevertheless applies, and the Fees are as set out in the quote or proposal we issued or, absent one, as invoiced in accordance with our then-current standard pricing.

3. Term

3.1 This agreement starts on acceptance under clause 2 and continues while any Order Form or Subscription is on foot or you continue to use any Service.

3.2 Each Order Form runs for the period it states (including any Minimum Commitment) and then continues month-to-month until terminated under clause 19.

4. The Services

4.1 The Services comprise, as applicable to you: the Cloud Platforms (Schedule 1), the Mobile Applications (Schedule 2), Hardware supplied as a service (Schedule 3), APIs, data products and associated support.

4.2 We will supply the Services with reasonable skill and care and in accordance with this agreement and applicable law.

4.3 The Services provide information to support your operations. You acknowledge that:

- a. automated recognition technology can produce false positives, false negatives and incomplete records, and environmental conditions affect capture;
- b. outputs are inputs to your decisions: you are responsible for verifying evidence, and for any enforcement, regulatory or business decision you take, in accordance with your own procedures and applicable law;
- c. the Services are not designed for fail-safe environments or uses where failure could cause death, personal injury or severe damage; and
- d. we do not provide legal advice, and you are responsible for ensuring that your deployments and use of the Services comply with the laws that apply to you, including surveillance-devices and tracking legislation.

4.4 We may impose reasonable usage, storage and access limits to preserve the integrity of the Services; limits apply to you as set out in the Documentation or an Order Form, or as otherwise notified to you.

5. Accounts and Users

5.1 You are responsible for your Users: for ensuring they comply with this agreement, for what they do in the Services, and for keeping their credentials secure. A breach by a User is a breach by you.

5.2 You must give us accurate account, billing and contact information and keep it current.

5.3 You must notify us promptly of any unauthorised access or security incident affecting your account, and take reasonable steps to secure the devices and networks you use with the Services.

5.4 Users must be authorised personnel or contractors of the Customer. You must not allow any other person to access or use the Services.

6. Fees, invoicing and payment

6.1 You must pay the Fees stated in the Order Form or quote or, absent either, as invoiced in accordance with our then-current standard pricing. Fees for Subscriptions are payable for the whole of any Minimum Commitment.

6.2 Unless an Order Form says otherwise, invoices are payable within 30 days of the invoice date, in full, in cleared funds.

6.3 You must pay all amounts without set-off, deduction, counterclaim or withholding of any kind. If you consider an invoice incorrect, you must notify us in writing before its due date, identifying the disputed amount and reasons, and pay the undisputed balance by the due date; the parties will resolve the disputed amount under clause 22. Amounts not disputed in that way before the due date are payable in full; notifying a dispute after the due date does not defer payment or create any set-off, but a genuine billing error may still be raised and, once agreed or resolved under clause 22, will be corrected.

6.4 Overdue amounts accrue simple interest at 10% per annum from the due date until payment. You must also pay our reasonable costs of recovering overdue amounts, including collection-agency and legal costs.

6.5 Fees are exclusive of GST and other taxes unless stated otherwise. Where GST applies to a taxable supply under this agreement, the recipient must pay the GST amount in addition to the Fees on receipt of a valid tax invoice (or, for New Zealand GST, taxable supply information). You are responsible for all other taxes, duties and levies arising from your purchase, other than taxes on our net income.

6.6 We may change standard pricing and month-to-month Fees on at least 30 days' notice, effective from your next billing cycle after the notice period (and, for any Minimum Commitment, from its expiry).

7. Suspension

7.1 If any undisputed amount remains unpaid 30 days after its due date, we may give you written notice of suspension. If the amount remains unpaid 14 days after that notice, we may, without further notice and until all overdue amounts are paid in full:

- a. suspend or restrict access to any or all Cloud Platforms and Mobile Applications (including access to Customer Data through them);
- b. remotely disable or restrict any or all Hardware; and
- c. withhold support and deliverables.

7.2 Fees (including Subscription Fees and Minimum Commitment amounts) continue to accrue during any suspension under clause 7.1, and during any suspension under clause 7.5 to the extent it arises from your act or omission; suspension does not extend any term, and no refund or credit arises in respect of those periods of suspension.

7.3 We will restore the suspended Services within a reasonable period after all overdue amounts are paid in full.

7.4 If a suspension under this clause continues for 30 days, we may terminate this agreement or any Order Form under clause 19.2, in which case all amounts payable to the end of any Minimum Commitment become immediately due, discounted at the rate in clause 6.4 for the period by which each amount is accelerated.

7.5 We may also suspend any Service immediately, for so long as reasonably necessary, where we reasonably believe suspension is required to protect the Services, other customers or the public, to address a security incident, or to comply with law; where practicable we will give prior notice and will confine the suspension to what is reasonably necessary.

8. Customer Data and data rights

8.1 Your data is yours. As between the parties, you own Customer Data. Nothing in this agreement transfers ownership of Customer Data to us.

8.2 Licence to us. You grant us a worldwide, royalty-free, transferable licence (with the right to sublicense to our related bodies corporate and service providers) to host, store, copy, communicate, process, display, adapt and otherwise use Customer Data – including Captured Data – for the following purposes:

- a. providing, operating, securing and supporting the Services;
- b. developing, training, evaluating and improving our Models, algorithms, products and services, wherever practicable using data that has been de-identified or aggregated;
- c. creating Derived Data and De-identified Data;
- d. producing analytics, statistics, benchmarks and research; and
- e. complying with law and enforcing this agreement.

This licence continues for as long as we hold the relevant data, and is not affected by the ending of this agreement.

8.3 Our materials. As between the parties, we own all right, title and interest in the Models, Derived Data and De-identified Data, and may retain and use them. De-identified Data and Derived Data are not Customer Data and are not Confidential Information of the Customer.

8.4 Deletion, return or de-identification of Customer Data (whether on request, under law or otherwise) does not affect any Model, Derived Data or De-identified Data already created.

8.5 After this agreement ends. Customer Data remaining in our systems continues to be handled under this clause 8, the Privacy Policy and Privacy Laws, with Personal Information de-identified or deleted when no longer required for the purposes in clause 8.2 and, in any event, as Privacy Laws require. Export and end-of-term decommissioning are dealt with in Schedule 4.

8.6 Your responsibilities for Customer Data. You warrant and agree that:

- a. you have, and will maintain, all rights, authorisations, consents and lawful bases necessary to collect Customer Data through the Services and to grant the licence in clause 8.2, including under Privacy Laws and any surveillance-devices, tracking, monitoring, road-transport or local-government legislation applying to your deployments in each place where you operate;

- b.** where notice or signage to the public is required for your use of ANPR or surveillance technologies, you are responsible for providing it;
- c.** you are solely responsible for assessing and ensuring the lawfulness of each deployment – including its locations, its capture configuration, and any use of tracking or location features – in each jurisdiction where you operate;
- d.** you will not upload data you have no right to hold; and
- e.** you are responsible for the accuracy of reference data you load (such as permit lists and vehicle-of-interest lists).

8.7 We maintain backup and recovery capability for the Cloud Platforms as described in Schedule 4, but you remain responsible for retaining source records you are required by law to keep independently of the Services.

9. Privacy

9.1 Each party must comply with Privacy Laws applicable to it in connection with this agreement.

9.2 We handle Personal Information as described in our Privacy Policy and Schedule 4. Where we process Personal Information within Customer Data, we do so for the purposes in clause 8.2 and Schedule 4, and you are responsible for your own compliance as the collecting organisation.

9.3 Each party will provide reasonable assistance to the other in responding to individuals' requests and regulator enquiries concerning Personal Information handled under this agreement.

10. Intellectual property

10.1 We (and our licensors) own all Intellectual Property Rights in the Services, the Software, the Hardware designs, the Models, the Documentation, and all modifications, configurations and derivative works of them. No rights are transferred to you except the licence in clause 10.2.

10.2 We grant you a non-exclusive, non-transferable licence, for the term of the applicable Order Form or Subscription, to access and use the Services (including the quantity of seats, devices or usage stated in the Order Form) for your internal business and statutory purposes, in accordance with this agreement.

10.3 If you give us feedback, suggestions or improvement requests, we may use them freely and without obligation, and any resulting Intellectual Property Rights vest in us.

10.4 We warrant that, to the best of our knowledge, the Services as supplied by us and used in accordance with this agreement do not infringe the Intellectual Property Rights of any third party. This warranty does not extend to Customer Data or to use of the Services in combination with items not supplied by us.

11. Restrictions

11.1 Except to the extent a restriction cannot lawfully be imposed (including under the Copyright Act 1968 (Cth) provisions permitting certain interoperability activities), you must not, and must not permit or assist anyone else to:

- a. copy, modify, adapt, translate or create derivative works of the Software or Documentation;
- b. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, architecture or underlying ideas of the Software;
- c. open, probe, disassemble or tamper with Hardware; extract, dump or copy its firmware, storage or keys; or access or enable any debug, console or engineering interface;
- d. extract, copy, distil or otherwise attempt to derive any Model, its weights, architecture or training data, including by systematic querying of the Services, or use outputs of the Services to train, fine-tune or evaluate any machine-learning system that performs vehicle or number-plate recognition or a similar function;
- e. circumvent, disable or interfere with licensing, metering, security or tamper-evidence mechanisms;
- f. publish or disclose performance, accuracy or comparison results concerning the Services without our prior written consent, other than disclosures required by law or by a reporting, audit or freedom-of-information obligation applying to you;
- g. use the Services or any output to develop, or assist anyone developing, a competing product or service;
- h. sublicense, resell, rent, lease, distribute or provide the Services to any third party, or operate them as a bureau or service for others, without our written consent; or
- i. remove or obscure proprietary notices.

11.2 Rights not expressly granted are reserved.

12. Acceptable use

You must use the Services in accordance with the Acceptable Use Policy at aeroranger.com/terms/acceptable-use, which forms part of this agreement. In summary: lawful purposes only; no tracking or surveillance of individuals without lawful authority; no interference with the Services or their security; no unlawful content.

13. Confidentiality

13.1 Each party must keep the other's Confidential Information confidential, use it only for the purposes of this agreement, and disclose it only to personnel, advisers and (in our case) subprocessors who need it and are bound by confidentiality obligations, or as required by law or the rules of a stock exchange (with prior notice to the other party where lawful).

13.2 Our Confidential Information includes the Software, Documentation, pricing and quotes, security information and non-public product information. Your Confidential Information includes Customer Data (which does not include De-identified Data or Derived Data) and the commercial terms of your Order Forms.

13.3 On written request after termination, each party will return or destroy the other's Confidential Information in its possession, except copies retained under clause 8, for legal compliance, or in routine backups pending cycling.

14. Publicity

We may identify you by name and logo as a customer in our marketing materials and customer lists, in accordance with any brand guidelines you provide. If you prefer we do not, email support@aeroranger.com and we will stop within a reasonable period.

15. Third-party services

The Services may interoperate with or link to third-party products and services (including app stores, mapping providers and integrations you enable). Third parties are responsible for their own products, terms and privacy practices; we are not liable for them, and enabling an integration is your instruction to exchange the relevant data with that third party.

16. Warranties and consumer guarantees

16.1 Nothing in this agreement excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or the Consumer Guarantees Act 1993 (NZ) that cannot lawfully be excluded, restricted or modified.

16.2 If you acquire the Services in trade in New Zealand: the parties agree that the Consumer Guarantees Act 1993 (NZ) does not apply to the Services; the parties contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 (NZ) to the maximum extent permitted by section 5D of that Act; and each party confirms that it is in trade, that this agreement is in writing, and that it is fair and reasonable that the parties are bound by this clause.

16.3 Where a guarantee applies that cannot be excluded but our liability for its breach can be limited, our liability is limited, at our option: for goods – to repair or replacement, supply of equivalent goods, or payment of the cost of doing so; for services – to resupply, or payment of the cost of resupply.

16.4 Subject to clauses 16.1–16.3, the Services are provided "as is", and all other conditions, warranties, guarantees and representations (express or implied) are excluded, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, and any warranty that the Services will be uninterrupted, error-free or that recognition outputs will be accurate or complete.

17. Liability

17.1 Subject to clauses 16 and 17.4, our total aggregate liability for all claims arising out of or in connection with this agreement, however arising (contract, tort including negligence, statute or otherwise), is limited to the Fees paid by you in the one month immediately preceding the event giving rise to the claim.

17.2 Subject to clause 17.4, neither party is liable to the other for loss of profits, revenue, anticipated savings, goodwill or data, or any indirect or consequential loss, however arising, even if advised of the possibility.

17.3 Each party's liability is reduced proportionately to the extent the other party's acts, omissions or breach contributed to the loss.

17.4 Nothing in this clause limits or excludes: liability that cannot lawfully be limited or excluded; your obligation to pay Fees; your liability under clause 18.1; our liability under clause 18.2; or liability arising from a party's fraud or wilful misconduct.

18. Indemnities

18.1 You indemnify us and our personnel against loss, damage, costs (including reasonable legal costs) and expenses arising from any third-party claim (including by a government authority or individual) to the extent arising from:

- a. Customer Data, including any claim that its collection or our licensed handling of it breaches law or third-party rights, where the claim arises from your breach of clause 8.6;
- b. your enforcement, regulatory or business decisions or actions taken using the Services or their outputs;
- c. your breach of clause 11 (Restrictions) or the Acceptable Use Policy; or
- d. your unlawful, wilful or negligent acts or omissions.

The indemnity in this clause 18.1 is reduced proportionately to the extent the relevant loss arises from our breach of this agreement or our negligence.

18.2 We indemnify you against loss, damage, costs and expenses arising from any third-party claim that your use of the Services in accordance with this agreement infringes that third party's Intellectual Property Rights. If such a claim arises or is likely, we may procure your right to continue use, or modify or replace the affected Service so it is non-infringing; if neither is reasonably practicable we may terminate the affected Service and refund prepaid unused Fees for it. This clause states our entire liability, and your exclusive remedy, for third-party IP claims.

18.3 The indemnified party must promptly notify the indemnifying party of a claim, give it control of defence and settlement (provided any settlement imposing obligations on the indemnified party beyond payment requires its consent), and provide reasonable cooperation at the indemnifying party's cost. It is not necessary for a party to incur an expense or make a payment before enforcing an indemnity.

19. Termination

19.1 By you. You may terminate this agreement or an Order Form at any time on 30 days' written notice. Termination does not relieve you of Minimum Commitment amounts, which remain payable in full to the end of the committed period. For a Subscription bought online with no Minimum Commitment, no notice period applies: you may cancel at any time, effective at the end of the month you have paid for, and that month is not refunded.

19.2 By us, for cause. We may terminate this agreement or any Order Form immediately by notice if: you fail to pay overdue amounts and clause 7.4 applies; you commit a material breach not remedied within 14 days of written notice; you breach clause 11 or use the Services unlawfully; or an Insolvency Event occurs in respect of you.

19.3 By us, for convenience. We may terminate this agreement or any Order Form on at least 30 days' written notice, in which case Fees prepaid for the period after the effective date of termination are refunded. Retirement of a Service line is dealt with in Schedule 1.

20. Consequences of termination

20.1 On termination or expiry: your licences under clause 10.2 end; you must stop using the Services (other than access for self-service export as provided in clause 7.1 of Schedule 4); all unpaid amounts (including under clauses 7.4 and 19.1) become immediately due; and Hardware must be dealt with under Schedule 3.

20.2 Data export and end-of-term decommissioning are dealt with in Schedule 4. Our rights under clauses 8.2–8.5 survive.

20.3 Clauses 6 (for accrued amounts), 8, 10, 11, 13, 16, 17, 18, 20, 22, 23, 24 and 25 survive termination or expiry, together with any provision expressed or intended to survive.

21. Changes to these terms

21.1 We may update this agreement, the Schedules, the Acceptable Use Policy and our standard pricing from time to time by publishing the updated version at aeroranger.com/terms.

21.2 For material changes we will give reasonable advance notice (by email, in-product notice or on the website) before the change takes effect, except where a change is required urgently for security, legal or regulatory reasons.

21.3 Continued access or use after the effective date constitutes acceptance. For any Minimum Commitment entered before a material change was notified, the change takes effect from the expiry of that Minimum Commitment (as clause 6.6 provides for pricing). Otherwise, if you do not accept a material change, you may terminate under clause 19.1 before it takes effect.

21.4 The effective date of each document is published with it.

22. Disputes and governing law

22.1 Before starting proceedings (other than for urgent injunctive relief or debt recovery of undisputed amounts), a party must give the other written notice of the dispute, and senior representatives of each party must meet (in person or remotely) and attempt in good faith to resolve it within 20 business days of the notice.

22.2 This agreement is governed by the law of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

23. Notices

23.1 We may give notices by email to your nominated account or billing contact, by in-product notice, or by publication on our website (for changes of general application). You may give notices by email to support@aeroranger.com (legal notices: with a copy to the registered office).

23.2 Notices are taken to be received: by email – when sent to the correct address, unless a delivery failure is received; in-product or by publication – when first made available.

24. General

24.1 Assignment. You may not assign or novate this agreement without our written consent (not to be unreasonably withheld for machinery-of-government or council-amalgamation changes). We may assign or novate in connection with a restructure, or a sale or divestment of the business, on notice to you.

24.2 Subcontracting. We may subcontract obligations (including to subprocessors under Schedule 4) and remain responsible for our subcontractors.

24.3 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control (excluding payment obligations), provided it takes reasonable steps to mitigate.

24.4 Entire agreement; severance; waiver; relationship. This agreement is the entire agreement about its subject matter and supersedes prior communications. A void or unenforceable part is severed to the minimum extent necessary. A failure to enforce is not a waiver. The parties are independent contractors.

24.5 Trials. Services provided for trial or evaluation are supplied for evaluation purposes only, "as is", for the period we state, and may be withdrawn at any time.

25. Definitions and interpretation

25.1 In this agreement:

Acceptable Use Policy

the policy published at aeroranger.com/terms/acceptable-use, as updated under clause 21.

Captured Data

data captured by or through the Services or Hardware in the course of your deployments, including number-plate reads, OCR results and confidence values, vehicle images and video frames, GPS and location data, headings, timestamps, and associated sensor and device telemetry.

Cloud Platforms

the hosted platforms described in Schedule 1, including CORE (core.aeroranger.com) and Dashboard (dashboard.aeroranger.com).

Confidential Information

information disclosed by one party to the other that is by its nature confidential, excluding information lawfully known without obligation, independently developed, or public other than by breach.

Customer Data

data you or your Users provide to or input into the Services, together with Captured Data captured on your behalf. Customer Data does not include De-identified Data, Derived Data or the Models.

De-identified Data

data derived from Customer Data from which identifiers have been removed or altered such that no individual is identified or reasonably identifiable.

Derived Data

data and materials generated by us from or using Customer Data or use of the Services that do not identify any individual or the Customer, including aggregated and statistical data, benchmarks, indexes, insights, embeddings, training and evaluation artefacts, and performance telemetry.

Documentation

user guides, technical and training materials we make available for the Services.

Fees

the fees for the Services determined under clause 6.1.

Hardware

devices and equipment we supply as a service under Schedule 3.

Insolvency Event

bankruptcy, liquidation, administration, receivership, a creditors' arrangement, ceasing to pay debts as they fall due, or any analogous event.

Intellectual Property Rights

all intellectual and industrial property rights worldwide, whether registered or not, including copyright, patents, trade marks, designs, circuit layouts, trade secrets, know-how and rights in data and databases, and applications for any of them.

Minimum Commitment

a minimum term or minimum spend stated in an Order Form.

Mobile Applications

the mobile applications described in Schedule 2.

Models

machine-learning models, weights, parameters and architectures developed or used by us, and improvements to them.

Order Form

an order form, proposal, quote acceptance or online order referencing these terms, agreed between the parties.

Personal Information

has the meaning given in the Privacy Act 1988 (Cth), and includes "personal information" under the Privacy Act 2020 (NZ).

Privacy Laws

the Privacy Act 1988 (Cth) including the Australian Privacy Principles, the Privacy Act 2020 (NZ), and other applicable privacy, data-protection and surveillance laws.

Services

has the meaning given in clause 4.1.

Software

software comprised in or provided as part of the Services, including code, interfaces and configurations.

Subscription

a recurring payment plan for Services.

User

a person you authorise or enable to access the Services.

25.2 In this agreement: headings are for convenience; "including" is without limitation; the singular includes the plural; a reference to legislation includes its amendments and instruments; "\$" is Australian dollars; a reference to a clause or Schedule is to this agreement; and no rule of construction applies against the drafter.