

Data Republic Guest Agreement

1. Agreement and Term

- (a) This Guest Agreement (**Guest Agreement**) is an agreement between Data Republic (**us, we and our**) and you, the guest user (**Guest User, you, your**).
- (b) This Guest Agreement contains the terms and conditions that govern your access to and use of the Data Republic Platform as a guest user authorised by a Participant to have such access and use.
- (c) This Guest Agreement commences on the date on which it is executed by you (**Commencement Date**) and shall continue until terminated in accordance with its terms (the **Term**).

2. Registration and Authorised Users

- (a) In order to access and use the Data Republic Platform, you must:
 - (i) possess the legal right and ability to enter into a legally binding agreement with us;
 - (ii) agree and warrant to use the Data Republic Platform in accordance with this Guest Agreement; and
 - (iii) be registered as a user of the Data Republic Platform.
- (b) When you register and activate your account, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username (including by any Authorised Users). We may, upon request, set up accounts for authorised users within your organisation to access the Data Republic Platform (**Authorised Users**). Data Republic may suspend or remove the access of any Authorised Users at any time without notice for any reason whatsoever.
- (c) You, and any Authorised Users allocated to your account, may access and use the Data Republic Platform only as permitted by this Guest Agreement. You are wholly responsible for all

use and activity carried out by all Authorised Users.

3. Grant of Licence and restrictions

- (a) Data Republic grants to you a revocable, non-exclusive, limited, non-transferable, non-sublicensable, licence to access and use the Data Republic Platform during the Term and subject at all times to Participant's continuing authorisation of such access and use.
- (b) You must not, with respect to your access to and use of the Data Republic Platform and any Data Products made available to you through the Data Republic Platform:
 - (i) modify, adapt, amend disassemble, decompile, or reverse engineer (or permit any other person to do so) all or any parts of the computer programs or source code which comprise the Data Republic Platform or any Data Products (or attempt to do so) or take any other action intended to render any of the programs more amenable to human understanding or render the programs operational as to any other user who has not been authorised by Data Republic;
 - (ii) take any steps, or permit others to take any steps, to seek to re-identify any individuals on the Data Republic Platform;
 - (iii) publicly disseminate information regarding the performance or content of the Data Republic Platform;
 - (iv) use any data mining, gathering or extraction tools in connection with the Data Republic Platform, without Data Republic's prior written consent; or
 - (v) access or use the whole or any part of the Data Republic Platform in any way that interferes with any person's privacy or violates or infringes any Law or the rights of Data Republic or any third party, including, without limitation, any Intellectual Property Rights. This includes taking no action to remove or obscure any

proprietary notice (including any copyright, trade mark, service mark, tagline) or other notices contained in the Data Republic Platform.

4. Compliance

You represent, warrant and agree that:

- (a) you will comply with all applicable Laws associated with the performance of your obligations and exercise of your rights under this Guest Agreement including Privacy Laws. This obligation to comply with Privacy Laws applies notwithstanding any possible operation of the small business operator exception in section 6C of the *Privacy Act 1988* (Cth);
- (b) all Data Assets you make available through the Data Republic Platform, have been legally obtained and that the provision of such Data Assets will not interfere with any person's privacy, violate any applicable Law or infringe upon any Intellectual Property Rights or other rights of any third party;
- (c) we may advertise or publicise the broad nature of our provision of the Data Republic Platform to you, including on our website or in our promotional material; and
- (d) we are able to send electronic mail to you in relation to the Data Republic Platform.

5. Intellectual Property

- (a) You acknowledge and agree that all right, title and interest (including all Intellectual Property Rights) in and to the Data Republic Platform at all times remain owned by Data Republic and its licensors, and nothing in this Guest Agreement is intended to transfer such right, title or interest (including Intellectual Property Rights) to you.
- (b) You may from time to time provide us with Feedback. You absolutely and unconditionally assign to Data Republic all right, title and interest (including all Intellectual Property Rights) in and to any Feedback immediately upon creation, free of all encumbrances and third party rights and you must at your own cost do all things necessary to give effect to such assignment, including executing any

required documents or effecting any required registrations.

- (c) You acknowledge and agree that Data Republic will have the right to use, create derivative works of, distribute and otherwise commercially exploit anonymous, aggregate usage data derived from any data about you or that you disclose to us in connection with the Data Republic Platform.

6. Confidential Information

- (a) Each party shall hold, and shall cause its Related Bodies Corporate, and its own and its Related Body Corporate's Personnel to hold, in strictest confidence any and all information or data or code (including the terms of this Agreement), plans, proposals or other material of any other party which is marked as confidential or which can reasonably be considered to be confidential in the circumstances in which it was disclosed, but excluding any information, code or data:
 - (i) that is in or enters the public domain other than by reason of a breach of clause 6(a) by the recipient; or
 - (ii) that was lawfully in the recipient's possession prior to its disclosure to them,

such information, code or data subject to the exclusion above being **Confidential Information**.

7. Disclaimer

- (a) You acknowledge and agree that, to the extent permitted by Law, Data Republic:
 - (i) does not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or quality of the Data Republic Platform or any Data Product obtained through the Data Republic Platform;
 - (ii) does not represent or warrant that the Data Republic Platform or Data Products are free from errors or omissions, or that they are exhaustive; and
 - (iii) disclaims all other warranties, representations or endorsements, express or implied, with regard to the

Data Republic Platform including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Third parties

- (a) The Data Republic Platform may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The terms and conditions that apply to those other websites may differ substantially from our terms and conditions, so we encourage you to read them before using those websites.
- (b) In order to improve our products and services, Data Republic collects data about how users interact with the Data Republic Platform and related services, the characteristics of our user base and other data derived from the data we collect from or about our users. You acknowledge and agree that Data Republic may use, or disclose such data to any third party, in its sole discretion.
- (c) Your use of the Data Republic Platform may or may not require the installation of third party software or products. You agree that:
 - (i) this is entirely your responsibility (including all licensing, fees and compliance with any licensing obligations); and
 - (ii) Data Republic is not responsible in any way to make recommendations in that regard nor to supply or install such software or products.
- (d) Third party content (including links to third party websites) may be accessible via the Data Republic Platform. You acknowledge that Data Republic has no control over any such third party content, and to the extent permitted by law, including the Australian Consumer Law if applicable) is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on such third party

applications and content. Data Republic does not have control over all other users of the Data Republic Platform and is not liable for their opinions or behaviour, including any information and/or advice and any defamatory statements or offensive conduct.

9. Data Extraction

- (a) Where Data Republic agrees to provide Data Republic Extraction Services, you acknowledge and agree that:
 - (i) notwithstanding the provision of the Data Republic Extraction Services, due to technical or other limitations, Data Republic may not be able to determine whether or not an extraction (including any Data Products) the subject of the Data Republic Extraction Services comply with the terms of any Approved Data Licence (including any special conditions contained in an Approved Data Licence), the requirements of this Agreement or any Law;
 - (ii) as a result of the foregoing, and without in any way limiting any other clause of this Guest Agreement, Data Republic makes no representation, warranty or guarantee that the performance of the Data Republic Extraction Services will be free from error or fit or suitable for any particular purpose, or that any data extraction (including any Data Products) that are the subject of the Data Republic Extraction Services will comply with the terms of any Approved Data Licence (including any special conditions contained in an Approved Data Licence), the requirements of this Agreement or any Law; and
 - (iii) the performance of the Data Republic Extraction Services by Data Republic will not operate to limit or exclude the Participant's obligations or liabilities under or in connection with this Agreement or at Law.

10. Guest Undertaking

10.1. Undertaking

- (a) You undertake to comply with the terms of this Guest Agreement (to the extent applicable) and any applicable Data Licence.
- (b) You further undertakes that you will keep the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data, confidential and secure.

10.2. Indemnity

You shall defend, hold harmless and indemnify each Beneficiary from and against any Loss suffered or incurred by that Beneficiary arising out of or in connection with:

- (a) any disclosure of Beneficiary's Confidential Information by you or your Personnel, other than in accordance with this Guest Agreement and an Approved Data Licence;
- (b) your failure to comply with any Laws (including Privacy Laws and Competition Laws) in connection with the use of Data Products that are derived from, use, incorporate or permit access to Beneficiary Data;
- (c) any claim arising out of your use of the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data other than in accordance with this Guest Agreement or an Approved Data Licence; or
- (d) any breach of the undertakings given in this clause 10 to the extent such breach relates to Beneficiary Data.

10.3. Benefit of this Guest Undertaking

- (a) You agree that the obligations in this clause 10 are for the benefit of the Beneficiaries jointly and severally, and that the Beneficiaries may enforce the obligations either together or separately.
- (b) You acknowledge that:
 - (i) the data submitted to you and Data Republic is valuable to the Beneficiaries;
 - (ii) damages may not be an adequate remedy for the Beneficiaries for any breach of this clause 10 by you or your Personnel; and
 - (iii) any or all of the Beneficiaries are entitled to specific performance or injunctive relief as a remedy for any breach or threatened breach of this clause 10 by you or your Personnel, in addition to seeking any other remedies

available at law or in equity under or independently of this clause 10.

- (c) You must not object to any grant of specific performance or injunctive relief to enforce the rights of any of the Beneficiaries in connection with this clause 10.
- (d) This clause 10 must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of any confidential information, including any data contributed by you.

11. Indemnities

You shall defend, hold harmless and indemnify Data Republic and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Data Republic arising out of or in connection with:

- (a) your use of, or reliance on, the Data Republic Platform; and
- (b) your breach of this Guest Agreement.

12. Liability

- (a) Data Republic and its Related Bodies Corporate will not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), even if a party has been advised of the possibility of such damages. Further, neither we nor any of our Related Bodies Corporate will be responsible for any compensation, reimbursement, or damages arising in connection with:
 - (i) your inability to use the services, including as a result of any termination or suspension of this Guest Agreement or your use of or access to the service offerings, our discontinuation of any or all of the service offerings, or, any unanticipated or unscheduled downtime of all or a portion of the services for any reason; or
 - (ii) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data.
- (b) In any case, our and our Related Bodies

Corporates' aggregate liability under this agreement will not exceed the amount you actually pay us under this Guest Agreement for the service that gave rise to the claim during the 12 months before the liability arose. The limitations in this clause 12 apply only to the maximum extent permitted by applicable law.

13. Termination

- (a) You can terminate this Guest Agreement at any time by notifying us of your intention to terminate by emailing us at support@datarepublic.com.
- (b) Data Republic may terminate this Guest Agreement at any time by providing 30 days prior written notice of our intention to terminate to the email address provided to us by you or updated by you, or by any other suitable means which ensures that you will be able to take notice of the cancellation.
- (c) Data Republic may terminate or suspend this Guest Agreement and/or any right to access or use the Data Republic Platform with immediate effect by giving written notice to you:
 - (i) at any time if you breach any provision of this Guest Agreement which is incapable of being remedied, or where the breach is capable of being remedied, and you fail to remedy the breach within thirty (30) days after receiving written notice from Data Republic to do so;
 - (ii) in the event that Participant's licence is terminated; and
 - (iii) in the event that Participant revokes its authorisation of you as a Guest User.
- (d) Upon termination, you shall cease all use of the Data Republic Platform, and Data Republic reserves the right to delete your account and all data provided by or about you.

14. Governing law and jurisdiction

This Guest Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of New South Wales and of the Commonwealth of Australia applying there. In relation to such matters each party irrevocably accepts the exclusive jurisdiction of courts with jurisdiction there and waives any right to object

to the venue on any ground.

15. Electronic signature

This Agreement may be executed by means of such third party online document execution service as we nominate, including by email or any electronic executions platform acceptable to us, subject to such execution being in accordance with the applicable terms and conditions of that document execution service.

16. Definitions

Australian Consumer Law means the law set out in Schedule 2 of the Competition Law.

Beneficiary has the meaning given in a Data Licence, and includes Data Republic.

Beneficiary Data means any data contributed or provided to Data Republic or you by the relevant Beneficiary.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Competition Law means the *Competition and Consumer Act 2001* (Cth).

Data Asset means each discrete category or collection of data submitted by you into the Data Republic Platform as identified in a Data Licence.

Data Licence means the governance workflow made available in the Data Republic Platform into which you and the Participant will set out the Data Assets, intended Data Products and associated permitted uses contemplated in any collaboration project.

Data Product means the data output or data analysis which are developed specifically by, or for, Participant on the Data Republic Platform.

Data Republic means Data Republic Pty Ltd (ACN 602 442 044) and its Related Bodies Corporate.

Data Republic Extraction Services means the data extraction services to be performed by Data Republic to confirm that a Data Product meets the expectations set out in an applicable approved Data Licence before it is allowed out of the Data Republic Platform, as particularised in an approved Data Licence and subject to the terms of this Agreement.

Data Republic Platform means the system and application stack licensed to the Participant known

as the “Data Republic Platform”.

Feedback means any suggestions, ideas, information, comments, process descriptions or other information that you provide to Data Republic from time to time.

Guest User means the person or entity entering into this Guest Agreement.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) trade secrets, technical data and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trademarks;
 - (vi) circuit layout designs, topography rights; and
 - (vii) rights in databases;
- (b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (c) any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (d) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Participant means the entity who has invited you to use the Data Republic Platform as a Guest User.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other legislation, ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency from time to time affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data.

Related Body Corporate has the same meaning as given in the *Corporations Act 2001* (Cth).

EXECUTED for and on behalf of **Data Republic Pty Ltd**
by a duly authorised representative:

Authorised Representative Signature

Witness Signature

Name

Name

Date

Date

EXECUTED for and on behalf of **[insert Guest User]**
by a duly authorised representative:

Authorised Representative Signature

Witness Signature

Name

Name

Date

Date