

beyond data

Master Service Agreement & Privacy Notice

Master Service Agreement	2
Definitions	2
Acceptance of Terms	3
Products and Support	4
Registration and User Accounts	4
Platform Roles and Development	5
User Responsibilities and Conduct	6
Data Privacy and Security	8
Confidentiality	10
Intellectual Property Rights	11
Third-Party Services and Content	12
Payment of Fees	13
Term and Termination	14
Service Availability and Changes	15
Limitations of Liability and Disclaimers	16
Miscellaneous	17
Contact Us	18
Professional Services Annex	19
1. Scope of Professional Services	19
2. Standard of Performance	19
3. Deliverables and Acceptance	19
4. Warranty and Remedy	19
5. Exclusions	19
6. Customer Responsibilities	20

7. Fees and Expenses	20
8. Liability Cap	20
9. Termination of Professional Services	20
10. Order of Precedence	20
Privacy Notice	22

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 services provided by Beyond Data with or without third-party tools (ownership of resulting deliverables is addressed in the section "Intellectual Property Rights"); (d) training, coaching or workshop programmes on agile, product management or data-driven decision-making; and (e) any platform, product, service automation or AI agent developed by Beyond Data.

"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.

"Customer Configuration" refers to the business rules, transformation logic, data models, semantic definitions, Custom Apps, settings and other configuration created inside the Solutions for the Customer, whether created by or on behalf of Beyond Data or by an Authorised Customer Developer. Customer Configuration forms part of Customer Data for the purposes of this Agreement.

"Data and Semantic Layer" refers to the data pipelines, change rules, transformation logic, data models, semantic definitions, business glossary and related configuration that govern how Customer Data is collected, transformed, modelled and defined within the Solutions.

"Custom App" refers to an application, workflow or interface built inside the Solutions using the custom application features of the Solutions, which consumes Customer Data and the Data and Semantic Layer.

"Authorised Customer Developer" refers to a named employee of the Customer who has been granted the Custom App Developer role under the section "Platform Roles and Development".

"Order Form" refers to an order form, statement of work, proposal or other ordering document agreed by both parties under this Agreement, and includes any Statement of Work.

"Product Documentation" refers to the user documentation, usage limits and fair use policies for the Solutions made available by Beyond Data from time to time.

"Professional Services" refers to the services described in the Professional Services Annex.

"User" refers to any individual who accesses or uses the Solutions on behalf of the Customer, whether their Account or underlying identity was created by Beyond Data, the Customer or a third party.

"Business Day" and "Business Hours" refer to a day, other than a Saturday, Sunday or public holiday in Brisbane, Queensland, and the hours 8:30am to 5:00pm Australian Eastern Standard Time on such a day.

"Effective Date" refers to the date of the first Order Form entered into under this Agreement.

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

"Application" refers to any third-party application, integration or connector that the Customer connects to the Solutions.

"Malicious Code" refers to viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"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 Pty Ltd (ABN 49 669 034 093), a company 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 this Agreement, 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 the Solutions.

Your access to and use of the Solutions is conditioned on your acceptance of and compliance with this Agreement, which applies to every User who accesses or uses the Solutions.

Beyond Data may update this Agreement from time to time by giving the Customer written notice of the change. The Customer is taken to have accepted a change unless it notifies Beyond Data in writing of its objection within thirty (30) days of the notice. If the Customer objects, the parties will discuss the change in good faith; if they cannot agree within thirty (30) days, the change does not apply to the Customer until the end of its then-current subscription

term, and the Customer may give notice of non-renewal under the section "Term and Termination".

Products and Support

Beyond Data will provide the Solutions identified in each Order Form in accordance with this Agreement.

Support. Beyond Data provides support for the Solutions by email during Business Hours. Beyond Data will acknowledge each support request within twenty-four (24) hours and will use commercially reasonable efforts to resolve issues within a timeframe proportionate to their severity, keeping the Customer informed of progress.

Critical outages. For critical outages, being an incident where the Solutions are unavailable to all Users, the Customer may contact Beyond Data at any time by the telephone number provided in the applicable Order Form. Beyond Data will begin work on a critical outage as soon as practicable after being notified.

Exclusions. Support does not include requests for new functionality, training, changes to Customer Configuration, or issues excluded under the section "Platform Roles and Development" or the Professional Services Annex. Beyond Data may provide these as Professional Services under an Order Form.

Registration and User Accounts

Access to the Solutions is by individual user account ("Account"). Accounts are provisioned, changed and removed only by Beyond Data, and only for individuals whose access and role the Customer has approved in writing (email is sufficient) in advance. The Customer is responsible for every User it enables or approves, as if the Customer were acting itself. For some products, currently an Account requires a Google Account. The Customer must provide accurate and complete information for each individual it approves. 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 at any time.

Platform Roles and Development

Roles. The Solutions are provided as a managed platform operated by Beyond Data, not as a self-service development environment. Access to the Solutions is granted by role. There are three roles:

Consumer User: may query, explore and view data, use dashboards, reports and Custom Apps, and export permitted outputs. A Consumer User may not build or change anything in the Solutions, connect source systems or manage users. This role is available to Customer employees and, where approved by the Customer, to its contractors and other third parties.

Custom App Developer: may do everything a Consumer User may do, and may create, edit and publish Custom Apps using the Data and Semantic Layer as an input. A Custom App Developer may not create or change the Data and Semantic Layer, connect or change source systems, manage users or roles, or grant access to any other person. This role is available only to named Customer employees, when approved by Beyond Data, on the conditions set out in this section.

Platform Developer: may create and change the Data and Semantic Layer, connect and configure source systems, and administer environments, users and roles. This role is held only by Beyond Data personnel and by personnel engaged by Beyond Data to operate the Solutions. The Data and Semantic Layer is developed and maintained only by Beyond Data, and no Customer personnel or third party will be granted access to create or modify it.

Beyond Data may introduce further roles, or extend the activities permitted under a role, by written notice to the Customer.

Provisioning and approval. All Accounts, in every role, are provisioned, changed and removed only by Beyond Data. Beyond Data will only provision an Account for an individual whose access, and role, the Customer has approved in writing in advance; email from a Customer contact authorised under the applicable Order Form is sufficient. Requests must state the individual's name, corporate email address, the approving Customer contact and the role requested. Shared or generic Accounts are not permitted. The Customer remains responsible for the individuals it approves and for their use of the Solutions, and must promptly request the removal of any individual who no longer requires access or who ceases to be employed by the Customer. Beyond Data will action removal requests promptly, and will provide the Customer with a current list of provisioned Users and roles on request.

Custom App Developer conditions. Beyond Data may, at its discretion and on written request, grant the Custom App Developer role to named employees of the Customer (each an "Authorised Customer Developer"), subject to: (a) the individual completing any training and certification required by Beyond Data; (b) the individual using an Account within the Customer's corporate identity domain; (c) the grant being personal to that individual, not transferable, and ending automatically when the individual ceases to be employed by the Customer; and (d) Beyond Data's right to suspend or revoke the grant on notice where the individual's activity, in Beyond Data's reasonable judgement, affects the integrity, security, performance or supportability of the Solutions. Requests are not automatically approved; Beyond Data will review each request on a case-by-case basis and may refuse any request at its sole discretion.

Third parties. The Customer will not request, permit or facilitate access to the Solutions in the Custom App Developer or Platform Developer role by any contractor, consultant, agency or other third party, and will not use the access of an Authorised Customer Developer to enable a third party to build, configure or develop within the Solutions. A third party may develop within the Solutions only under a separate written partner agreement with Beyond Data, which Beyond Data may grant or refuse at its sole discretion. Nothing in this section prevents a third party from being a Consumer User where approved by the Customer and provisioned in accordance with this Agreement.

Warranty and support. Beyond Data's warranties, support obligations and any service levels apply to the Solutions and to Customer Configuration created by or on behalf of Beyond Data. They do not apply to Custom Apps or other Customer Configuration created or modified by an Authorised Customer Developer. Beyond Data may charge on a time and materials basis, at its then-current rates, to investigate, support or remediate any issue arising from such Custom Apps or Customer Configuration, including any effect they have on other parts of the Solutions. Where an Order Form includes support for Custom Apps built by Authorised Customer Developers, the Order Form prevails.

Ownership. Customer Configuration, including Custom Apps, forms part of Customer Data and is owned by the Customer. The Solutions, and all templates, components, methods and know-how used to create Customer Configuration, remain the property of Beyond Data and its licensors.

User Responsibilities and Conduct

As a user of a Solution, 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 Solutions, 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.
7. only use the Product Documentation and the Solutions for Customer's own internal business purposes, or for any purpose permitted under any applicable Order Form
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 the Solutions. 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 Solutions to the Customer's Source Systems, especially by granting no more than read-only access to data sources. The Customer is also responsible for approving Users in accordance with the section "Platform Roles and Development", 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 Solution; (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 Solutions.

The Customer will not:

1. sell, resell, licence, sublicense, distribute, make available, rent or lease the Solutions.
2. use the Solutions 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 Solutions without written consent of Beyond Data and any relevant partner or supplier.

4. use the Solutions 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 Solutions in a way that circumvents a contractual usage limit.
8. permit any contractor, consultant, agency or other third party to access the Solutions in the Custom App Developer or Platform Developer role, or use the Solutions or the access of an Authorised Customer Developer to enable a third party to provide services to the Customer of a kind that Beyond Data offers, except under a written partner agreement with Beyond Data.
9. modify, copy, or create derivative works based on the Solutions or any part, feature, function or user interface.
10. frame or mirror any part of the Solutions.
11. disclose the results of any benchmark tests undertaken in relation to the Solutions without Beyond Data or its partners or its suppliers prior written consent.
12. 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.
13. use the common law or registered trademarks of Beyond Data or any of its partners, suppliers or licensors without prior written consent.
14. remove any proprietary notices or labels on the Solutions, or use the Solutions for timesharing or service bureau purposes or otherwise for the benefit of a third party.

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 Solutions in breach of the foregoing by the Customer that, in the reasonable judgement of Beyond Data, its partners, suppliers or licensors, 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 the Solutions. 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 Solutions 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 Solutions in data centres in Australia with local redundancy. The only exceptions are the temporary transit through overseas extraction tools described under "Data Collection" above, which may only occur where the Customer elects to have Beyond Data extract data from its systems, and personal information handled for marketing and business administration purposes as described in the Privacy Notice.

Use of AI tools: Beyond Data may use artificial intelligence and machine learning tools, including third-party large language model services, to deliver and support the Solutions and Professional Services. Beyond Data will only use such tools with Customer Data under terms that prohibit the provider from using Customer Data to train models made available to other customers, and Beyond Data will not itself use Customer Data to train any model made available to a third party. Beyond Data remains responsible for its deliverables regardless of the tools used to co-produce or produce them, and will provide the Customer with a list of the AI tools used to process Customer Data on request.

Security incidents: If Beyond Data becomes aware of unauthorised access to, or loss, disclosure or corruption of, Customer Data in its possession or control, Beyond Data will notify the Customer without undue delay and in any event within seventy-two (72) hours of becoming aware, provide the information reasonably available to it about the incident, and take reasonable steps to contain and remediate it. Each party will cooperate with the other to meet its obligations under the Privacy Act 1988 (Cth), including the Notifiable Data Breaches scheme.

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 Solutions. 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.

Duration. The obligations in this section continue during the Term and for three (3) years after it ends, except that they continue indefinitely in respect of Customer Data and any trade secrets of either party.

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 the Solutions 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.

Customer Configuration, including Custom Apps, forms part of Customer Data and is owned by the Customer regardless of whether it was created by or on behalf of Beyond Data or by an Authorised Customer Developer. This does not transfer to the Customer any right in the Solutions or in any templates, components, methods or know-how used to create Customer Configuration.

Deliverables. Where Beyond Data creates deliverables specifically for the Customer under an Order Form, including reports, analyses, models, code and Customer Configuration ("Deliverables"), the Customer owns the Deliverables on payment of the applicable Fees. Beyond Data retains ownership of its pre-existing intellectual property and of any tools, templates, methods, frameworks, code libraries and know-how used or developed in the course of delivery that are not specific to the Customer ("Beyond Data Materials"), and grants the Customer a non-exclusive, perpetual, royalty-free licence to use Beyond Data Materials to the extent they are incorporated in the Deliverables. Beyond Data may use the general knowledge, skills and experience acquired in delivering the Deliverables for other customers, provided it does not disclose the Customer's Confidential Information.

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 Professional Services and the 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 Solutions and 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 Solutions to you and meeting their contractual obligations to each other to provide the Solutions 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, Confidential Information, or Customer proprietary methods, strategies, or know-how. The Customer may withdraw its consent to a specific 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 five (5) days of receiving such notice.

This Agreement does not grant the Customer 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 Solutions 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 Solutions 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 Solutions 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 (the "Fees"). All Fees are non cancellable and nonrefundable, except as expressly provided otherwise herein. If the Customer's use of a Solution exceeds the usage or capacity set forth on the applicable Order Form, 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, 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. Beyond Data may adjust the Fees for a subscription with effect from its next renewal by giving the Customer written notice at least sixty (60) days before the renewal date; if the Customer does not accept the adjusted Fees it may give notice of non-renewal under the section "Term and Termination".

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), 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 Solution.

Payment Terms. Beyond Data will issue invoices for the Solutions in accordance with the applicable Order Form. All undisputed Fees are due within the payment period stated in the

applicable Order Form, calculated from the invoice date, or within fourteen (14) days of the invoice date if the Order Form does not state a payment period. Usage-based charges, if any, will be invoiced monthly in arrears. 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 in accordance with Australian tax law.

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 will begin on the effective date of such Order Form and will continue for the subscription term set forth therein, provided that if the Customer is on a monthly plan (a) such Order Form 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 Solution after the end of the subscription term listed on the Order Form, the Customer will be billed in arrears according to the Order Form for any continued usage of such Solution. Each Order Form covering a monthly subscription will renew automatically for successive one-month periods on Beyond Data's then-current Order Form 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. Each Order Form covering an annual or other fixed-term subscription will renew automatically for successive terms of the same length at the Fees then in effect, unless a party gives notice of non-renewal to the other party at least thirty (30) days before the end of the then-current 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. 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 then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice if the other party (a) materially breaches any of the terms or conditions of this Agreement or the applicable Order Form (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 Solutions. Upon termination, Beyond Data will move all data stored in the Solutions, together with an export of the Customer Configuration in a format then supported by the Solutions, to a Cloud Storage Account and transfer the ownership and billing commitment to Customer. Beyond Data does not commit to translating the Customer Data into a format requested by the Customer and does not commit to Custom Apps being portable and easily run on other environments without development work at the Customer's cost. All copies of Customer Data held by Beyond 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 are 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 Solutions. 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 the Solutions 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 the Solutions, 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.

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, whether 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 liability for death or personal injury, fraud or wilful misconduct, 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 (12) month period shall not exceed the Fees paid or payable by the Customer for the impacted Solution during that period. For claims arising from a breach of the sections "Data Privacy and Security" or "Confidentiality", the cap is two (2) times that amount.

Excluded damages. Subject to the liability cap 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.

Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy under the Competition and Consumer Act 2010 (Cth) or any other law that cannot lawfully be excluded, restricted or modified. To the extent permitted by law, Beyond Data's liability for a breach of any such non-excludable guarantee in relation to services is limited, at Beyond Data's option, to re-supplying the services or paying the cost of having the services re-supplied.

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. Beyond Data gives no warranty in respect of, and accepts no liability for, any Custom App or other Customer Configuration created or modified by an Authorised Customer Developer, or for any effect it has on the Solutions.

Miscellaneous

Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Queensland, without regard to its conflict of laws provisions. Any legal action relating to this Agreement must be brought in the federal or state courts in Queensland, Australia. The parties submit to the jurisdiction of those courts.

Dispute Resolution. Before commencing proceedings (other than for urgent injunctive relief or to recover undisputed Fees), a party must give the other party written notice of the dispute. Senior representatives of each party will meet within ten (10) Business Days of the notice to attempt to resolve it. If the dispute is not resolved within thirty (30) days of the notice, either party may refer it to mediation administered by the Resolution Institute in Brisbane, with the mediator's costs shared equally. If the dispute is not resolved within thirty (30) days of the referral, either party may commence proceedings.

Non-solicitation. During the Term and for twelve (12) months after it ends, the Customer will not, directly or indirectly, solicit for employment or engagement any employee or contractor of Beyond Data, without the prior written consent of a director of Beyond Data. General recruitment advertising not targeted at such personnel does not breach this clause. If the Customer breaches this clause, it will pay Beyond Data an amount equal to twenty-five percent (25%) of the individual's total annual remuneration in their new role, which the parties agree is a genuine pre-estimate of the cost of recruiting and training a replacement.

Subcontracting. Beyond Data may engage subcontractors, including its platform supplier and independent contractors, to perform any part of the Solutions or Professional Services. Beyond Data remains responsible for the performance of its subcontractors and for their compliance with the confidentiality and data protection obligations of this Agreement.

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 email; 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.

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. If accepted by Beyond Data in lieu of or in addition to Beyond Data Order Form, Customer's purchase order shall be binding only as to the following terms: (a) the Solutions 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, the provisions of the Order Form will take precedence, then followed by the main body of this Agreement.

Amendment; Counterparts. Except for updates made by Beyond Data under the section "Acceptance of Terms", no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorised 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 writing signed by a authorised 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 PDF or other electronic counterparts, all of which will constitute one and the same instrument and agreement. Beyond Data may update this Agreement in accordance with the section "Acceptance of Terms".

Any waiver or failure to enforce any provision of this Agreement 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 this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Contact Us

If you have any questions about this Agreement, please contact us at enquiries@beyond-data.com.au

Professional Services Annex

This Professional Services Annex ("Annex") forms part of the Master Service 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;

- Custom Apps or other Customer Configuration created or modified by an Authorised Customer Developer, or by any person other than Supplier or a person acting on Supplier's behalf;
- 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 Analytical Services Pty Ltd ("Beyond Data", "we", "us") is bound by the Privacy Act 1988 (Cth) and the Australian Privacy Principles. This Privacy Notice explains how we collect, hold, use and disclose personal information, and how you can access and correct it or make a complaint. It applies to personal information we collect through our website at www.beyond-data.com.au, our products and services, and our business dealings with customers, prospects, suppliers and partners.

What we collect

We collect personal information that is reasonably necessary for our business. This may include: your name, job title, employer and contact details; records of our communications with you, including support requests and recordings or transcripts of calls where you have been told the call is recorded; billing and payment details for customers; information about how you use our website and products, such as IP address, browser and device details, pages visited and actions taken; and professional information from public sources such as LinkedIn and company websites.

We do not generally collect sensitive information. Where personal information, including sensitive information, is contained in data a customer loads into our products, we handle it only on that customer's behalf and in accordance with our agreement with them. The customer is responsible for its own privacy obligations in relation to that data.

How we collect it

We collect personal information directly from you when you contact us, register for an account, attend an event, subscribe to communications or enter into an agreement with us; automatically when you use our website or products, including through cookies and analytics tools; and from third parties such as your employer, our partners, publicly available sources and business data providers used for sales and marketing.

Why we use it

We use personal information to provide, support and improve our products and services; to manage our relationship with customers, including billing and account administration; to respond to enquiries; to send information about our services and events that we think may interest you, which you can opt out of at any time; to operate and secure our systems; and to comply with our legal obligations.

Who we disclose it to

We may disclose personal information to: service providers who help us operate our business, including cloud hosting, communication, customer relationship management, analytics, and artificial intelligence tooling providers, on terms that restrict their use of the information to providing services to us; our platform supplier and subcontractors involved in delivering services to customers; our professional advisers; a purchaser or prospective purchaser of our business; and regulators, courts or law enforcement where required or authorised by law. We do not sell personal information.

Overseas disclosure

Customer data loaded into our products is stored in data centres in Australia. Some of the service providers we use for our own business operations, such as email, customer relationship management, analytics and AI tooling providers, store or process personal information outside Australia, including in the United States. Before disclosing personal information overseas we take reasonable steps to ensure the recipient handles it in a manner consistent with the Australian Privacy Principles.

Cookies and analytics

Our website uses cookies and similar technologies to operate, to understand how visitors use it and to measure the effectiveness of our marketing. You can control cookies through your browser settings. If you disable cookies some parts of the website may not work as intended.

Security and retention

We take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access, modification or disclosure, including encryption in transit, access controls and the security measures of our cloud providers. We keep personal information for as long as it is needed for the purposes described in this notice or as required by law, and then take reasonable steps to destroy or de-identify it.

Access, correction and complaints

You may request access to, or correction of, the personal information we hold about you by contacting us using the details below. We will respond within thirty (30) days. If you believe we have breached the Australian Privacy Principles, please contact us first and we will investigate and respond within thirty (30) days. If you are not satisfied with our response, you may complain to the Office of the Australian Information Commissioner at www.oaic.gov.au.

Changes to this notice

We may update this notice from time to time. The current version is published on our website and the date of the last update is shown in this document.

Contact

Privacy Officer, Beyond Data Analytical Services Pty Ltd. Email: privacy@beyond-data.com.au