

Data Republic Software Agreement

This Agreement is made on [insert date]

Parties

DATA REPUBLIC PTY LTD (ACN 602 442 044), of Level 11, 28 O'Connell Street, Sydney NSW 2000 (*Data Republic*).

[Insert Participant name] ([ACN or other registration number]), of [Address] (*Participant*).

1 Data Republic Legal Framework

(a) This Agreement incorporates:

- (i) the terms and conditions set out in this Data Republic Software Agreement;
- (ii) any and all applicable Term Sheets;
- (iii) to the extent applicable to you, the relevant terms and conditions contained in any Modules you have selected in a Term Sheet;
- (iv) any and all applicable Approved Data Licences; and
- (v) each of the following additional Policies:
 - (A) Data Product Policy; and
 - (B) Data Security Policy,

in each case, as may be amended from time to time by Data Republic in accordance with the terms of this Agreement.

(b) In this Agreement, any capitalised terms and the rules of interpretation are defined in the Glossary in Schedule 4 to this Agreement.

(c) In the event of a conflict, inconsistency or ambiguity between any provisions or parts of the body of this Agreement, the Term Sheet(s), any Approved Data Licence or any of the Policies (referred to in clause 1(a)), the provisions will prevail in the following decreasing order of precedence:

- (i) clauses 11 (Compliance), 17 (Representations and Warranties), 18 (Indemnities) and 20 (Limitation of liability), and each equivalent provision set out in an applicable Module;
- (ii) the special conditions (if any) set out in any applicable Approved Data Licence;
- (iii) the special conditions (if any) set out in any applicable Term Sheet;

- (iv) the remaining provisions of each Term Sheet;
- (v) the remaining provisions of each Approved Data Licence;
- (vi) the remaining provisions of each applicable Module (including any documents attached, annexed or referred to in that Module); and
- (vii) the remaining provisions of this Agreement (including the terms of any additional Schedule and/or Policy referred to in clause 1(a)).

2 Grant of Licence and Restrictions on Use

- (a) Subject to the terms and conditions of this Agreement, including the Participant's payment of all relevant amounts under this Agreement, Data Republic grants to the Participant, from the Start Date for each Licence Type, a non-exclusive, limited, non-transferable, non-sublicensable, licence to access and use the Data Republic Platform during the Term, and subject to the Participant's Licence Type (as particularised in an applicable Term Sheet).
- (b) Participant will be responsible for maintaining control over any access to or use of the Data Republic Platform by the Participant or any of its Personnel and ensuring such access and use does not violate the terms of this Agreement, any Data Republic Policies or any applicable Law.
- (c) Data Republic may provide the Participant with (or allow them to create) access credentials to enable them to access the Data Republic Platform. The Participant agrees to keep their access credentials secure and confidential, and must not share their access credentials with any other person other than as expressly permitted by this Agreement.
- (d) The Participant must not, and must not attempt to, misrepresent or disguise their identity when accessing the Platform, or access the Platform other than in accordance with the access credentials provided by

Data Republic and in the manner set out in this Agreement.

- (e) The Participant acknowledges and agrees that they are responsible for all activity undertaken using their access credentials.
- (f) The Participant agrees to notify Data Republic immediately if they think that their access credentials are, or are suspected to be, compromised.

3 Term

3.1 Agreement

This Agreement commences on the Commencement Date and shall continue until terminated in accordance with its terms.

3.2 Term Sheets

- (a) Each Term Sheet commences on the Effective Date, and shall continue for the Initial Term of that Term Sheet, unless:
 - (i) extended, if applicable, pursuant to any applicable Renewal Term; or
 - (ii) terminated in accordance with this Agreement.
- (b) To the extent agreed between the parties in an applicable Term Sheet, and subject to Participant paying the applicable Fees, Data Republic agrees to supply to the Participant:
 - (i) the Infrastructure;
 - (ii) the Customer Enablement Services;
 - (iii) the Ecosystem Services; and
 - (iv) any Additional Inclusions,(each as defined in an applicable Term Sheet) subject to, and as further particularised in, an applicable Term Sheet.
- (c) The Participant acknowledges and agrees that the commencement of the Participant's (or any of the Participant's User's) access to the Data Republic Platform will occur on the applicable start date for each Licence Type (as particularised in the Term Sheet).

4 Legal Framework applying to Data Collaborations

- (a) Participant must, in each Data Licence, specify an applicable legal framework in order to conduct data

collaborations with third parties (including Other Participants) through the Data Republic Platform.

- (b) Participant has the option to apply its own legal framework, subject to clause 5 below, or to apply the Data Republic Common Legal Framework (by selecting the applicable Module(s) to apply in the Term Sheet).
- (c) Unless otherwise agreed in writing by Data Republic, Data Licences are to be approved by Data Republic, the Participant and all other parties to the Data Licence, in accordance with the Modules and/or the processes set out on the Data Republic Platform. Once approved, the Data Licence will become an "**Approved Data Licence**" for the purposes of this Agreement. For the avoidance of doubt, an Approved Data Licence includes any special conditions that may be imposed by a Data Contributor, and contained within the Approved Data Licence.

5 Non-CLF Collaborations

5.1 Availability of Non-CLF Collaboration functionality

Participant must confirm the legal framework which will apply to its Non-CLF Collaborations (as between Participant and a Non-CLF User) by selecting it in the Data Republic Platform for the creation of Data Licences.

5.2 Relationship with Non-CLF Users

All Non-CLF Users who access or use Participant's Project for a Non-CLF Collaboration or any other purpose and are not already an Other Participant, must:

- (a) be approved by Data Republic as a Non-CLF User; and
- (b) prior to being granted access to the Participant's Project to conduct Non-CLF Collaborations or for any other related purpose, first enter into the Guest Agreement,

whereby, upon approval by Data Republic, the relevant Non-CLF User shall be identified as a Non-CLF User and shall be authorised to access and use such Project.

5.3 Privacy

- (a) Participant acknowledges and agrees that Non-CLF Collaboration Data must, once it has been transferred to Data Republic, contain no Personal Information.
- (b) Accordingly, any and all Personal Information submitted by Participant or a Non-CLF User must only

be provided in a Hashed format as directed in the Data Republic Matching Services Module.

- (c) Each party must promptly provide the other with the details of any complaint received by the first party arising out of or in connection with the content, or the use and disclosure of, any Non-CLF Collaboration Data.

5.4 Participant representations and warranties

Participant represents and warrants that:

- (a) the Non-CLF Collaboration Data has been legally obtained and that the provision of Non-CLF Collaboration Data to Data Republic and its use in accordance with this Agreement will not violate any applicable Laws (including Privacy Laws and Competition Law), provided Data Republic manages Non-CLF Collaboration Data in accordance with the terms of this Agreement;
- (b) it, or the applicable Non-CLF User, has provided all necessary information or notices and obtained and maintains all necessary Consents from Individuals in order for the Non-CLF Collaboration Data to be used in Data Products on a Matched basis;
- (c) the Non-CLF Collaboration Data will, taken in isolation, not include any Personal Information at the point and time of its first entry into the Project(s) via the Delivery Mechanism;
- (d) Participant's or Non-CLF User's collection of the Non-CLF Collaboration Data, their supply of the Non-CLF Collaboration Data and Data Republic's and its User's use of the Non-CLF Collaboration Data as contemplated by this Agreement, will not interfere with any Individual's privacy or infringe upon any Intellectual Property Right or other right of any third party;
- (e) Participant, and any relevant Non-CLF User, has the necessary right, title and interest in the Non-CLF Collaboration Data provided by it in order to grant the licences and otherwise perform its obligations under this Agreement.

6 Data Republic Matching Services

- (a) Participant may access and use Data Republic Matching Services by selecting the Data Republic Matching Services Module.

- (b) The Data Republic Matching Services are offered as a mechanism for Participants to conduct de-identified matching of tokenised Data Assets.

7 Data Republic Extraction Services

- (a) Participant acknowledges and agrees that, for optimum results, extraction checks on data extracted from the Data Republic Platform (including Data Products) should ideally be performed by the Data Contributor(s) relevant to the extracted data.
- (b) Notwithstanding the foregoing, the parties may agree to Data Republic performing Data Republic Extraction Services in a Term Sheet and/or an Approved Data Licence. Data Republic must approve the requirements of any extraction check or audit (as particularised in a Term Sheet and/or Approved Data Licence) before agreeing to perform the Data Republic Extraction Services.
- (c) Data Republic is under no obligation to perform Data Republic Extraction Services. If, at any time, Data Republic considers that it is unable or unwilling to provide part or all of the Data Republic Extraction Services (whether due to technical limitations or otherwise), it will notify Participant in writing and cease provision of any such Data Republic Extraction Services.
- (d) Subject to clause 7(c), where Data Republic agrees to provide Data Republic Extraction Services, Data Republic will use reasonable endeavours to perform the Data Republic Extraction Services in accordance with the terms of this Agreement.
- (e) Participant acknowledges and agrees 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 complies 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 clause 16, 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 Extract 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.

8 Special Conditions

The parties must comply with any special conditions set out in the applicable Term Sheet and/or Approved Data Licence.

9 Support Services

Data Republic shall provide the Support Services as set out in Schedule 1 to this Agreement.

10 Data Security and Segregation

Data Republic must:

- (a) not take any steps to seek to re-identify any Individuals which are the subject of de-identified Participant Data;
- (b) ensure that Participant Data is segregated within the Data Republic Databases from Other Participant Data, such that Participant Data and Other Participant Data is not linked together or otherwise associated, unless contemplated by this Agreement or agreed otherwise by Participant in writing;
- (c) establish and at all times maintain, comply and enforce adequate safeguards against the destruction, interference, unauthorised access, loss or alteration of Participant Data or Non-CLF Collaboration Data in the possession or control of Data Republic or its Personnel that are consistent with and no less rigorous than those set out in the Data Security Protocols;
- (d) prohibit and prevent any Personnel who does not have the appropriate level of security clearance from gaining access to Participant Data or Non-CLF Collaboration Data;

- (e) notify Participant immediately if Data Republic becomes aware of any breach of this clause 10; and
- (f) notify Participant of any material amendments to the Data Security Protocols.

11 Compliance

Other than as expressly provided in this Agreement, each party:

- (a) **(Laws)** must comply with all applicable Laws associated with the performance of its obligations and exercise of its rights under this Agreement;
- (b) **(Privacy Laws)** must comply at all times with the Privacy Laws, including in all dealings in respect of Data Products. This obligation to comply with the Privacy Laws applies notwithstanding any possible operation of the small business operator exception in section 6C of the Privacy Act;
- (c) **(No Personal Information)** acknowledges and agrees that it must not take any steps to include or cause to be included in the Data Republic Databases any Personal Information;
- (d) **(licences, permits and approvals)** must obtain all Consents necessary to enable it to perform its obligations under this Agreement, including to enable it to grant the licences in clause 13 (Intellectual Property Rights), without infringing any Law, interfering with any Individual's privacy or infringing the rights (including Intellectual Property Rights, moral rights or rights relating to privacy) of any person;
- (e) **(directions)** must comply with all lawful and reasonable directions issued by the other party and/or any of its Related Bodies Corporate that are reasonably necessary to assist it and/or any of its Related Bodies Corporate in complying with applicable Laws and its regulatory obligations in connection with this Agreement; and
- (f) **(requests for information etc)** must comply, and reasonably assist the other party and/or any of its Related Bodies Corporate to comply, with all requests for information, directions, orders, subpoenas, and/or warrants issued to a party or its Related Bodies Corporate by any Government Agency, or which are otherwise authorised or required by Law in connection with this Agreement.

12 Confidential Information

- (a) Subject to clause 12(d), each party shall treat, and shall cause its Related Bodies Corporate and its own and its Related Body Corporate's Personnel to treat, any Confidential Information as strictly confidential and not disclose any Confidential Information other than as expressly contemplated by this Agreement.
- (b) No party may use or disclose Confidential Information disclosed by the other party for a purpose other than as expressly contemplated by this Agreement and must not permit or assist any person to make any unauthorised use of the other party's Confidential Information.
- (c) Inclusion or incorporation of Confidential Information of any one or more parties into a product or service (including a Data Product) shall not affect the fundamental character of confidence of the respective contributor's Confidential Information.
- (d) Notwithstanding the terms of this clause 12, either party may disclose Confidential Information of the other if and to the extent that:
- (i) the information is in or enters the public domain other than by reason of a breach of this clause 12 by the person receiving such information;
 - (ii) the information was lawfully in the possession of the receiving person prior to its disclosure;
 - (iii) the disclosure is to its legal and professional advisors in connection with this Agreement;
 - (iv) the disclosure is required by applicable Law;
 - (v) the information is comprised in any Data Products made available to the Participant or Users in accordance with, and is used by the Participant or Users in accordance with, the remainder of the terms of this Agreement;
 - (vi) the disclosure is to the party's Related Bodies Corporate and service providers who have a need to know such information, and only to the extent of such need; or
 - (vii) the disclosure is made with the consent of the other party.
- (e) Before any disclosure under clauses 12(d)(iii), 12(d)(v) or 12(d)(vi), the disclosing party must ensure that a recipient of Confidential Information is subject to terms of confidentiality on substantially similar terms to this clause 12.
- (f) Before any disclosure in reliance on clause 12(d)(iv), the party concerned must, where not prohibited by law, take all reasonable steps to preserve the confidentiality of the Confidential Information and immediately notify the other party of such requirement, giving full details of the circumstances of the proposed disclosure, and the other party is entitled to seek to contest such disclosure.
- (g) Subject to clause 9 (Liability of other Users) of the Data Contributor Module (if applicable), each party shall be responsible for any breach by its own Personnel and any of its Related Bodies Corporate and their Personnel of the obligations set out in this clause 12.
- (h) Each party must notify the other party promptly in writing if it becomes aware that any person not authorised to have access to the Confidential Information of the other party under this Agreement has obtained or is using any such Confidential Information.
- (i) Participant agrees that, notwithstanding this clause 12, Data Republic may disclose Participant's participation on the Data Republic Platform generally in a public manner and to other Users (including for the purpose of making recommendations and introductions), including (without limitation) on Data Republic's website and in marketing materials, and make use of the Participant Marks to do so in accordance with clause 13.2.
- (j) Each party acknowledges that any breach of this clause 12 may result in damage to the other party for which monetary damages may not provide sufficient relief. Each party is entitled to seek enforcement of its rights under this clause by specific performance or other injunctive proceedings.

13 Intellectual Property Rights

13.1 Ownership

- (a) **(Participant-owned IP)** Subject to clause 13.2, and as between Data Republic and the Participant, Data Republic acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to the Participant Marks, Participant Data, Non-CLF Collaboration Data and Background Participant IP

will at all times remain owned by Participant and nothing in this Agreement is intended to transfer such right, title or interest (including Intellectual Property Rights) to Data Republic.

- (b) **(DR-owned IP)** Subject to clause 13.2, Participant acknowledges and agrees that all right, title and interest (including Intellectual Property Rights) in and to:
- (i) Background DR IP;
 - (ii) the DR Marks;
 - (iii) Data Products and Derivative Materials;
 - (iv) the Data Republic Platform and any adaptations, upgrades or enhancements to the Data Republic Platform (including any new features or tools that are added to it), whether introduced or added by Data Republic independently or at the request of the Participant; and
 - (v) improvements or modifications to any materials described in sub-clauses (i) to (iii),

will at all times vest in and remain owned by Data Republic or its licensors and nothing in this Agreement is intended to transfer such right, title or interest (including in such Intellectual Property Rights) to Participant.

13.2 Licence to Brand Marks

- (a) The parties grant to one another a royalty-free, non-exclusive and non-transferable licence in the Territory to use the other party's Brand Marks during the Term for the purposes of performing their obligations and exercising their rights under this Agreement.
- (b) The licence provided in clause 13.2(a) is subject to the licensee complying with the brand guidelines of the licensor that apply to those marks, as notified to the licensee, and as updated, from time to time.

14 Payment

14.1 Fees

- (a) In consideration for the rights granted under this Agreement, the Participant must pay Data Republic the Fees, in accordance with the Payment Terms set out in any applicable Term Sheet under this Agreement.
- (b) Unless otherwise agreed by the parties, in relation to Fees payable by the Participant under this Agreement:

- (i) for the Licence Fees, Data Republic will invoice Participant annually in advance; and
 - (ii) for all other Fees including those relating to Data Products and Projects, Data Republic will invoice the Participant monthly in arrears (or part thereof should the Effective Date not fall on the first day of a month in which case the Fees shall be prorated accordingly).
- (c) The Fees and Expenses, if any, must be paid by each party without set-off, abatement or deduction, in accordance with this clause 14 and the relevant Term Sheet and/or Approved Data Licence, as applicable.
 - (d) Where Participant is entitled to the payment of Fees as the result of executing a Term Sheet and/or an Approved Data Licence, Data Republic will be under no obligation to pay such Fees to Participant until such time as Data Republic has received payment from the relevant User(s) which make use of the relevant Data Products. Data Republic shall take all reasonable steps to recover such sums. Data Republic will pay the Fees to Participant on a monthly basis, within 30 days of the end of the relevant month.

14.2 GST

- (a) If GST is payable on a supply made under or in connection with this Agreement, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of the GST payable on that supply. Any amount of GST is payable at the same time as the payment for the Taxable Supply to which it relates.
- (b) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are stated on a GST exclusive basis.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST payable on that supply will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (d) In providing an invoice in accordance with clause 14.1(b), a party shall provide proper tax invoices if GST is applicable to the Fees.
- (e) Terms which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* shall have that meaning in this Agreement.

15 Audit

- (a) During the Term of the relevant Term Sheet and for 12 months after the end of that Term, Data Republic shall have the right, at any time, to conduct (either itself or by appointment of an independent third party) an audit of Participant's use of the Data Republic Platform and Data Products received pursuant to an Approved Data Licence under the Data Republic Common Legal Framework, a Non-CLF Collaboration or the Data Republic Matching Services to verify that such Participant is using and accessing (or, where applicable, has used or accessed) the Data Republic Platform, including (where applicable) its use of and access to Data Assets, Data Products, Other Participant Data or Non-CLF Collaboration Data on the Data Republic Platform, in accordance with the terms of this Agreement, any applicable Term Sheet and any applicable Approved Data Licence, in each case, in accordance with Privacy Laws and the Data Security Protocols.
- (b) If an audit reveals Participant is not using or accessing (or has not used or accessed) the Data Republic Platform and or any Data Products in accordance with the terms of this Agreement, any applicable Term Sheet and any Approved Data Licence, in each case in accordance with Privacy Laws and the Data Security Protocols, Participant must (without prejudice to any other rights or remedies available to Data Republic or any Data Contributor) immediately comply with Data Republic's direction to do so and Participant will be responsible for Data Republic's audit and inspection costs and must promptly reimburse Data Republic for those costs following any request by Data Republic to do so.
- (c) Participant acknowledges and agrees that, to the extent required by Law, a Government Agency may access, audit or inspect sites, facilities, records, materials and resources relevant to this Agreement.

16 Disclaimer

- (a) Participant agrees and acknowledges that, to the extent permitted by Law (including the Competition Law, if applicable) and subject to clause 17 and any express warranties set out in the special conditions of a Term Sheet, Approved Data Licence or where

otherwise agreed in writing between the parties, Data Republic:

- (i) does not represent, warrant or accept any liability in relation to the accuracy, currency, reliability, completeness or quality of any Participant Data, Other Participant Data, Non-CLF Collaboration Data or Data Products;
 - (ii) does not represent or warrant that the Participant Data, Other Participant Data, Non-CLF Collaboration Data 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 Participant Data, Other Participant Data, Non-CLF Collaboration Data or Data Products, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- (b) Participant acknowledges and agrees that changes in circumstances after the Request Date may impact upon the accuracy and reliability of the Participant Data, Non-CLF Collaboration Data, Other Participant Data or Data Products.
- (c) The disclaimers in this clause 16 will apply, notwithstanding that Data Republic has been engaged by the Participant to perform Data Republic Extraction Services.

17 Representations and Warranties

Each party represents and warrants that:

- (a) it has full power, authority and legal capacity to:
 - (i) enter into this Agreement; and
 - (ii) perform its obligations under this Agreement;
- (b) each relevant individual acting on behalf of the relevant Participant that enters into a Data Licence or accepts an Approved Data Licence has full power, authority and legal capacity to do so;
- (c) execution and performance of this Agreement will not result in a breach of any terms or conditions of any instrument or agreement to which it is a party; and
- (d) it shall obtain and maintain all Consents applicable or necessary in order to perform its obligations under this Agreement (including with respect to Intellectual

Property Rights and as required under any Privacy Laws).

18 Indemnities

- (a) Each party (the **Indemnifying Party**) shall defend, hold harmless and indemnify the other party (the **Indemnified Party**) from and against any Loss suffered or incurred by the Indemnified Party arising out of or in connection with:
- (i) the death or injury of any person, or any loss or damage to property, arising out of or otherwise in connection with any negligence or wrongful act or omission of the Indemnifying Party;
 - (ii) any fraud (including fraudulent misrepresentation) or wilful misconduct or repudiation of the Indemnifying Party or any of its Personnel;
 - (iii) any disclosure of Confidential Information in breach of clause 12 by the Indemnifying Party; and
 - (iv) the Indemnifying Party's failure to comply with any Laws (including Privacy Laws and Competition Laws),
- except to the extent that such Loss is caused or contributed to by an act or omission of the Indemnified Party.
- (b) Data Republic shall defend, hold harmless and indemnify Participant from any Loss suffered or incurred by Participant arising out of or in connection with any Claim by any third party that the Data Republic Platform infringes the Intellectual Property Rights or other rights of any third party, except to the extent that such Loss is caused or contributed to by an act or omission of Participant.
- (c) Participant shall defend, hold harmless and indemnify Data Republic from and against any Loss suffered or incurred by Data Republic arising out of or in connection with any Claim by any third party that the Participant Marks, Participant Data, Non-CLF Collaboration Data, Background Participant IP or Derivative Materials (or their use by Data Republic in accordance with this Agreement, any applicable Term Sheet or any applicable Approved Data Licence) infringes the Intellectual Property Rights or other rights of any third party, except to the extent that such Loss is

caused or contributed to by an act or omission of Data Republic.

19 Participant Undertaking

19.1 Undertaking

- (a) Participant undertakes to, and undertakes to ensure that its Permitted Sublicensees will, comply with the terms of this Data Republic Software Agreement (to the extent applicable), any applicable Module, and any applicable Approved Data Licence.
- (b) Participant further undertakes that it will, and will ensure that its Permitted Sublicensees will, keep the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data, confidential and secure, as required under the Data Republic Software Agreement.

19.2 Indemnity

Participant 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 Participant, its Personnel or its Permitted Sublicensees, other than in accordance with the Data Republic Software Agreement and the Approved Data Licence;
- (b) Participant's, or any of Participant's Permitted Sublicensees', 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 Participant's, or any of Participant's Permitted Sublicensees', use of the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data other than in accordance with the Data Republic Software Agreement or an Approved Data Licence; or
- (d) any breach of the undertakings given in this clause 19 to the extent such breach relates to Beneficiary Data.

19.3 Benefit of this Participant Undertaking

- (a) Participant agrees that the obligations in this clause 19 are for the benefit of the Beneficiaries jointly and

severally, and that the Beneficiaries may enforce the obligations either together or separately.

- (b) Participant acknowledges that:
 - (i) the data submitted to Data Republic and the Participant is valuable to the Beneficiaries;
 - (ii) damages may not be an adequate remedy for the Beneficiaries for any breach of this clause 19 by Participant, its Personnel or its Permitted Sublicensees; 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 19 by Participant, its Personnel or its Permitted Sublicensees, in addition to seeking any other remedies available at law or in equity under or independently of this clause 19.
- (c) Participant 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 19.
- (d) This clause 19 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 Participant.

20 Limitation of liability

- (a) Subject to clause 20(d) and to the extent permitted by Law, each party's aggregate liability to the other party for any Loss arising out of or in connection with this Agreement (including any applicable Term Sheet or applicable Approved Data Licence) shall not exceed the greater of:
 - (i) \$500,000; or
 - (ii) an amount equal to 100% of the aggregate of Fees payable by Data Republic to Participant and by Participant to Data Republic, during the immediately preceding 12 month period, regardless of the cause or form of action.
- (b) Subject to clause 20(d) and to the extent permitted by Law, under no circumstances will either party be liable for any Consequential Loss.
- (c) The limitation and exclusion in clauses 20(a), 20(b) and 20(d) shall apply whether the action, claim or demand

arises from breach of contract, tort (including negligence) or under any other theory of liability.

- (d) Clauses 20(a) and 20(b) shall not limit any party's liability under any indemnity given in this Agreement, provided that the party's aggregate liability to the other party for any Loss arising out of or in connection with such indemnity shall not, to the extent permitted by Law, exceed \$5 million in the aggregate.

21 Suspension and Termination

21.1 Suspension

- (a) Data Republic may suspend the performance of this Agreement, any Term Sheet and/or any Approved Data Licence without liability to Participant if:
 - (i) Participant is in breach of the terms of this Agreement, any Term Sheet and/or Approved Data Licence, or any Laws;
 - (ii) Data Republic discovers that Personal Information is included in the Participant Data, Non-CLF Collaboration Data or any Data Product received or developed by or on behalf of Participant;
 - (iii) Data Republic has reason to believe that the Participant's access credentials have been compromised;
 - (iv) Data Republic believes that Participant's use of the Data Republic Platform causes an actual or potential contravention of the Data Security Protocols or is having, or is reasonably likely to have, an adverse material impact on Data Republic's ability to provide Data Products to Participant or other Users; or
 - (v) Data Republic's use of or access to the Data Republic Platform is suspended or terminated by the hosting service provider responsible for hosting the Data Republic Platform.
- (b) Any suspension implemented in accordance with clause 21.1(a) shall continue until Data Republic is satisfied that the circumstances giving rise to the suspension have been remedied by Participant and are not reasonably likely to recur.
- (c) The rights of Data Republic under this clause 21.1 are in addition to Data Republic's rights under clause 21.2 below.

21.2 Termination of the Agreement or Term Sheets for cause

Either party may terminate this Agreement, any Term Sheet(s) and/or Approved Data Licence with immediate effect by giving written notice to the other party at any time if the other party:

- (a) breaches any warranty or any other provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 30 days after receiving written notice from the terminating party requiring it to do so;
- (b) breaches the Data Security Protocols;
- (c) becomes subject to an Insolvency Event;
- (d) fails to comply with any Laws (including Privacy Laws and Competition Laws) which are applicable to the Data Products, Participant Data, Non-CLF Collaboration Data and/or this Agreement (including any Term Sheet or an Approved Data Licence); or
- (e) a suspension pursuant to clause 21.1 continues for more than three months.

21.3 Consequences of termination

If this Agreement, a Term Sheet or an Approved Data Licence is terminated by either party or expires:

- (a) each party must, within 20 Business Days of termination, pay to the other all Fees and Expenses incurred and/or owing under this Agreement, relevant Term Sheet or Approved Data Licence (as applicable) up to and including the date of termination or expiry;
- (b) subject only to any term to the contrary in the Data Recipient and/or Data Contributor Modules, Data Republic will cease to provide the Data Products to Participant under this Agreement, the relevant Term Sheet or Approved Data Licence (as applicable) from the date of termination or expiry;
- (c) any rights granted to a Participant in respect of the Data Republic Platform shall cease;
- (d) each party must, within 10 Business Days of termination and at the direction of the other party, either return or destroy (and certify the destruction of) all of the other party's Confidential Information in their possession, control or custody, including deleting any

such Confidential Information from any computer systems or files; and

- (e) on written request, provide the other party with written certification from an officer of the company of its compliance with clause 21.3(d).

21.4 Survival

- (a) Termination of this Agreement, a Term Sheet or any Approved Data Licence does not affect any accrued rights or remedies of either party.
- (b) Without limiting any other provision of this Agreement, clauses 12 (Confidential Information), 14 (Payment), 15 (Audit), 16 (Disclaimer), 18 (Indemnities), 19 (Participant Undertaking), 20 (Limitation of Liability), 21.3 (Consequences of termination), this clause 21.4 (Survival), 24 (Dispute Resolution) and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiration of this Agreement for any reason.

22 Force Majeure

- (a) If the performance by any party (**Affected Party**) of all or any of its obligations under this Agreement is prevented or delayed due to a Force Majeure Event, the Affected Party must promptly, after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event, the effect of the Force Majeure Event on performance of the Affected Party's obligations and the action (if any) the Affected Party intends to take and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.
- (b) After 14 days (or earlier if agreed by the parties) of being given notice under clause 22(a), the parties may negotiate to terminate this Agreement or allow part fulfilment or deferment of the obligations of either party under this Agreement.

23 Relationship of the parties

Participant's relationship with Data Republic under this Agreement is solely one of service provider and service recipient (including, as part of that relationship, a licensor and licensee relationship). Nothing in this Agreement constitutes a relationship of employer and employee, partnership, joint venture or agency and, except as expressly

stated in this Agreement, an applicable Term Sheet and/or an Approved Data Licence, neither party has any authority or power to bind the other or create a liability against the other.

24 Dispute resolution

- (a) Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the provisions of this clause 24, except to seek urgent interlocutory relief.
- (b) A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute. The parties must use reasonable endeavours to resolve any Dispute by escalating the Dispute to their respective managing directors or similar persons and ensuring that its representatives use reasonable efforts to resolve the Dispute.
- (c) If the parties are not able to resolve the Dispute in accordance with clause 24(b) within 20 Business Days from the date of notification, either party may immediately refer the Dispute to mediation and the parties will use reasonable endeavours to resolve the Dispute following the ADC Guidelines. Each party must bear its own costs in relation to complying with this clause 24, except for the costs and expenses of the mediation, which will be borne by the parties equally.

25 Notices

25.1 Form of notice

Any notice, demand, consent or other communication given under this Agreement (**Notice**) must be:

- (a) in writing;
- (b) delivered by hand, mail or email to the address of a party set out in this Agreement or such alternate address as may be advised by the other party from time to time.

25.2 Time of notice

Notice will be conclusively taken to have been given or made:

- (a) if delivered by person, when delivered;
- (b) if by mail, 3 Business Days after the date of mailing within Australia or 10 Business Days after the date of mailing overseas; or

- (c) if by email, at the time of sending, provided that receipt shall not occur if the sender received an automated message that the e-mail has not been delivered to the recipient.

A notice that is deemed conclusively given or made after 5pm on any day, or on a day that is not a Business Day in the place of receipt, shall be deemed delivered at 9am on the next Business Day.

26 Restraint

26.1 Non-Solicitation

The Participant (whether inadvertently, directly or indirectly), must not, during the Restraint Period and in the Restraint Area induce or solicit Data Republic's Personnel (who were Personnel at the date of termination or expiry of this Agreement or within the 12 months prior), to leave their employment, agency or contractual arrangement with Data Republic.

26.2 Reasonableness

The Participant agrees that, in consideration of this Agreement:

- (a) the terms of this clause 26 are reasonable given the nature of Data Republic's business, are necessary to protect Data Republic's legitimate business interests and do not unreasonably restrict the Participant's right to carry on their profession or trade;
- (b) Data Republic may seek legal remedies (including equitable remedies) for a breach of this clause 26; and
- (c) on request, the Participant agrees to provide Data Republic with evidence sufficient to enable them to confirm the Participant's compliance with this clause 26.

26.3 Restraint Period

For the purposes of this clause 26, Restraint Period means the Term, and:

- (a) 12 months after the Term of this Agreement, or (if that duration is deemed unreasonable);
- (b) 9 months after the Term of this Agreement, or (if that duration is deemed unreasonable);
- (c) 6 months after the Term of this Agreement.

26.4 Restraint Area

For the purposes of this clause 26, Restraint Area means:

- (a) Australia, or (if that area is deemed unreasonable);

- (b) New South Wales, or (if that area is deemed unreasonable);
- (c) Sydney.

26.5 Survival

This clause 26 will survive termination or expiry of this Agreement.

27 General

27.1 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

27.2 Assignment and subcontracting

Participant must not assign, change, subcontract, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Data Republic (such consent not to be unreasonably withheld or delayed). No such transfer or assignment shall relieve Participant of any of its obligations under this Agreement.

27.3 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

27.4 Amendment

- (a) This Agreement may be amended by Participant only by another agreement executed by all the parties.
- (b) Data Republic may amend this Agreement on reasonable prior written notice to Participant, such notice to contain sufficient detail to allow Participant to consider any relevant amendments. If within 10 Business Days of receipt of such notice, Participant notifies Data Republic that it does not agree to any amendments to this Agreement pursuant to this clause 27.4(b), then Data Republic may terminate this Agreement with immediate effect by giving written

notice to Participant and the provisions of clause 21.3 shall apply.

27.5 Waiver

No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

27.6 Remedies cumulative

The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

27.7 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

27.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

27.9 Survival of representations and warranties

All representations and warranties in this Agreement will survive the execution and delivery of this Agreement and the completion of transactions contemplated by it.

27.10 Costs and duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

27.11 Governing law and jurisdiction

This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, are governed by the laws of New South Wales and of the Commonwealth of Australia applying there. Subject to clause 24, 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.

27.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one agreement.

27.13 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.

EXECUTED in accordance with s127 of the Corporations Act 2001 (Cth) by **Data Republic Pty Ltd:**

Signature of Director

Signature of Director / Secretary

Name of Director

Name of Director / Secretary

Date

Date

EXECUTED in accordance with s127 of the Corporations Act 2001 (Cth) by **Participant:**

Signature of Director

Signature of Director / Secretary

Name of Director

Name of Director / Secretary

Date

Date

Schedule 1 Service Level Agreement

1 Support Services

1.1 Defining Support Services

(a) Data Republic must provide the following Support Services during the period commencing on the Effective Date (or such other date to be agreed by the parties) and ending at the end of the Term:

- (i) access to a Data Republic technical support representative during Business Hours, including for the purposes of enabling Participant to escalate to Data Republic, or notify Data Republic of, any Service Problems or Incidents;
- (ii) monitoring, management, notification and resolution of all Service Problems and Incidents impacting the Participant; and;
- (iii) maintenance of the Data Republic Platform to track and manage Service Problems and Incidents impacting the Participant.

(together, the **Support Services**).

(b) For the purposes of this Schedule:

- (i) **Service Problem** means a technical problem with the Data Republic Platform requiring assistance of a Data Republic support representative to resolve.
- (ii) **Incident** means an issue with the Data Republic Platform that has actual or potential business process failure caused by an incident that is communicated to, or otherwise identified by Data Republic, other than via the Data Republic Help Desk.

1.2 Scheduled outages

Data Republic must use commercially reasonable endeavours to limit scheduled outages to low-traffic times outside of Business Hours.

2 Service Level Requirements

2.1 Service Levels

Data Republic will use commercially reasonable endeavours to meet or exceed the Service Levels, as outlined in clauses 3 and 4 below.

2.2 Measurement and reporting of Service Levels

(a) Upon Participant's request, Data Republic must:

- (i) provide Participant with reasonable information regarding its measurement and monitoring tools and procedures; and
- (ii) demonstrate to Participant's reasonable satisfaction that Data Republic is using those measurement and monitoring tools and procedures properly and that they are providing complete and accurate measurements.

2.3 Failure to meet Uptime Service Levels

If the Uptime Service Level outlined in clause 3 is not achieved in any billing month, Data Republic must promptly notify Participant, and Data Republic must:

- (a) as soon as practicable and in any event no longer than 14 days following the failure to meet the applicable Service Level, provide Participant with a written report detailing the cause of, and any consequences of, such failure to achieve or exceed the Service Level, and Data Republic's proposed procedure for correcting the failure (**Rectification Plan**);

- (b) implement the Rectification Plan, allocating such resources as may be necessary; and
- (c) certify to Participant that all reasonable action has been taken to prevent any recurrence of such failure.

3 Uptime Service Levels

3.1 Uptime Service Commitment

- (a) Data Republic will use commercially reasonable efforts to make the Data Republic Platform available with a Monthly Uptime Percentage (defined below) of at least 99.50% during any monthly billing cycle.
- (b) For the purposes of this Schedule:
 - (i) **Excluded Outages** means:
 - (A) any scheduled outages (including any planned system maintenance performed by Data Republic or its Service Providers); and
 - (B) any outages caused or contributed to by any Service Providers.
 - (ii) **Monthly Uptime Percentage** for the Data Republic Platform is calculated by subtracting from 100% the percentage of 1 minute periods during the monthly billing cycle in which the Data Republic Platform was Unavailable, except for downtime resulting directly or indirectly from any Excluded Outages. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any scheduled outage.
 - (iii) **Unavailable** means the platform is undergoing a ‘Severity Level 1 - Very High Impact (Critical)’ as outlined in clause 4.
 - (iv) **Service Providers** means any external vendors that contribute to the running of the Data Republic platform.

4 Service Levels for Support Services

4.1 Service Problem and Incident resolution Service Levels

- (a) Service Levels for Service Problems and Incident resolution are set out in the table below.
- (b) Data Republic will categorise Service Problems and Incidents according to the following Severity Levels:

Severity Level	Description
1 – Very High Impact (Critical)	<p>A total system failure of the whole of the Data Republic Platform affecting all users, with no workaround or alternative available.</p> <p>Examples include:</p> <ul style="list-style-type: none"> - Web browser request for the Data Republic Platform returns a 404 error - All users are unable to authenticate on the Data Republic Platform
2 – High Impact	<p>A total system failure of the whole of the Data Republic Platform affecting a subset of users, with no workaround or alternative available.</p> <p>OR</p> <p>A system failure of part of the Data Republic Platform affecting all users, with no workaround or alternative available.</p> <p>Examples include:</p>

	<ul style="list-style-type: none"> - Some users are unable to authenticate on the Data Republic Platform - Users are unable to access some sandboxes
3 – Medium Impact	<p>A partial or limited loss of non-critical functionality for all users.</p> <p>OR</p> <p>A level 1 or 2 severity incident where a workaround exists which allows for the continuance of normal operations.</p> <p>Examples include:</p> <ul style="list-style-type: none"> - Users unable to reply in an existing conversation in a single project.
4 – Low Impact	<p>A partial or limited loss of non- critical functionality for a subset of users.</p> <p>Examples include:</p> <ul style="list-style-type: none"> - The search function not working on the Data Republic Help pages.

- (c) If Participant does not reasonably agree with Data Republic's assigned Severity Level, Participant may request that Data Republic revise the Severity Level in accordance with Participant's instructions, and the parties will endeavour to reach mutual agreement on the Severity Level.
- (d) Data Republic must respond to each Service Problem or Incident according to the response times allocated to each Severity Level in the table below. For the purposes of the table below:
- (i) all days are Business Days and all hours are Business Hours; and
 - (ii) the measure of time in the table below commences when Data Republic first becomes aware of the Service Problem or Incident.

Service Level	Severity Level			
Action	Severity 1	Severity 2	Severity 3	Severity 4
Initial Response	< 1 hour	< 12 hour	< 24 hours	< 24 hours
Provide Temporary Fix	< 8 hours	< 5 days	< 30 days	As advised
Resolution	10 days unless agreed otherwise	21 days unless agreed otherwise	As advised	As advised

- (e) For the purposes of this Schedule:
- (i) **Initial Response** means Data Republic acknowledges to the Participant that the Service Problem or Incident has occurred;

- (ii) **Provide Temporary Fix** means that actions have been taken by or at the direction of Data Republic towards resolving the Service Problem or Incident, and the relevant functionality has been partially restored or replaced with a temporary workaround; and
- (iii) **Resolution** means the Service Problem or Incident has been corrected. This may be in the form of an appropriate workaround provided that Data Republic shall make commercially reasonable efforts to provide a permanent solution to the incident in a subsequent maintenance release.
- (f) Notwithstanding anything to the contrary, the Participant agrees that Data Republic shall not be considered to have failed to comply with the Service Levels to the extent that such failure was caused or contributed to by the acts or omissions of the Participant.

Schedule 2 - Data Republic Software Agreement Term Sheet

Term Sheet No.	[0000]		
Participant	[Insert]		
Date	[XX.XX.XXXX]		
Data Republic Platform			
Applicable Module and Terms & Conditions	<p>This Term Sheet requires you (Participant, you or your) to enter into an applicable Module which sets out the terms and conditions under which you may participate on the Data Republic Platform. You must specify which (if any) Modules or legal frameworks are applicable to you in this Term Sheet.</p> <p>By selecting one or more of the Modules / frameworks below, you agree to be bound by the terms of and conditions under the respective Modules / frameworks.</p> <p><input type="checkbox"/> Common Legal Framework – Data Contributor Module, Data Recipient Module, Data Developer Module</p> <p><input type="checkbox"/> Data Republic Matching Services Module</p>		
Effective Date	[XX.XX.XXXX]		
Initial Term	Initial Term means from the Effective Date until [insert months or years] after the last Start Date.		
Renewal Term	<p>Renewal Term means 12 months.</p> <p>At the expiration of the Initial Term, and at the expiration of each Renewal Term (if applicable), this Senate Licence Term Sheet will be automatically extended for the Renewal Term unless:</p> <p>a) the Senate Licence Term Sheet is terminated in accordance with this Agreement; or</p> <p>b) either party has given the other, at least 90 days prior to the commencement of the Renewal Term, a notice of its intention to terminate this Term Sheet.</p>		
Payment Terms	<i>We will provide you for an invoice for the Fees in accordance with this Agreement, and you agree to pay the amount set out in the invoice, using the payment method set out in the invoice, within [30] days.</i>		
Territory	[insert]		
		Inclusions	Cost (USD)
Licence Type / Inclusions	[X] Innovation License	[Insert inclusions]	\$XX
	Start date: [insert] End date: [insert]		
Licence Type / Inclusions	[X] Collaboration License	[Insert inclusions]	\$XX
	Start date: [insert] End date: [insert]		
Infrastructure, Customer	[X] Infrastructure:	[specify SG/AU/US]	\$XX
	• Data Centre Region:	[Workspaces Y / N]	

Enablement Services, Ecosystem services, Data Republic Extraction Services, Additional Inclusions	<ul style="list-style-type: none"> Workspaces: Matching: Data Volume: 	[# - specifications, e.g.: 3 S, 1 M] [Matching Y / N] [# unmatched tokens, # matched tokens, # matches / month] [estimated data volume in GB.]	
	[X] Customer Enablement - Organisational Readiness	[Yes / No]	\$XX
	[X] Customer Enablement - Project Orchestration	[Yes / No]	\$XX
	[X] Ecosystem Services	[Yes / No]	\$XX
	[X] Data Republic Extraction Services	[Yes / No] [insert further details / conditions / specifications of the extractions]	\$XX
	[X] Additional Inclusions	[Yes / No]	\$XX
Special Conditions	[insert or N/A]		

Customer enablement – Organisation Readiness [REMOVE THIS SECTION IF NOT APPLICABLE]			
Period	[insert period of service delivery]		
Package	[insert name if any otherwise “Custom”]		
Payment Terms	We will provide you for an invoice for the Fees in accordance with this Agreement, and you agree to pay the amount set out in the invoice, using the payment method set out in the invoice, within [30] days.		
Service components	Component name	Description	Est. Service Days (Max)
	Legal framework approval	Assistance with the development & execution of legal terms required for data collaboration.	[insert]
	Infosec approval	Assistance with security overview, questionnaire completion & resolution of Infosec related queries.	[insert]
	Governance process setup	Assistance with the practices and processes which help ensure the governed management of data.	[insert]

	Project ideation and prioritisation	Assistance with defining & prioritizing projects to achieve business outcomes.	[insert]
	Onboarding	Assistance with the setup and creation of users, roles & permissions & training.	[insert]
	Matching implementation	Support and installation to get Matching ready including network permission advice, data prep guidance, data upload support and synthetic data test matching.	[insert]
Special Conditions	[insert]		
Cost (USD)	\$XX		

Customer enablement – Project Orchestration [REMOVE THIS SECTION IF NOT APPLICABLE]			
Period	[insert period of service delivery]		
Package	[insert name if any otherwise “Custom”]		
Payment Terms	<i>We will provide you for an invoice for the Fees in accordance with this Agreement, and you agree to pay the amount set out in the invoice, using the payment method set out in the invoice, within [30] days.</i>		
Service components	Component name	Description	Est. Service Days (Max)
	Project legal agreement	Assistance with data license execution to legally govern your project.	[insert]
	Project objectives and planning	Assistance with defining all critical aspects of a project to ensure project success including data definitions, project teams, tooling, and success criterion.	[insert]
	Onboarding	Assistance with user setup & training.	[insert]
	Matching planning	Assistance with data preparation guidance and data upload support related to Matching.	[insert]
	Project creation	Assistance and support with project setup.	[insert]

	Project execution	Assistance and support with project approval, data allocation and workspace provisioning.	[insert]
	Data extract checks	Includes extract process guidance, data license compliance checks and extract checks.	[insert]
	Project Reporting	If applicable, reporting on aspects of the project including users, approvals and access to workspaces.	[insert]
	Software tuning	Second level engineering assistance tailored to customer need.	[insert]
	Project closure and data destruction	Assistance with project wind-down including final checks and data destruction.	[insert]
Special Conditions	[insert]		
Cost (USD)	\$XX		

Ecosystem Services [REMOVE THIS SECTION IF NOT APPLICABLE]	
Service components	[insert any services otherwise n/a]
Period	[insert period of service delivery]
Special Conditions	[insert]
Payment Terms	<i>We will provide you for an invoice for the Fees in accordance with this Agreement, and you agree to pay the amount set out in the invoice, using the payment method set out in the invoice, within [30] days.</i>
Cost (USD)	\$XX

EXECUTED in accordance with s127 of the
Corporations Act 2001 (Cth) by **Data Republic Pty Ltd:**

_____ Signature of Director	_____ Signature of Director / Secretary
_____ Name of Director	_____ Name of Director / Secretary
_____ Date	_____ Date

EXECUTED in accordance with s127 of the
Corporations Act 2001 (Cth) by **Participant:**

_____ Signature of Director	_____ Signature of Director / Secretary
_____ Name of Director	_____ Name of Director / Secretary
_____ Date	_____ Date

Schedule 4

Glossary

1 Definitions

The following definitions apply unless the context requires otherwise.

ADC means the Australian Disputes Centre Ltd (or, if that organisation ceases to exist, a similar Australian organisation nominated by the party referring the Dispute to mediation).

ADC Guidelines means ADC Guidelines for Commercial Mediation (or if the ADC ceases to exist, the guidelines for mediation of any similar Australian organisation nominated by the party referring the Dispute to mediation) in force from time to time, the terms of which are incorporated into this Agreement.

Agreement means the Data Republic Software Agreement and the applicable Modules and Schedules, and includes the documents referred to in clause 1(a).

API means the Data Republic application program interface made available to facilitate, amongst other things, the interaction of applications (including those developed by application developers) with the Data Republic Platform, the receipt of a data feed from the Data Republic Platform and the submission of Participant Data and Other Participant Data to the Data Republic Platform.

Approved Data Licence has the meaning given in clause 4(c) of the Data Republic Software Agreement.

Background DR IP means all Intellectual Property Rights owned by or licensed to Data Republic which were brought into existence:

- a) prior to the date of this Agreement; or
- b) independently of this Agreement,

including, but not limited to, the Data Republic Platform, all documentation related to it and any algorithms developed by or on behalf of Data Republic for the purpose of creating Data Products on the Data Republic Platform.

Background Participant IP means all Intellectual Property Rights owned by Participant which were brought into existence:

- a) prior to the date of this Agreement; or

- b) outside the Data Republic Platform and independently of the Data Products.

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

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

Brand Marks means the DR Marks and/or the Participant Marks, as applicable.

Business Day means a day that is not a Saturday, Sunday, a public holiday or a bank holiday in the Territory.

Business Hours means between the hours of 9am and 5pm (AEST) on a Business Day.

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.

Collaboration Licence means a licence which enables Participant to use the Data Republic Platform (subject to the terms of this Agreement), with Participant Data in collaboration with Other Participant Data.

Commencement Date means the date this Agreement is executed by both parties.

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

Confidential Information means all information which is in fact or which is reasonably regarded by a party as confidential to that party (including Participant Data and the terms of the Data Republic Software Agreement and any Module) and includes any data, code, plans, proposals or other material of any party which is related to the operation, business or financing of that party and any other information, code or data not of a published or public nature concerning or utilised by such party. Participant Data and Non-CLF Collaboration Data remains Confidential Information of Participant notwithstanding any transformation or

analysis of that Participant Data or Non-CLF Collaboration Data by Data Republic or any other User on the Data Republic Platform to create Data Products and whether or not incorporated into Data Republic Databases or Data Products. Transformations and analyses of Participant Data and Non-CLF Collaboration Data may also include Confidential Information of Data Republic and Confidential Information of Other Data Contributors or other Users.

Consent means any licences, clearances, permissions, certificates, permits, authorities, declarations, exemptions, waivers, approvals or consents.

Consequential Loss means:

- a) any loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract as the probable result of the relevant breach or act or omission; or
- b) any loss of profits, revenue or business.

Contributor Node means the technical component within the Data Republic Matching Services network that generates Token IDs, hashes Personal Information and distributes slices to matcher nodes as described in the Data Republic Matching User Guide.

Data Asset means each discrete category or collection of data submitted into the Data Republic Databases by a User, and includes any data updates, data incorporated into Data Products, and any corrections to or re-ordering, cleansing or transformation of such data.

Data Characteristics means the structural metadata and descriptive metadata of each Data Asset, including:

- a) the volume of data to be made available, including but not limited to byte size, number of records, number of fields, number of data sets or number of documents;
- b) the data type of each data field;
- c) the completeness of each data field;
- d) the age of the data to be made available;
- e) the Update Frequency of data to be made available; and

- f) the contextual description of a specific data set.

Data Contributor means an entity or person from which Data Republic collects data for the purpose of creating and making available Data Products on the Data Republic Platform and which has entered into the Data Contributor Module of the Data Republic Software Agreement.

Data Contributor Module means the module titled the same.

Data Developer means entities or persons who are permitted to develop and create Data Products and related applications (including but not limited to data feeds, ETL scripts and applications) on the Data Republic Platform, pursuant to the terms of the Data Developer Module.

Data Contributor Module means the module titled the same.

Data Licence means a form in the template set out on the Data Republic Platform, and including all information required to be included in such template.

Data Product means any combinations, compilations, integrations, models or analyses of data created or derived on the Data Republic Platform from, or using, Participant Data and/or other data contained in the Data Republic Databases in accordance with the Data Product Policy and each applicable Term Sheet or Approved Data Licence. Data Products include, but are not limited to:

- a) reports;
- b) segmentations, where de-identified Individuals are allocated to discrete groups sharing common characteristics;
- c) propensities, where de-identified Individuals or groups of de-identified Individuals are scored on a likelihood of having certain characteristics;
- d) aggregations, where sums, counts or other scores of particular characteristics are created on a non-Individual level; and
- e) data feeds, applications and ETL applications.

Data Product Development Environment means the environment to which Data Developer will be granted access in order to create a Data Product.

Data Product Policy means the document available on the Data Republic Website that sets out the mandatory and minimum requirements for Data Products and may be amended by Data Republic from time to time.

Data Recipient means entities or persons who receive Data Products through the Data Republic Platform pursuant to the terms and conditions outlined in the Data Recipient Module and any applicable Approved Data Licence.

Data Recipient Module means the module titled the same.

Data Republic Common Legal Framework means the common legal framework for Data Republic managed data collaboration, as set out in and comprising the Data Recipient Module, the Data Contributor Module and the Data Developer Module, and as available on the Data Republic Website.

Data Republic Databases means the databases or data storage environments created and maintained by or on behalf of Data Republic and/or any of its Related Bodies Corporate for the purposes of holding and analysing Participant Data and Other Participant Data and creating and providing to Users the Data Products.

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 a Term Sheet and/or an Approved Data Licence and subject to the terms of this Agreement.

Data Republic Matching Services has the meaning given in the Data Republic Matching Services Module.

Data Republic Matching Services Module means the module titled the same.

Data Republic Software Agreement means the agreement between Data Republic and the Participant or an Other Participant, and pursuant to which Data Republic grants to the Participant or an Other Participant the right to access and use the Data Republic Platform.

Data Republic Matching User Guide means the document titled the same, and available on the Data Republic Website.

Data Republic Platform means the system and application stack upon and within which the Data Republic Databases and Projects are hosted and the Data Republic environment which is made available to Participants to contribute, receive and develop Data Assets and/or Data Products according to the legal framework set out in the Data Republic Common Legal Framework and/or in accordance with a Non-CLF Collaboration.

Data Republic Website means the website available at <https://www.datarepublic.com>.

Data Security Protocols means the protocols which set out the data security standards and processes to be employed by Data Republic, as set out on the Data Republic Website, and may be amended by Data Republic from time to time.

Delivery Mechanism means the mechanism for transfer of:

- a) the Participant Data by Participant; or
- b) in the case of a Non-CLF Collaboration, Non-CLF Collaboration Data by a Participant or Non-CLF User,

to Data Republic-

Derivative Materials means materials derived or created by or on behalf of Participant or its Personnel in accordance with the terms of this Agreement, and any Approved Data Licence, which are based on, or created or derived from, Data Products separately from, and independently of, the Data Republic Platform, but do not include the underlying Data Products themselves.

Dispute means a dispute between the parties arising out of or in connection with this Agreement.

DR Marks means the brands, trademarks, logos or names of Data Republic.

Effective Date has the meaning given in the applicable Term Sheet.

EULA means an end user licence agreement between a third party and a Participant which contains the terms and conditions that govern a third party's use of, and right to receive, Data Products from the relevant Participant.

Fees and **Expenses** means any fees, payments, expenses or costs set out in the applicable Term Sheet and/or Approved Data Licence.

Force Majeure Event means any circumstance or event that has, or is likely to have, a material adverse effect on the availability of the Data Republic Platform, or any circumstance or event which by the exercise of reasonable effort the affected party is unable to control, including:

- (a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) strikes or other industrial action outside of the control of either party; and
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, pandemic or epidemic,

but excludes any act or omission of a subcontractor or any Personnel of that party (except where that act or omission was itself caused by a Force Majeure Event).

Glossary means the definitions and rules of interpretation in this Schedule.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, and any self-regulatory organisation established under statute or a stock exchange.

Project(s) means a governed, monitored and access controlled environment within the Data Republic Platform in which data collaboration and exploration can take place.

Guest Agreement means the terms and conditions which apply to all User(s) which use the Data Republic Platform under the Participant's direction, in the form set out at www.datapublic.com/legal.

Hashed means, in respect of Participant Data or Other Participant Data, data transformed in a manner that reduces the risk of identification of an individual from that data to a remote risk, through a process which employs salting or other robust and reliable de-identification techniques and a secure hash key management process to generate a string:

- (a) which enables that string to be associated with a unique transactor but does not enable any human intelligible information to be available that might reasonably assist or facilitate re-identification of the Individual concerned; and
- (b) when Data Republic associates that string with a unique transactor, facilitates allocation of a Token ID to that sub-string that relates to the unique transactor,

and **Hashed Input Data** and **Hash** and **Hashing** will have similar meanings.

Individual means an individual to whom Personal Information or de-identified data (as the case may be) relates.

Initial Term means the period specified in an applicable Term Sheet.

Innovation Licence means a licence which enables Participant to use the Data Republic Platform (subject to the terms of this Agreement), using Participant Data but without the ability of the Participant to collaborate with Other Participant Data.

Insolvency Event means where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;

- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

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) confidential information, 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 licence or other right to use a domain name;
- (d) any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (e) 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.

Licence Fees means the licence Fees payable by Participant to Data Republic, as stipulated in an applicable Term Sheet.

Licence Type means the type of Data Republic Platform licence granted to Participant under this Agreement (as

particularised in a Term Sheet), and which may include a Collaboration Licence and/or an Innovation Licence.

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.

Matching means:

- (a) other Data Contributors and/or Users can use Data Products developed from Tokenised Participant Data that is fully matched against the Tokenised data received by Data Republic from other Data Contributors by using Data Republic Matching Services; and
- (b) insights can be gained in the Data Products about the same Individual who appears in each of the relevant datasets submitted by Data Contributors,

and **Matched** has the corresponding meaning.

Module means any of the Data Republic Software Agreement Modules and/or the Data Republic Matching Services Module, as applicable.

Non-CLF User(s) means a third party that is not the Participant but may or may not be an Other Participant, which may be invited by the Participant to access and use the Participant's Project for data collaboration and exploration pursuant to a Non-CLF Collaboration.

Non-CLF Collaboration means data collaborations which are governed by a legal framework other than the Common Legal Framework, in accordance with this Agreement.

Non-CLF Collaboration Data means the Data Assets and any Non-CLF Collaboration Data Updates submitted by Participant or a Non-CLF User for use solely in the Participant's Project, in accordance with this Agreement and as more particularly described in the applicable Approved Data Licence.

Non-CLF Collaboration Data Updates means additional Non-CLF Collaboration Data or changes to the Non-CLF Collaboration Data, following the initial provision to Data Republic of the first tranche of Non-CLF Collaboration Data.

Non-Matching means that other Data Contributors and/or Users cannot use the Data Republic Matching Services to match Data Products developed from Tokenised Participant Data against the Tokenised data

received by Data Republic from other Data Contributors, and **Non-Matched** has the corresponding meaning.

Non-Tokenised means Participant Data or data from other Data Contributors (as the case may be) that is not Tokenised.

Other Participant means an individual or entity participant on the Data Republic Platform (other than the Participant), such individual or entity having entered into a Data Republic Software Agreement with Data Republic.

Other Participant Data means Data Assets submitted into the Data Republic Databases by an Other Participant.

Participant means the entity entering into this Agreement, details of which are provided in the party details of this Agreement.

Participant Algorithms means algorithms developed by Participant (whether on the Data Republic Platform or otherwise) for the purpose of combining, compiling, integrating, modelling or otherwise analysing certain Participant Data, or particular elements of Participant Data, in order to create particular Data Products on the Data Republic Platform.

Participant Data means the Data Assets submitted by Participant into the Data Republic Databases.

Participant Data Updates means additional Participant Data or changes to the Participant Data, following the initial provision to Data Republic of the first tranche of Participant Data.

Participant Marks means the brands, trademarks, logos or names of Participant.

Permitted Purpose has the meaning given in each applicable Module(s) or, if applicable, an Approved Data Licence.

Permitted Sublicensees means the parties set out and identified as such in an applicable Approved Data Licence.

Personal Information means "personal information" as defined in the Privacy Act and any other information relating to Individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.

Personnel means in respect of a person any employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any sub-contractors.

Policy means any and all Data Republic policies located on the Data Republic Website, as amended or updated by Data Republic from time to time.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means:

- (a) the Privacy Act;
- (b) the *Spam Act 2003* (Cth);
- (c) to the extent applicable to any other User, Part 13 of the *Telecommunications Act 1997* (Cth);
- (d) to the extent applicable to each party, any legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and
- (e) to the extent applicable to each party, any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c),

as amended from time to time.

Regulatory Event means:

- (a) an amendment, repeal or change in Law, the enactment of a new Law, or a change in the interpretation or application of a Law (including Privacy Laws); or
- (b) a direction or order of a Government Agency which is binding on Data Republic or Participant or any direction or notice to Data Republic or Participant from a Government Agency, including the Australian Privacy Commissioner, that any provision or use of Participant Data or Other Participant Data in the Government Agency's opinion is or is reasonably likely to be contrary to Law.

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

Renewal Term has the meaning given in the applicable Term Sheet.

Reporting Obligations has the meaning given in the applicable Term Sheet.

Request Date has the meaning given in the applicable Data Licence.

Schedule means any schedule attached to these terms and conditions.

Secure Data Deletion means, to the extent that Data Republic is able within its system environment, take steps as directed by Participant to ensure accurate deletion of any Participant Data from the Data Republic Databases and, to the extent Data Republic is not able to comply with Participant's directions, otherwise securely and accurately delete any Participant Data such that it cannot be recovered from the Data Republic Databases.

Service Provider means third parties or any goods or services provided by third parties, including suppliers, transportation or logistics providers or other subcontractors which the performance of the Data Republic Platform may be contingent on, or impacted by.

Support Services means the services specified in the Schedule so titled to the Data Republic Software Agreement. **Term** means:

- (a) in relation to the Data Republic Software Agreement, the period described in the Data Republic Software Agreement Term Sheet; and
- (b) in relation to any Module, the period described in such Module Term Sheet if applicable.

Term of Data Use means the term for the use of a Data Product agreed in an Approved Data Licence.

Term Sheet means a term sheet in the form of the template provided in Schedule 2 to this Agreement.

Territory means Australia.

Token ID means unique character strings generated and provided to Participant (where Participant is a Data Contributor) and each other Data Contributor in respect of Individuals whose Personal Information is submitted to a Contributor Node, and whose de-identified data is then submitted to Data Republic as part of the Participant Data and Other Participant Data.

A different Token ID is provided to each of Participant and each Other Data Contributor in respect of the same Individual.

Tokenised means that Participant Data, Other Participant Data or a Data Product (as the case may be) contain Token IDs, and **Tokenise** has a corresponding meaning.

Update Frequency means the frequency with which Participant Data will be updated by a Data Contributor.

User means an individual or entity using or participating on the Data Republic Platform, and may include:

- (a) Data Contributors and other Data Contributors;
- (b) Data Recipients; and
- (c) Data Developers.

2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, Schedule or Annexure is a reference to a clause of, or Schedule or Annexure to, this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

- (h) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (k) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (l) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (m) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (n) A reference to dollars and \$ is to the currency of the Territory.
- (o) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (p) A month means a calendar month.
- (q) A reference to year is a reference to each successive period of 12 months, commencing on the Effective Date.