

Date: 21 July 2026

Attn: FCC Office of Engineering and Technology / UL Verification Services TCB

Subject: Request for Long-Term Confidentiality – Internal Photos and User Manual

FCC ID: S491225S5SRXT

To Whom It May Concern:

Pursuant to KDB 726920 D01, GroundProbe Pty Ltd (“GroundProbe”) requests Long-term confidentiality for the User Manual and Internal photos associated with this application. As a general matter, these materials contain detailed system descriptions, proprietary design information, and technical content that GroundProbe considers to be confidential and commercially sensitive.

GroundProbe maintains strict control over the internal photos and user manual. Access to these materials is limited to authorized personnel on a ‘need to know’ and is governed by contractual obligations upon sale or lease of the device. The user manual clearly states its confidential nature, specifies that it is intended only for licensed and trained users, and prohibits distributing to any third parties. Upon termination or expiry of agreement, all GroundProbe property must be returned, including the user manual.

The circuit boards and internal components of the unit are not accessible to the general public. As part of the agreement GroundProbe prohibits the disassembly or reverse engineering of the unit. Any servicing or maintenance of the device must be by professional and authorized technicians.

All sales and leases of the devices are conducted under NDA, and all products leased or sold must be accompanied by a maintenance and support (M&S) plan. The NDA includes provisions restricting disclosure of confidential information and intellectual property. Relevant clauses are taken from GroundProbe general terms and conditions for the Slope Stability Radar contracts related to non-disclosure of confidential information and IP.

GroundProbe Pty Ltd – Sale Terms and Conditions

1 Definitions and Interpretations

Confidential Information (of a Party) means any information that falls into one or more of the following categories:

- (e) Which is by its nature confidential, or which is designated as confidential by such Party, or which the other Party knows (or ought reasonably to know) is confidential; or
- (f) Any information, manuals, documents, technical or product specifications which relate to such Party's products.

3 Product Sale

3.1 GroundProbe to sell the GroundProbe Products

GroundProbe will sell the GroundProbe Products to the Customer and the Customer will purchase the GroundProbe Products from GroundProbe on the terms set out in the Agreement

3.3 Maintenance and Support Plan

- (a) All GroundProbe Products must be sold in conjunction with a M&S Plan.

5 Customer requirements

- (b) Do not copy, host, reproduce, lease, rent, licence, sell or otherwise make available or transfer all or any part of the GroundProbe Products to any third-party;
- (d) Do not attempt to maintain the GroundProbe Products (or any part of them), except with GroundProbe's written permission.
- (e) Do not attempt to modify, port, adapt, disassemble, decompile or otherwise reverse engineer any of the GroundProbe Products including source code, data representations or underlying algorithms, processes or methods, except to the extent permitted by non-excludable Laws;
- (f) Do not violate or attempt to violate the security of the GroundProbe Products or attempt to disable, impair, damage or destroy the GroundProbe Products or any part thereof;

10 Confidential information

10.1 Confidentiality obligation

(a) Each Party agrees to keep confidential, and not to use or disclose, other than as permitted under the Agreement, any Confidential Information of the other Party during the Term and for a period of 5 years thereafter.

(b) The obligation of confidence in clause 10.1(a) extends to Confidential Information provided to or otherwise obtained by a Party before entering into the Agreement.

10.2 Permitted disclosure

(a) Each Party may use and disclose Confidential Information of the other only on a 'need to know' and confidential basis, and solely for the exercise of rights, or the performance of obligations under the Agreement, in one or more of the following circumstances:

- (1) With the prior written consent of the other Party; or
- (2) To its Personnel and professional advisors including its auditors;
- (3) To its Affiliates and their Personnel; and
- (4) In the case of GroundProbe, to its third-party contractors and service providers to the extent reasonably necessary to provide the GroundProbe Products

(b) A Party which discloses Confidential Information of the other pursuant to clause 10.2(a) must ensure that such information is kept confidential by the recipient pursuant to confidentiality obligations that are substantially similar to, and at least as onerous as, the obligations set out in this clause 10.

10.3 Preventing disclosures

Each Party must take all steps and do all such things as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other Party.

19 Termination

19.3 Consequences of termination or expiry of the Agreement

On expiry or termination of the Agreement (whether effected under this clause 19 or otherwise):

(c) The Customer must, within fourteen (14) days of the date of expiry or termination of the Agreement:

(2) Return to GroundProbe all GroundProbe property (including manuals, equipment, tools, Rotational Items, spare parts not paid for, and any other items) which the Customer may have in its possession; and

(d) Any Software Licences granted under the Agreement will continue and remain subject to the same terms and conditions, notwithstanding expiration or termination of the Agreement.