

beyond data

Master Service Agreement & Privacy Notice

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Master Service Agreement

Definitions

"Solutions" means: (a) the AgileData data platform (including any white-label deployment under 'Beyond Data Platform'); (b) the Veezoo question-based analytics platform to the extent Beyond Data provides onboarding, support or project services; (c) any bespoke analytics, machine-learning, AI or optimisation deliverables created by Beyond Data with or without third-party tools; and (d) training, coaching or workshop programmes on agile, product management or data-driven decision-making.

"Content" refers to all software, data, text, images, sounds, videos, and other content provided by or on behalf of Beyond Data.

"Customer Data" refers to the data that you upload, post, or otherwise transmit on or through any Solutions.

"Third-Party Services" refers to third-party services, resources, or websites that the Solutions may use or provide access to.

"Updates" refers to enhancements or improvements to the features/functionality of the Solutions, which may include patches, bug fixes, updates, upgrades, and other modifications.

"We", "us", "our", and "Beyond Data" refers to Beyond Data Analytical Services, an entity registered in Australia.

"You" and "your" refers to you, as a Customer and user of the Solutions.

Acceptance of Terms

By accessing and using the Solutions, you agree to be bound by these Terms of Service ("Terms"), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing Beyond Data provided Products.

Please read these Terms carefully before using our service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

From time to time these Terms may change. In such an event, you will be notified of any changes. Your acceptance will be assumed if no exceptions are agreed after Beyond Data having received objections in writing within 30 days of notice being provided.

Products and Supports

Beyond Data will provide to the Customer the Beyond Data Products (as defined below) identified in accordance with this Agreement and the Customer may use and access such Beyond Data Products, each according to the terms of this Agreement. Beyond Data will comply with applicable laws and regulations in providing the Beyond Data Products.

Registration and User Accounts

To use certain features of the Solutions, you may be required to create an account ("Account"). Currently this requires you to have a Google Account. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You may not share your Account or password with anyone, and you agree to notify Beyond Data immediately of any suspected or identified unauthorised use of your Account or any other breach of security.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Solutions or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

Beyond Data reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

User Responsibilities and Conduct

As a user of the Solutions, you agree to:

1. use the Solutions in compliance with all applicable local, state, national, and international laws, rules and regulations.
2. ensure that all data you upload or otherwise provide to the Solutions is accurate, current, and complete. While we provide tools to help you identify data quality issues, you are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data you provide.
3. respect the intellectual property rights of others. You must not upload or share content that infringes the intellectual property rights of others.
4. not use the Solutions to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Service, or any other system, device or property.

5. not attempt to gain unauthorised access to the Solutions, or the computer systems or networks connected to the Solutions, through hacking, password mining, or any other means.
6. comply with any restrictions, obligations, usage limits, or Fair Use policies provided in any Product Documentation or applicable Order Forms or Statements of Work.
7. only use the product documentation and the products for Customer's own internal business purposes, or for any purpose permitted under any applicable Order form or Statement of Work
8. maintain the confidentiality of any non-public information that you access or learn in connection with your use of the Solutions. You must not disclose or share such information without appropriate consent.
9. not interfere with or disrupt the Solutions or servers or networks connected to the Solutions, including by transmitting any worms, viruses, spyware, malware, or any other harmful or disruptive code.

The Customer is responsible for ensuring safe and secure access to its environment and its configuration of the integration of source systems managed by the Customer when connecting to Beyond Data provided Products. This includes implementing and managing procedural and administrative safeguards on its systems and networks sufficient to: (a) ensure the confidentiality, security, integrity, and privacy of Customer Data and (b) follow the principle of least privilege when connecting the Beyond Data Products to the Customer's Source Systems, especially by granting no more than read-only access to data sources. The Customer is also responsible for provisioning Users, including: (i) methods of authenticating Users (such as SSO or industry-standard secure username/password policies); (ii) instructing Beyond Data on required admin activity; (iii) promptly requesting de-authorisation of personnel who no longer need access to the applicable Beyond Data Product; (iv) setting up any API usage in a secure way; and (v) use commercially reasonable efforts to prevent unauthorised access to or use of the Solutions, and notify Beyond Data promptly of any such unauthorised access or use.. Beyond Data will have no obligations or liability as to any loss resulting from Customer's security configuration or administration of the Beyond Data Products.

The Customer will not:

1. sell, resell, licence, sublicense, distribute, make available, rent or lease the products.
2. use the products to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.
3. upload any credit card information into the products without written consent of Beyond Data and any relevant partner or supplier.
4. use the products to store or transmit Malicious Code;
5. interfere with or disrupt the integrity or performance of the solutions or third-party data contained therein.
6. attempt to gain unauthorised access to the solutions or any related systems or networks.
7. permit direct or indirect access to or use of the products in a way that circumvents a contractual usage limit.

8. modify, copy, or create derivative works based on the solutions or any part, feature, function or user interface.
9. frame or mirror any part of the solutions.
10. disclose the results of any benchmark tests undertaken in relation to the products without Beyond Data or its partners or its suppliers prior written consent.
11. disassemble, reverse engineer, or decompile the solutions or access either to build a competitive product or service, copy any ideas, features, functions or graphics of the solutions, or determine whether the solutions are within the scope of any patent.
12. use the common law or registered trademarks of Beyond Data or any of its partners, suppliers or licensors without prior written consent.

If Customer receives notice that any Customer Data must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Fair Use policy, the Customer will promptly do so.

Any use of the Beyond Data provided Products in breach of the foregoing by the Customer that, in the Beyond Data, its partners, suppliers or licensors reasonable judgement, threatens the security, integrity or availability of the Solutions may result in the immediate suspension of the Customer's access to the Solutions. However, Beyond Data will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

Data Privacy and Security

At Beyond Data, we recognise the importance of your data and are committed to protecting your privacy and maintaining the security of any personal information received from you.

Data Collection: When you use the Solutions, we may collect certain information about your use of the service. This can include both information that you provide to us and information that we collect automatically, such as IP addresses, browser characteristics, device characteristics, operating system, language preferences, referring URLs, and data regarding your use of our service. If you choose to have Beyond Data extract data from your systems, your data may be collected and transferred by authorised overseas third party service providers in order to store the data in the Beyond Data Solutions. Any data transiting overseas third party tools will only be stored temporarily for the purpose of data transfer to the Beyond Data Solutions and will be immediately deleted upon successful transfer, by the third party. If you want to avoid the use of third party service providers, you are encouraged to make specific considerations with Beyond Data or have your systems push data into the Beyond Data Solutions so you retain control over your data.

Data Usage: We use your information to provide, maintain, and improve the Solutions, to develop new services, and to protect Beyond Data and our users. We may also use the

information we collect to offer you custom content, such as to provide you with more relevant search results.

Data Sharing: We will not disclose your personal information or your data without your consent, except as necessary to provide you with the services offered by us or to comply with the law. To provide The Platform to you, we may use third party tools and services to perform operations such as extracting, storing, processing, and visualising your data.

Data Security: We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. These measures include data encryption, firewalls, and access controls, both developed by us and by third party providers such as the Google Cloud Platform. We are committed to protecting your data but as we leverage third party services (such as the Google Cloud Platform) we cannot guarantee the security of the data you submit to the Solutions; any data submission is at your own risk.

Data Storage: The data you provide us is stored for use by The Platform in Google Cloud Platform data centres in Australia with local redundancy. This means we reduce the risk of your data being lost by backing it up to other data centres, only within Australia.

Confidentiality

Confidential Information. All information disclosed by one party to the other party during the term of this Agreement, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information". Confidential Information of Beyond Data includes non-public information regarding features, functionality and performance of the Beyond Data Products. Customer Data is considered Customer's Confidential Information. The receiving party agrees to maintain the confidentiality of any Confidential Information of the disclosing party using at least the same degree of care it uses to protect its own confidential information, which shall not fall below a reasonable standard of care.

Exceptions. Confidential Information does not include information which: (a) is part of the public domain at the time of disclosure; (b) becomes a part of the public domain through no fault of the receiving party or persons or entities to whom the receiving party has disclosed, transferred or permitted access to such information; (c) becomes available to the receiving party on a non-confidential basis from a source legally entitled to share the information without confidential treatment; (d) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (e) is released from the confidentiality obligations herein by written consent of the disclosing party.

Nondisclosure. The receiving party will not disclose any Confidential Information of the disclosing party to any person or entity, except: (a) to agents of the receiving party who have a

need to know such information and who are subject to confidentiality agreements with the receiving party at least as protective of the disclosing party's Confidential Information as this Agreement, or (b) as required to be disclosed by law by any governmental or other regulatory authority, securities exchange or pursuant to the terms of a valid and effective subpoena or court order, provided that the receiving party immediately notifies the disclosing party (to the extent permitted) of the existence, terms and circumstances surrounding such a request so that the disclosing party may seek appropriate protective action. The receiving party may not use the disclosing party's Confidential Information for any purpose other than to exercise its rights and comply with its obligations under this Agreement.

Return; Destroy; Protect. On the disclosing party's request, the receiving party must return or destroy all Confidential Information of the disclosing party which has been supplied to or acquired by the receiving party, other than: (a) records the receiving party has a separate legal right or obligation to retain; and (b) copies of such Confidential Information created in the ordinary course of the receiving party's business and retained in accordance with its internal document retention and information technology policies. To the extent the receiving party retains such Confidential Information, the receiving party will continue to protect such Confidential Information in accordance with this Agreement for so long as it meets the definition of Confidential Information.

Technology Restrictions. Customer will not, and will not allow, permit or assist any User or third party to, directly or indirectly: reverse engineer, decompile, disassemble, modify, create derivative works of, derive or otherwise attempt to discover the source code underlying any Beyond Data offered Product or service; resell any Beyond Data provided Product or use any Beyond Data provided Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; attempt to probe, scan or test the vulnerability of any Beyond Data Product, breach the security or authentication measures of any Beyond Data provided Product without proper authorisation or willfully render any part of a Beyond Data provided Product unusable; use or access any Beyond Data provided Product to develop a product or service that is competitive with any Beyond Data provided Product, engage in competitive analysis or benchmarking, or publicly disseminate performance information or analysis regarding any Beyond Data provided Product; remove any proprietary notices or labels on any Beyond Data provided Product; or use any Beyond Data provided Product in violation of any applicable laws or regulations (including any export law) or outside the scope expressly permitted hereunder (including in the applicable Order Form or Statement of Work);

Intellectual Property Rights

By uploading, posting, or otherwise transmitting Customer Data on or through the Solutions, you grant Beyond Data a limited licence to use, display, perform, distribute, modify, and reproduce the Customer Data only to the extent necessary to provide Beyond Data provided Products to you.

Beyond Data does not claim ownership of any Customer Data. You grant Beyond Data a licence to use the Customer Data to provide, improve, and protect the Solutions. When you provide Customer Data via the Solutions, you are responsible for ensuring you have all necessary rights to grant the licences in this paragraph.

The content, features, and functionality of the Solutions are and will remain the exclusive property of Beyond Data, its partners, suppliers, and its licensors, and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge that all rights, title, interests and intellectual property in and to the Solutions, the Product, services, and Product Documentation, are owned by Beyond Data and its partners, suppliers, and licensors. If requested by Beyond Data, the Customer will sign any such document as may be required to perfect or confirm the intellectual property rights as stated in this section.

While you retain all rights to the data you upload or otherwise provide to the Solutions ("Customer Data"), you acknowledge and agree that Beyond Data, its partners, suppliers, and licensors hold all right, title, and interest in and to the Solutions and all software, materials, formats, interfaces, information, and proprietary information and technology used by Beyond Data or provided to you in connection with the Solutions. You agree to grant Beyond Data, its partners and suppliers a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the Services, Software and/or Product Documentation any suggestion, enhancement request, recommendation, correction or other feedback provided by you or any person within your organisation. You also agree to grant Beyond Data, its partners and suppliers a worldwide, royalty-free licence to use and store the Customer Data only for the purposes of providing the products to you and meeting their contractual obligations to each other to provide products to you. Beyond Data reserves the right to use the Customer's name and logo for the purposes of marketing Beyond Data products.

Beyond Data may also create and publish case studies based on the Customer's engagement with Beyond Data. Such case studies may include the Customer's name, logo, a description of the business problem addressed, the solution delivered by Beyond Data, and the actual or reasonably estimated return on investment or other value derived from the engagement. The case study will not include any confidential Customer data. The Customer may withdraw its consent to a published case study at any time by giving written notice to Beyond Data, in which case Beyond Data will remove the case study from its marketing materials within thirty (30) days of receiving such notice.

This Agreement does not grant you any right, title, interest, licence (whether by implication, estoppel, or otherwise) in or to any intellectual property owned by Beyond Data or any third party. All rights not expressly granted to you are reserved by Beyond Data and its licensors.

Third-Party Services and Content

The Platform may use or provide access to one or more third-party services, resources, or websites ("Third-Party Services"). These Third-Party Services are controlled by third-party operators, and your use of them is subject to the terms and conditions of those operators.

Beyond Data makes no representations or warranties regarding any Third-Party Services. You agree that Beyond Data is not responsible or liable for any loss or damage of any sort incurred as a result of the use of any Third-Party Services.

Where Beyond Data acts as implementation partner and the customer contracts directly with a third-party vendor (e.g. Veezoo), (i) the vendor's platform terms govern use of that platform; (ii) Beyond Data's obligations are limited to the services described in the Order Form; (iii) Beyond Data disclaims any warranties for the vendor platform.

Any usage of a third party tool that you connect to The Platform is solely between you and such parties. We encourage you to review the privacy policies and Terms of Service of any Third-Party Services you use.

The Platform may display, include, or make available content, data, information, applications, or materials from third parties, or provide links to certain third-party websites. You acknowledge and agree that Beyond Data is not responsible for the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such content.

Payment of Fees

Calculation of Fees. The Customer will pay Beyond Data the applicable fees described in each applicable Order Form or Statement of Work (the "Fees"). All Fees are non cancelable and nonrefundable, except as expressly provided otherwise herein. If the Customer's use of a Beyond Data Product exceeds the usage or capacity set forth on the applicable Order Form or Statement of Work, or otherwise requires the payment of additional Fees (per the terms of this Agreement), Beyond Data will invoice the Customer in arrears for such additional usage or capacity and the Customer agrees to pay the additional Fees in the manner provided herein. Except as expressly provided in any applicable Order Form or Statement of Work, renewal of a promotional or one-time priced Subscription for the Customer will be at Beyond Data's applicable fees in effect at the time of the applicable renewal.

If the Customer uses an unapproved Application and such use results in Beyond Data, its partners, suppliers, or licensors incurring any additional costs, then (unless stated otherwise in the relevant Order Form or Statement of Work), Beyond Data may request that the Customer reimburse (via an adjustment to the Fees or otherwise) Beyond Data for those additional costs. If the parties are unable to agree (in writing) on the reimbursement or mechanism for charging

the reimbursement (as applicable) within 14 days of Beyond Data's request, then Beyond Data may disable the integration between the Application and Beyond Data provided Product.

Payment Terms. Beyond Data will issue invoices for the Solutions (or, if the Customer so elects, process payment using the credit-card details supplied by the Customer). The Customer may choose to pay the annual Subscription Fees in advance and will receive a 10 % discount on those Fees; otherwise, all undisputed Fees are due within fourteen (14) days of the invoice date. Usage-based charges, if any, will be invoiced monthly in arrears. The Customer warrants that it is authorised to use any credit card provided and authorises Beyond Data to transmit the card details to its payment processor solely to complete the transaction. Any overdue amount will accrue interest at the statutory rate prescribed under the Civil Proceedings Act 2011 (Qld) until paid in full. If an invoice remains unpaid thirty (30) days after its due date, Beyond Data may—after giving the Customer written notice and five (5) Business Days to cure the non-payment—suspend access to the relevant Solution. The Customer must raise any billing dispute within sixty (60) days of the invoice date; the parties will work in good faith to resolve the dispute and the Customer will pay all undisputed amounts by the original due date.

Taxes. All amounts payable by Customer under this agreement are exclusive of GST and GST amounts will be added to each invoice as per Australian tax authority.

Term and Termination

Term. This Agreement will continue from the Effective Date until terminated as set forth below (the "Term"). The initial term of each Order Form or Statement of Work will begin on the effective date of such Order Form or Statement of Work and will continue for the subscription term set forth therein, provided that if the Customer is on a monthly plan (a) such Order Form or Statement of Work will continue until such date as the applicable monthly plan is cancelled and (b) after cancellation, the Customer may revive its account by recommencing usage of the solutions. If the Customer uses any Beyond Data provided Product after the end of the subscription term listed on the Order Form or Statement of Work, the Customer will be billed in arrears according to the Order Form or Statement of Work for any continued usage of such Beyond Data provided Product. Each Order Form or Statement of Work covering a monthly subscription will renew automatically for successive one month periods on Beyond Data's then-current Order Form or Statement of Work terms and conditions, unless a party provides notice of nonrenewal to the other party at least 30 days prior to expiration of the then-applicable subscription term.

Termination. To cancel your subscription, you must submit a cancellation request in writing at least 30 days prior to your subscription's next scheduled renewal date as per the applicable Order Form or Statement of Work. Cancellations made less than 30 days before the renewal date will result in the subscription being renewed for an additional month, and you will be charged accordingly. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms or Statements of Works then in effect. Each party may also terminate this Agreement or the applicable Order Form or Statement of Work upon written

notice if the other party (a) materially breaches any of the terms or conditions of this Agreement or the applicable Order Form or Statement of Work (including any failure to pay any amounts when due) and fails to cure such breach within 30 days after written notice describing the breach; or (b) files for bankruptcy or is the subject of an involuntary filing in bankruptcy (in the latter case, which filing is not discharged within 60 days) or makes an assignment for the benefit of creditors or a trustee is appointed over all or a substantial portion of its assets. Upon any expiration or termination, (i) Customer remains obligated to pay the balance due on Customer's account accrued prior to expiration or termination, and will be billed for such unpaid fees, and (ii) Customer shall immediately cease using the applicable Beyond Data Products. Upon termination, Beyond Data will move all data stored in the solutions to a Google Cloud Storage Account and transfer the billing ownership and therefore billing commitment to Customer. All Customer data, whether on the solutions or stored locally for development purposes, will be deleted within 30 days of termination.

Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including accrued rights to payment, and terms and conditions relating to proprietary rights, technology restrictions, confidentiality, disclaimers, termination and limitations of liability and the miscellaneous provisions below.

Service Availability and Changes

Beyond Data aims to ensure the Solutions is available 24/7/365, but we cannot guarantee this availability. We do not guarantee that the Solutions will always be available, work as described, be error-free, or be accessible at any particular time. Beyond Data does not make any warranty as to the results that may be obtained from use of the Beyond Data Products. However we will always use commercially reasonable efforts to resolve any availability or quality issues within a reasonable timeframe.

Maintenance: From time to time, the Solutions may be unavailable due to maintenance or malfunction of computer equipment or for other reasons. Beyond Data may periodically add or update the information and materials on this Platform without notice. Wherever possible, we will inform you of planned outages, however these outages will always be kept to a minimum.

Changes to the Solutions: As we always seek to improve our Platform, Beyond Data reserves the right to modify, suspend, or discontinue, temporarily or permanently, certain features within the Solutions or any service to which it connects, with or without notice and without liability to you, for any purpose. If you are specifically entitled to the use of any specific feature or module as per your Order Form then you will not have your access to this feature revoked without consideration and amendment to the applicable order form.

Updates: From time to time the Solutions features and functionality will be enhanced and improved, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates Changes: Updates may modify or delete certain features and/or functionalities of the Solutions. You agree that Beyond Data has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Solutions to you.

Your use of the Solutions means that you agree to such changes and updates. Please re-visit the 'Terms of Service' link on the website www.beyond-data.com.au from time to time to stay abreast of any changes that we may introduce.

Limitations of Liability and Disclaimers

Beyond Data provides the Solutions on an “as-is” and “as-available” basis. To the fullest extent permitted by law we disclaim all warranties—express, implied or statutory—including merchantability, fitness for a particular purpose and non-infringement. Nevertheless, we will use commercially reasonable efforts to maintain the performance, security and integrity of the Solutions and to remedy any material defects within a reasonable timeframe. Beyond Data reserves the right to assign its rights and obligations under this Agreement to its partners, suppliers or licensors.

Mutual intellectual-property indemnity. Each party will defend, indemnify and hold harmless the other party (and its officers, employees and agents) against any third-party claim that the indemnifying party's technology, deliverables or Solution infringes an intellectual-property right, provided the indemnified party promptly notifies the claim, allows sole control of the defence and settlement, and gives reasonable assistance at the indemnifying party's expense. If such a claim is likely to succeed, the indemnifying party may procure the right to continue use, replace or modify the affected item so it is non-infringing and materially equivalent, or—if those options are not commercially feasible—terminate the relevant Order Form and refund any prepaid, unused fees.

Liability cap. Except for the carve-outs listed below, the aggregate liability of either party arising out of or in connection with this Agreement, whether in contract, tort, statute or otherwise, in any rolling twelve-month period shall not exceed the fees paid or payable by the Customer for the impacted Solution during that period.

Carve-outs. Except for death/personal injury, fraud, and wilful misconduct, each party's aggregate liability in any 12-month period is capped at the fees paid or payable for the impacted Solution in that period. Data protection and confidentiality claims are further capped at three (3) times that amount. All other damages (indirect, consequential, loss of profits, loss of data) are excluded..

Excluded damages. Subject always to the carve-outs above, neither party shall be liable for any loss of profits, revenue, data or goodwill, nor for any indirect, special, incidental, punitive or consequential damages, even if advised of the possibility of such loss.

Beyond Data does not warrant that the Solutions will meet your specific requirements, be uninterrupted, timely, secure or error-free, that information provided is accurate or reliable, or that the Solutions are free from viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading or use of any materials obtained through the Solutions.

If an invoice remains unpaid thirty (30) days after its due date Beyond Data may, after giving written notice and five (5) business days to cure the non-payment, suspend access to the relevant Solution. You must raise any billing dispute within sixty (60) days of the invoice date; the parties will act in good faith to resolve the issue, and you will pay all undisputed amounts by the original due date.

To the extent permitted by Australian law, you agree not to bring any claim or proceedings against Beyond Data, its suppliers, licensors or partners except as expressly provided above.

Miscellaneous

Governing Law and Jurisdiction; Fees. This Agreement shall be governed by the laws of Queensland, without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal action relating to this Agreement must be brought in the federal or state courts in Queensland, Australia. The parties hereby accept generally and unconditionally the jurisdiction, resolution method, and venue noted above. The prevailing party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees.

Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested to each party at its respective address provided on the initial Order Form or Statement of Work.

Force Majeure. If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented or interfered with by any act or condition beyond the reasonable control of a party hereto, including without limitation, acts of God, unusually severe weather, war, invasion, riot or other civil unrest, government laws, orders or embargoes, strikes

or lockouts, that party upon giving prompt notice to the other party shall be excused from such performance during such occurrence.

Assignment. The Customer may not assign their rights of this Agreement to another party without Beyond Data's consent, whether by operation of law or otherwise. Beyond Data may assign its rights and obligations under this Agreement to another party given that the party is (a) a partner, or (b) successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party related to this Agreement.

Integration; Order of Precedence. This Agreement is the complete statement of the mutual understanding of the parties and supersedes and replaces all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. For clarity, this Agreement does not include the terms of any Order Form or Statement of Work that are additional to the terms of this Agreement. If accepted by Beyond Data in lieu of or in addition to Beyond Data Order Form or Statement of Work, Customer's purchase order shall be binding only as to the following terms: (a) the Beyond Data provided Products ordered and (b) the appropriately calculated fees due. Other terms shall be void. In the event of a conflict or ambiguity between the provisions of the main body of this Agreement, any Order Form or Statement of Work, the provisions of the Order Form or Statement of Work will take precedence, then followed by the main body of this Agreement.

Amendment; Counterparts. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement may be executed by written signature or electronically and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement. From time-to-time, Beyond Data may modify this Agreement. Unless another agreement between the parties supersedes this Agreement, any modifications made by Beyond Data to this Agreement become effective upon renewal of the then-current subscription term or entry into a new Order Form or Statement of Work.

Any waiver or failure to enforce any provision of the Terms of Service on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any portion of these Terms of Service is held to be invalid or unenforceable, the remaining portions of these Terms of Service will remain in full force and effect.

Contact Us

If you have any questions about these Terms of Service, please contact us at:

Beyond Data Pty Ltd
Email: enquiries@beyond-data.com.au

Professional Services Annex

This Professional Services Annex ("Annex") forms part of the Master Services Agreement ("MSA") between Beyond Data ("Supplier") and the Customer. Capitalised terms have the meaning given in the MSA unless otherwise defined herein.

1. Scope of Professional Services

Professional Services may include implementation, configuration, training, advisory, and other related services as described in an Order Form. Unless expressly stated, Professional Services are provided on a time and materials basis and do not include deliverables.

2. Standard of Performance

Supplier will perform Professional Services with reasonable skill and care in accordance with generally accepted industry standards.

3. Deliverables and Acceptance

Where an Order Form specifies deliverables, those deliverables will be deemed accepted upon delivery unless Customer notifies Supplier of material defects within 10 Business Days.

Supplier will use reasonable efforts to correct reported defects and re-deliver.

4. Warranty and Remedy

Supplier warrants that Professional Services will be performed in accordance with the standard of performance set out in this Annex. Customer's exclusive remedy for breach of this warranty is beginning the re-performance of the Professional Services within 30 days of notice.

5. Exclusions

Professional Services are not warranted to achieve any specific outcome or result. Supplier is not responsible for issues caused by:

- Customer's failure to provide required information, data, systems access, or personnel;
- Third-party products, services, or systems not under Supplier's control;
- Modifications or misuse of deliverables by Customer or third parties.

6. Customer Responsibilities

Customer will:

- Provide accurate and complete information, data, and instructions;
- Ensure timely availability of personnel and systems access;
- Make decisions and approvals in a timely manner.

Supplier may charge additional fees for delays or costs caused by Customer's failure to meet these responsibilities.

7. Fees and Expenses

Fees for Professional Services will be set out in the applicable Order Form. Unless otherwise stated, fees are based on daily or hourly rates, plus reasonable expenses incurred in delivering the services.

8. Liability Cap

Each party's aggregate liability for claims arising from Professional Services under an Order Form is capped at the fees paid for the Professional Services under that Order Form. This cap is separate from the liability cap applying to Solutions.

9. Termination of Professional Services

Either party may terminate Professional Services under an Order Form in accordance with the termination provisions of the MSA. Fees are payable for work performed up to the date of termination. Supplier may apply cancellation charges where Professional Services are booked but cancelled by Customer with less than 10 Business Days notice.

10. Order of Precedence

For Professional Services, the following order of precedence applies:

1. Order Form
2. This Professional Services Annex
3. The MSA

End of Annex

Privacy Notice

Beyond Data respects your right to privacy. This Privacy Notice explains who we are, how we collect, store, share and use personal data about you, and how you can exercise your privacy rights. This Privacy Notice applies to personal data that we collect, including through our website at www.beyond-data.com.au, within our product(s) and on other websites that Beyond Data operates and that link to this policy ("collectively Websites").

If you have any questions or concerns about our use of your personal data, then please contact us using the contact details provided at the bottom of this Privacy Notice.

What personal data does Beyond Data collect and why?

Broad Categories

Broad Categories Collected	Examples
Identifiers	Name, contact information, and other personal data that can directly or indirectly identify an consumer
Select Information in Customer Records	Name, contact information, company information
Commercial Purchasing Information	Records of products and services purchased
Internet or Network Activity	Browsing history, search history, information regarding a consumer's interaction with an Internet Web site, application, or advertisement.
Information Typically Detected by Senses	Audio information (call recordings)
Employment Information	Role, title, and other relevant employer information
Inferences Drawn from other Personal Data	Buying intent, and other relevant information to market or provide the services

The personal data that we may collect about you broadly falls into the following categories of sources:

- **Information that you provide voluntarily.** Certain parts of our Website may ask you to provide personal data voluntarily: for example, we may ask you to provide your contact details in order to register an account with us, for technical support, to subscribe to marketing communications from us, to register for an event, to access content, and/or to submit inquiries to us. The personal data that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal data.
- **Information that we collect automatically.** When you visit our Website, we may collect certain information automatically from your device. In some countries, including countries in the European Economic Area, this information may be considered personal data under applicable data protection laws. Specifically, the information we collect automatically may include information like your IP address, device type, unique device identification numbers, browser-type, broad geographic location (e.g. country or city-level location) and other technical information. We may also collect information about how your device has interacted with our Website, including the pages accessed and links clicked. Collecting this information enables us to better understand the visitors who come to our Website, where they come from, and what content on our Website is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our Website to our visitors. Some of this information may be collected using cookies and similar tracking technology, as explained further under the heading “Cookies and similar tracking technology” below.
- **Information that we obtain from third party sources.** From time to time, we may receive personal data about you from third-party sources (including, but not limited to, lead generation providers, partners, content syndication providers, third-party enrichment tools, and meeting maker vendors). The types of information we collect from third parties include name, contact information, title and or role within your organisation, internet activity, company data, and we use the information we receive from these third parties to market our services to you.

Sensitive Personal Data

We may collect sensitive personal data, or special category personal data, from customers as a part of providing our services. We do not use sensitive personal data for any other commercial purpose, we do not sell sensitive personal data, and do not share sensitive personal data for online advertising.

Who does Beyond Data share my personal data with?

We may disclose your personal data to the following categories of recipients:

- to our group companies and third-party services providers who provide data processing services to us (for example, to support the delivery of, provide functionality on, or help to

enhance the security of our Platform), or who otherwise process personal data for purposes that are described in this Privacy Notice or notified to you when we collect your personal data.

- to our partners, who we may share with in connection with, selling or distributing our products and services, or engaging in joint marketing activities, in accordance with your expressed marketing preferences.
- to any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person;
- to an actual or potential buyer (and its agents and advisers) in connection with any actual or proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal data only for the purposes disclosed in this Privacy Notice;
- to any other person with your consent to the disclosure.

Legal basis for processing personal data

Our legal basis for collecting and using the personal data described above will depend on the personal data concerned and the specific context in which we collect it.

However, we will normally collect personal data from you only (i) where we need the personal data to perform a contract with you, (ii) where the processing is in our legitimate interests and not overridden by your rights, or (iii) where we have your consent to do so. In some cases, we may also have a legal obligation to collect personal data from you or may otherwise need the personal data to protect your vital interests or those of another person.

If we ask you to provide personal data to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal data is mandatory or not (as well as of the possible consequences if you do not provide your personal data).

If we collect and use your personal data in reliance on our legitimate interests (or those of any third party), this will normally be to operate our solutions and to communicate with you as necessary – for example, when responding to your queries, analysing use of and improving our solutions, undertaking marketing activities for existing customers as legally permitted, and detecting or preventing illegal activities. We may have other legitimate interests and we will make clear to you at the relevant time what those legitimate interests are. We rely on these legal bases to process data for the following purposes: to help provide the services (e.g. customer support and usage data) and to market our services to you (e.g. online advertising and gauging buyer intent).

Cookies and similar tracking technology

What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Website owners can use cookies for a variety of reasons that can include enabling their websites to work (or work more efficiently), providing personalised content and advertising, and creating website analytics.

Cookies set by the website owner (in this case, Beyond Data) are called "first-party cookies". Only the website owner can access the first-party cookies it sets. Cookies set by parties other than the website owner are called "third-party cookies." Third-party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and social sharing). The parties that set these third-party cookies can recognise your device both when it visits the website in question and also when it visits other websites that have partnered with them.

Beyond Data may use web beacons, tags, flash cookies, HTML5, and scripts ("Data Tools") in the Websites or in emails to help deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. Beyond Data may receive reports based on the use of these technologies by our service/analytics providers on an individual and aggregated basis.

Why do we use cookies?

We may use first-party and third-party cookies for several reasons. Some cookies are required for technical reasons that are strictly necessary for our Websites to operate, and we refer to these as "essential" cookies. Other cookies also enable us to provide website functionality, or to enhance visitors' experience on our Websites by providing them with personalised content and advertising.

Cookies collect certain standard information that your browser sends to the Websites such as your browser type and language, access times, and the address of the website from which you arrived at a Website. They may also collect information about your Internet Protocol (IP) address, clickstream behaviour (i.e. the pages you view, the links you click, and other actions you take when you use the Websites) and product information. These are called first-party cookies and they are essential to the Websites' operation.

Beyond Data may also contract with third-party advertising networks that collect non-personally identifiable information and personal data through the Websites and emails and on third-party web sites. Ad networks follow your online activities over time by collecting usage data through Data Tools. They use this information to provide advertisements about products and services tailored to your interests. You may see these advertisements on other websites. This process also helps us manage and track the effectiveness of Beyond Data's marketing efforts.

The Websites may include third-party social media features, such as the Facebook Like button, and third-party widgets, such as the 'Share This' button or interactive mini-programs that run on the Websites. These features may collect your IP address, which page you are visiting on the

Websites, and set a cookie to enable the feature to function properly. Your interaction with these features is governed by the privacy policy of the third-party company providing it.

We use third-party advertising companies to display ads on the Websites tailored to your individual interests based on your internet activity, as well as to provide advertising-related services such as ad delivery, reporting, attribution, analytics, and market research. You can manage your preferences with regards to the receipt of tailored advertisements in the cookie settings described below. Please note if these cookies are switched off, you will continue to see advertisements, but they will no longer be tailored to your interests.

What about other tracking technologies, like web beacons?

Cookies are not the only way to recognise or track visitors to a website. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enable us to recognise when someone has visited our Website or opened an email that we have sent them. This allows us, for example, to monitor the traffic patterns of users from one page within our Websites to another, to deliver or communicate with cookies, to understand whether you have come to our Websites from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will often impair their functioning.

How can you control cookies?

You have the right to decide whether to accept or reject cookies. You can exercise your cookie preferences in our cookie settings page.

You can also set or amend your web browser controls to accept or refuse cookies. If you choose to reject cookies, you may still use our Websites though your access to some functionality and areas of our Websites may be restricted. As the means by which you can refuse cookies through your web browser controls vary from browser to browser, you should visit your browser's help menu for more information.

How does Beyond Data keep my personal data secure?

We use appropriate technical and organisational measures to protect the personal data that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your data. Beyond Data is hosted on leading cloud service providers and uses industry-standard security protocols to protect personal data. Personal data is stored on private servers in a protected security group. All connections between the end user and our servers are encrypted with SSL, and server software is kept continuously up to date with the latest security patches.

International data transfers

Your personal data may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. Our group companies, third party service providers, and partners operate around the world. However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this Privacy Notice.

Data retention

We retain personal data we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

When we have no ongoing legitimate business need to process your personal data, we will either delete or anonymise it or, if this is not possible (for example, because your personal data has been stored in backup archives), then we will securely store your personal data and isolate it from any further processing until deletion is possible.

Your data protection rights

You have the following data protection rights:

- If you wish to access, correct, update or request deletion of your personal data, you can do so at any time by contacting us using the contact details on this notice.
- In addition, you can object to processing of your personal data, ask us to restrict processing of your personal data or request portability of your personal data.
- You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing emails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided at the bottom of this notice.
- Similarly, if we have collected and processed your personal data with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal data conducted in reliance on lawful processing grounds other than consent.
- We do not use or disclose your sensitive personal data, except for the purposes of providing the services to you as a Customer.
- You have the right to non-discrimination, meaning we may not discriminate against a data subject for exercising a privacy right.
- You have the right to have your authorised agent make a data privacy request on your behalf.
- You have the right to complain to a data protection authority about our collection and use of your personal data. For more information, please contact your local data protection authority.
- If you are not satisfied with our response regarding your data privacy request, you have the right to appeal our decision. If you are not satisfied with the result of the appeal, you have the right to contact your respective attorney general depending on where you reside.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Updates to this Privacy Notice

We may update this Privacy Notice from time to time in response to changing legal, technical or business developments. When we update our Privacy Notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws.

How to contact us

If you have any questions or concerns about our use of your personal data, please contact us at privacy@beyond-data.com.au

The data controller of your personal data is Beyond Data Analytical Services when we collect information from you for marketing purposes. Our customers are the data controller for personal data they provide to us when they use our services.