

## CUSTOMER AGREEMENT

This Customer Agreement is between Personalisation Hub Pty Ltd ABN 68 649 170 543 (Personalisation Hub) and the purchaser of the Software subscription specified in the Order (Customer).

### 1 Software

1.1 Licence. Personalisation Hub will make the Software available to Customer and grant Customer a personal, non-exclusive, non-transferable licence to:

- (a) install the Software in the Environment; and
  - (b) use the Software as installed to display Customer Material through Display Devices and localise and personalise Viewer experiences through such Display Devices,
- in each case, during the paid Licence Term subject to compliance with the terms of the Agreement.

1.2 Licence Restrictions. Customer must ensure that:

- (a) neither Customer nor any End User installs, hosts, accesses, uses, or otherwise exploits the Software, except as permitted under clause 1.1;
- (b) neither Customer nor any End User reverse engineers, decompiles or disassembles the Software, views or gains access to the source code to the Software, or uses the Software to provide any product or service that is an alternative, substitute or competitor to the Software;
- (c) neither Customer nor any End User copies, develops any modification, enhancement, derivative work or other development of the Software or incorporates any Customer, End User or Third Party Materials into the Software (except as permitted under clause 1.1);
- (d) neither Customer nor any End User uploads, distributes or displays through, the Software any material that is unlawful, harmful, malicious, threatening, defamatory, obscene, infringing, offensive, sexually explicit, violent or discriminatory;
- (e) neither Customer nor any End User removes any product identification, proprietary, trade mark, copyright or other notices applied to or contained in the Software (unless approved by Personalisation Hub in writing);
- (f) it downloads, installs and uses the current version of the Software made available by Personalisation Hub at all times and takes all reasonable measures to protect the security, confidentiality and integrity of the Software;
- (g) no person other than Customer, and its authorised End Users, accesses or uses the Software; and
- (h) it promptly notifies Personalisation Hub in writing if Customer wishes to permit a person other than Customer, or its authorised End Users, to access and use the Software.

1.3 Support Services. Personalisation Hub must provide Support Services for the current and immediately prior version of the Software for the duration of the Subscription Term. Customer must provide all information and assistance reasonably required by Personalisation Hub to perform the Support Services.

1.4 Professional Services. Customer may need to purchase Professional Services to access the full functionality of the Software. If Customer wishes to purchase Professional Services, the parties must agree a SOW. Once executed by both parties, a SOW forms part of the Agreement.

1.5 Evaluation use. If Personalisation Hub permits Customer to evaluate the Software prior to purchasing a subscription:

- (a) the licence in clause 1.1 is limited to installation and use of a limited functionality version of the Software in the Environment for the period specified by Personalisation Hub (Evaluation Period) solely for Customer's

internal evaluation of the Software (without any right to use the Software for commercial, external or any other purpose);

(b) Customer is responsible for all costs associated with use of the Software during the Evaluation Period, including all costs of the Environment

(including compute and storage costs) and Display Devices;

(c) Personalisation Hub provides the Software "as is" and excludes all warranties, indemnities, obligations (including Support Services) and liabilities under the Agreement for the duration of the Evaluation Period; and

(d) unless Customer notifies Personalisation Hub in writing prior to expiry of the Evaluation Period that Customer does not wish to continue with a paid subscription, Customer's use will automatically convert to a paid subscription to the Software, from which time all terms of the Agreement apply for the remainder of the paid Subscription Term.

## 2 Customer responsibilities

2.1 Usage responsibilities. Customer uses the Software at its own risk and is solely responsible for:

(a) obtaining and maintaining the Environment (including all compute and storage costs), Display Devices, Customer Materials, Third Party Materials and all hardware, software, services and network connectivity necessary to use the Software;

(b) ensuring that the Software is installed, hosted, accessed and used strictly in accordance with the Agreement. Customer is responsible for each act and omission of an End User in connection with the Agreement as though it were an act or omission of Customer;

(c) ensuring that Customer's and each End User's use of the Software, and all Customer Materials and data uploaded, distributed or displayed through the Software, complies with all applicable laws, regulations and contractual obligations;

(d) all dealings and interactions with Viewers, including all dealings and interactions through the Software and Display Devices;

(e) obtaining all consents, licences and approvals, and making all notifications, necessary to lawfully Process all Customer Materials and data (including that protected by Intellectual Property Rights, confidentiality, or privacy) uploaded, distributed or displayed through the Software and all output of the Software;

(f) moderating

(g) implementing all steps and controls necessary to secure the Environment, Software and data uploaded or distributed through the Software to the standards required under applicable laws, regulations and contractual obligations; and

(h) all use of, and reliance upon, the Software by Customer and each End User.

2.2 Third Party Material. The Software may include, integrate with, interoperate with, or link through to, Third Party Material. Customer acknowledges and agrees that:

(a) Personalisation Hub has no control over, and is not responsible for, any Third Party Material;

(b) Third Party Material is provided directly to Customer by the relevant Third Party Material provider, does not form part of the Software and is not governed by the Agreement;

(c) Customer is solely responsible for entering into, and complying with, its own agreement with each Third Party Material provider necessary for Customer's proposed use of the Software;

(d) Customer is solely responsible for integrating the Third Party Materials it uses with the Software in accordance with the API specifications provided by Personalisation Hub and for conducting end-to-end systems integration and user acceptance testing to ensure the Software and integrated Third Party Materials perform in accordance with Customer's requirements (unless agreed otherwise pursuant to a Professional Services SOW);

(e) Customer uses all Third Party Material at its own risk and that (as between Customer and Personalisation Hub) Customer is solely responsible for all costs, Claims and Losses relating to Third Party Material; and

(f) Third Party Material is subject to change, suspension, termination or discontinuation by at any time and without notice by the Third Party Material provider (and that this may cause the Software to cease to be compatible).

### 3 Fees, invoicing and payment

3.1 Fees. The Fees are payable in consideration of Personalisation Hub's supply of the Software, Support Services and any Professional Services. Personalisation Hub may increase the Fees at any time, unless agreed otherwise with Customer.

3.2 Invoicing and payment. Personalisation Hub must issue invoices for the Fees to Customer at the times specified in the Order or applicable SOW. Customer must pay all Fees invoiced by Personalisation Hub, without any set-off or deduction and in immediately available funds, by the method and within the period specified in the Order or SOW. All Fees invoiced by Personalisation Hub are non-cancellable and non-refundable.

3.3 Late Payment. If Customer fails to pay any Fees (that are not disputed in good faith) by the due date for payment, Personalisation Hub may:

(a) suspend the licence of the Software, provided that Personalisation Hub has given Customer notice of the failure and Customer has not rectified the failure within 14 days of the date of such notice; and

(b) charge interest at a rate of 2 percent per annum above the current published overdraft rate of the Commonwealth Bank of Australia, in each case, from the due date for payment until the date that payment is made by Customer.

3.4 Verification. Personalisation Hub may on 14 days' notice conduct an audit of Customer's use of the Software and compliance with the Agreement from time to time during the Subscription Term. Customer must provide all access to the Environment, End Users, records, premises and personnel reasonably requested by Personalisation Hub in connection with any such audit. Personalisation Hub must bear the costs of any such audit unless the audit reveals that Customer has used, or permitted the use of, the Software in breach of the Agreement (including use in excess of any limitations set out in the Order), in which case, Customer must immediately:

(a) pay to Personalisation Hub all additional Fees payable in respect of any excess use (at Personalisation Hub's then current list prices) in addition to Personalisation Hub's reasonable audit costs; and

(b) take all other steps required to remedy the breach of the Agreement and prevent its recurrence at its own cost.

3.5 Taxes. The Fees are exclusive of all taxes, levies, withholdings, duties and other amounts imposed by taxing authorities. Where a supply is a taxable supply, all amounts payable must be increased by the amount of GST, VAT, sales tax, or other consumption tax payable in relation to the supply. All such taxes must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).

### 4 Personalisation Hub IP

4.1 Ownership. All Intellectual Property Rights in and to the Software and output of the Professional Services, including those in any copy, modification, enhancement, configuration, derivative work or other development of the Software developed by or on behalf of Customer and End Users, vests or remain vested in Personalisation Hub or its licensors. If any such Intellectual Property Right vests in Customer or End Users, Customer hereby assigns, and must procure that each End User assigns, that Intellectual Property Right to Personalisation Hub with immediate effect. Customer must take all further steps (including execution of documents) necessary to give effect to this clause.

4.2 No other rights. Neither Customer nor any End User receives any right, title or interest in or to the Software other than the licence expressly granted to Customer under clause 1.1.

4.3 Notice of infringement. Customer must immediately notify Personalisation Hub in writing upon becoming aware of any:

(a) infringement or unauthorised use of the Software by any person, including any End User; or

(b) Claim by any person that use of the Software by Customer or any End User infringes that person's Intellectual Property Rights.

4.4 Remedial action. If the Software is the subject of an IP Claim, Personalisation Hub may (at its cost and option) either:

(a) procure the right for Customer to continue using the Software;

(b) modify the Software such that it no longer infringes the relevant Intellectual Property Rights; or

(c) terminate the Agreement and provide Customer with a pro-rata refund of any Fees paid in advance for use of the Software.

This clause 4.4 and clause 7.4 sets out Customer's sole and exclusive remedy in respect of any IP Claim.

## 5 Customer Material

5.1 Ownership. All right, title and interest in Customer Material remains vested in Customer or its licensors.

5.2 Licence. Customer:

(a) grants Personalisation Hub and its Personnel the right to Process Customer Material; and

(b) warrants that it has obtained all consents, licences and approvals and given all notifications necessary to enable Personalisation Hub and its Personnel to Process Customer Material, in each case, to the extent necessary to perform the Professional Services, Support Services and as contemplated by the Agreement.

5.3 Data security. Customer acknowledges and agrees that it is solely responsible for implementing all technical and organisational security controls necessary to protect the Customer Material and Software against loss, unauthorised access, modification and disclosure (Security Breach), including:

(a) ensuring that the Environment which hosts the Software, and the networks and Display Devices which distribute Customer Material, are secure;

(b) investigating, assessing and determining whether or not a Security Breach is notifiable under Privacy Laws; and

(c) making any notification or communication required by Privacy Law in relating to a Security Breach, provided that Customer must not mention Personalisation Hub, its Affiliates or Software in any such notification or communication without Personalisation Hub's consent to the form and content of the reference.

5.4 Data back-up. Customer acknowledges and agrees that it is solely responsible for implementing appropriate back up, business continuity and disaster recovery procedures with respect to the Software and all Customer Material. Without limiting the foregoing, Personalisation Hub recommends that Customer:

(a) back up all Google Business Listing Data and other Customer Material prior to synchronising, uploading or otherwise Processing that Customer Material through the Software; and

(b) take regular back ups of the entire Environment used to host the Software and otherwise include the Software and its processes as part of Customer's business continuity and disaster recovery plans.

5.5 No Personal Data. Customer must not make any Personal Data available to Personalisation Hub for Processing in connection with the Agreement without the parties first entering into a separate Personal Data processing agreement setting out the agreed scope and parameters for such Processing.

## 6 Confidentiality

6.1 Obligation of confidence. Each party (Recipient) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (Discloser) except as permitted by this clause 6.

6.2 Permitted use. The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to perform the Agreement.

6.3 Permitted disclosures. The Recipient may disclose Confidential Information of the Discloser:

(a) to the Affiliates, personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause;

(b) to the extent required by law or the rules of any stock-exchange; and

(c) with the prior written consent of the Discloser.

To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is a supplier or customer of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

6.4 Usage data and analyses. Personalisation Hub may:

(a) collect and Process data relating to Customer's and End User's use of the Software in identifiable form for billing, capacity planning, compliance, security, integrity, availability, providing and improving the Software; and

(b) freely create and Process analyses, materials, data, insights, works and other things derived (wholly or partly) from use of the Software in anonymised and aggregated form provided that neither Customer nor End Users are identifiable.

## 7 Warranties and indemnities

7.1 Warranties. Personalisation Hub warrants that:

(a) the Software will operate substantially in accordance with its published specifications for a period of 60 days following it being made available to Customer; and

(b) it will provide the Support Services and any Professional Services with due care and skill, in each case, provided that Personalisation Hub is not liable for any breach of these warranties to the extent caused by Customer, End Users, Customer Material or any Third Party Material. Personalisation Hub must, as Customer's sole and exclusive remedy, repair or replace the Software or resupply any Support Service or Professional Service which does not comply

with the warranties in this clause within a reasonable period of confirmation of the non-compliance.

7.2 No other terms. To the extent permitted by law, Personalisation Hub excludes all conditions, warranties and guarantees other than those set out expressly in the Agreement. Without limitation, Personalisation Hub does not warrant that the Software, Support Services or any Professional Service will be:

- (a) continuous, free from errors, omissions, defects, security risks or vulnerabilities; or
- (b) fit for any purpose or meet the requirements of Customer or any End User;
- (c) capable of enabling Customer comply with law or contractual obligations;
- (d) capable of moderating, auditing or alerting changes to Customer Material.

7.3 Non-excludable terms. If any condition, warranty or guarantee cannot be excluded at law, then to the extent permitted by law, Personalisation Hub's liability for breach of such condition, warranty or guarantee is limited (at Personalisation Hub's option) in the case of:

- (a) Software, to the repair or replacement of the Software, the supply of equivalent Software, or payment of the cost of the same; and
- (b) Support Services or Professional Services, to the resupply of the Support Services or Professional Services, or payment of the cost of the same.

7.4 Personalisation Hub indemnity. Personalisation Hub must indemnify Customer against all Losses suffered or incurred by Customer arising directly in connection with any IP Claim, except to the extent that the IP Claim is caused or contributed to by Customer, End Users, Customer Material or any Third Party Material.

7.5 Customer indemnity. Customer indemnifies Personalisation Hub and its Affiliates against and must pay on demand all Losses suffered or incurred by any of them arising directly in connection with:

- (a) any Claim relating to the installation, use of or reliance on the Software by Customer or End Users, including any Claim made by Viewers;
- (b) the Customer Material, including any Processing of Customer Material using the Software and any failure of Customer Material to comply with any law, regulation or contractual obligation applicable to Customer; and
- (c) any breach of clause 1.1, 1.2, 2.1, 4 or 5,

in each case, except to the extent that the Claim or breach is caused or contributed to by Personalisation Hub.

7.6 Conduct of Claims. The indemnification obligation of a party (indemnifying party) under clause 7.4 or 7.5 in respect of any third party Claim is subject to the other party:

- (a) promptly notifying the indemnifying party of the third party Claim;
- (b) permitting the indemnifying party to control the defence of the third party Claim; and

(c) providing (at the indemnifying party's cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.

7.7 Sole and exclusive remedy. Without prejudice to the termination rights of each party:

- (a) clause 7.4 sets out Customer's sole and exclusive remedy in respect of the matters indemnified by Personalisation Hub; and
- (b) clause 7.5 sets out Personalisation Hub's sole and exclusive remedy in respect of the matters indemnified by Customer.

## 8 Liability

8.1 Exclusion of Indirect Loss. To the extent permitted by law, each party excludes any and all liability arising out of or in connection with the

Agreement, whether in contract, tort (including negligence) or any other basis in law or equity for any Indirect Loss.

8.2 Limitation of liability. The liability of a party arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity for all Claims and Losses in any Subscription Year is limited to an amount equal to the Fees paid or payable by Customer under the Agreement in that Subscription Year, subject to clause 8.3.

8.3 Unlimited liability. The limitation of liability in clause 8.2 does not apply to the liability of:

- (a) Customer under the indemnities in clause 7.5;
- (b) Customer to pay Fees due and payable; or
- (c) either party for any matter in respect of which liability may not be limited at law.

8.4 Injunctive relief. Customer acknowledges that damages are not a sufficient remedy for any breach of clause 1.1, 1.2, 2.1, 4 or 5 of the Agreement and that Personalisation Hub is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or anticipated breach of those clauses (in addition to any other remedies).

## 9 Term, suspension and termination

9.1 Subscription Term. The Agreement will remain in force for the Subscription Term, unless terminated earlier in accordance with this clause 9.

9.2 Suspension. Personalisation Hub may suspend the licence granted pursuant to clause 1.1 during any period in which Customer is in breach of the Agreement (subject to clause 3.3(a) in the case of late payment).

9.3 Termination for cause. A party may terminate the Agreement with immediate effect on written notice if the other party:

- (a) commits a material breach of the Agreement and fails to remedy that breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied. Any breach by Customer of clauses 1.1, 1.2, 2.1, 3.2, 4 or 5 is a material breach for the purposes of this clause;
- (b) becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due.

9.4 Consequences of termination or expiry. On termination or expiry of the Agreement:

- (a) all rights to the Software granted under the Agreement cease immediately and Customer must immediately cease using and delete all copies of the Software in its possession or control; and
- (b) Customer must immediately pay Personalisation Hub all Fees due and payable as at the date of termination or expiry and, if Personalisation Hub terminates pursuant to clause 9.3, all Fees payable for the remainder of the Subscription Term.

## 10 Miscellaneous

10.1 Marketplace terms. Where Customer downloads the Software from the AWS Marketplace, Microsoft Azure Marketplace, Google Cloud Marketplace or similar digital marketplaces (Marketplace) Customer acknowledges and agrees that:

- (a) the Agreement is solely between Customer and Personalisation Hub (and not the Marketplace) and neither the Marketplace nor its Affiliates has any liability under or in connection with the Software or the Agreement. However,

if any term of the Agreement is inconsistent with any Marketplace terms applicable to the Software, the Marketplace terms apply to the extent of the inconsistency;

(b) Personalisation Hub is solely responsible for the Software, the Support Services, Software warranties given in the Agreement, Software claims and third party claims that the Software, or use or possession of it, infringes a third party's Intellectual Property Rights. If Customer has any complaints about the Software, or become aware of any third party claim, please notify Personalisation Hub (and not the Marketplace);

(c) any information collected by Personalisation Hub in connection with the Agreement will be processed in accordance with the Agreement or the Personalisation Hub privacy policy and not the privacy policy or data processing agreement of any Marketplace;

(d) Customer must comply with all applicable third party terms and conditions when using the Software;

(e) Customer is not on a US government restricted parties' list and Customer does not live in a country subject to a US government embargo or which is designated as a "terrorist supporting country"; and

(f) the Marketplace and its subsidiaries are third party beneficiaries of this clause 10.1, and will have the right to enforce this clause 10.1 against you as a third party beneficiary of them.

10.2 Entire agreement. This Customer Agreement, the Order and any SOW are the entire agreement between the parties in respect of their subject matter. In the event of any inconsistency between the terms of this Customer Agreement, the Order and any SOW, the terms of the document listed first will prevail to the extent of the inconsistency.

10.3 Amendment. Personalisation Hub may amend this Customer Agreement at any time by posting the amended version of this Customer Agreement at [<https://personalisationhub.com/legal>]. Customer's continuing use of the Software following any such amendment constitutes its acceptance of this Customer Agreement as amended. Customer Agreement will only apply to Orders entered into following the date of the amendment to this Customer Agreement.

10.4 Force Majeure Events. Personalisation Hub is not liable for any delay nor failure to perform its obligations under the Agreement to the extent such delay or failure is due to a Force Majeure Event.

10.5 Severance. If a provision of the Agreement is unenforceable, the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of the Agreement.

10.6 Transfer. Customer must not assign, subcontract, novate or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of Personalisation Hub. Customer consents to Personalisation Hub:

(a) assigning its rights under the Agreement to its Affiliates;

(b) assigning or novating the Agreement in connection with any solvent amalgamation, reconstruction, restructure, sale of shares, assets, raise, or financing of Personalisation Hub and/or its Affiliates; and

(c) subcontracting its obligations under the Agreement to third parties, including its Affiliates.

10.7 Waiver. A party waives a right under the Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

10.8 Third party rights. No person other than Personalisation Hub and Customer has the right to enforce any term of the Agreement (whether at law or otherwise) or approve any amendment to the Agreement.



10.9 Relationship of the parties. The parties are and will remain independent contractors. Nothing contained in the Agreement will be construed to create an agency, joint venture, partnership or other relationship between the parties.

10.10 Governing Law. The Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.

## 11 Definitions

In this Customer Agreement, these terms have the following meanings:

Affiliate means of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means the agreement consisting of this Customer Agreement, the Order and any SOW.

Approved Purpose means a specific approved use of the Software specified in the Order.

Claim means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:

(a) including the terms of the Agreement and, in the case of Personalisation Hub, all source code to and pricing for the Software; but

(b) excluding any such information that is in the public domain (other than as a result of a breach of confidence).

Control in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

(c) direct or indirect ownership of more than 50% of the voting rights of such person; or

(d) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer Material means any audio visual content, data, product, software, functionality, service or other materials which are owned or controlled by Customer and distributed or otherwise Processed through the Software.

Display Devices means physical and online digital displays and billboards which:

(a) meet the minimum specifications and other requirements specified by Personalisation Hub based on Customer's proposed use case; and

(b) are approved by Personalisation Hub for use with the Software.

End User means any person who accesses or uses the Software through Customer's subscription.

Environment means the computing environment owned or controlled by Customer which:

(a) meets the minimum compute, performance, latency and other requirements specified by Personalisation Hub for hosting of the Software based on Customer's proposed use case; and

(b) is approved by Personalisation Hub to host a single instance of the Software.

Evaluation Period is defined in clause 1.5(a).

Fees means the fees, costs and expenses for the supply of the Software and Support Services specified in the Order and any Professional Services specified in the applicable SOW.

Force Majeure Event means any incident, event, act or omission beyond the reasonable control of that party, including any acts of God, strikes, civil strife, riots, wars, fire, explosion, storm, flood, earthquake, failure of communications networks, subsidence, pandemics or epidemics.

Indirect Loss means:

(a) loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and

(b) any Loss that does not arise naturally or according to the usual course of things from a breach, act or omissions relating to the Agreement.

Intellectual Property Rights means intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trade marks, trade names and service marks, in each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Agreement.

IP Claim means any Claim that use of the Software by Customer in accordance with this Agreement infringes any copyright or patent owned by any person in Australia.

Loss means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

Order means an order form setting out the details of Customer's purchased subscription to the Software as specified in any:

(a) Personalisation Hub Order Form in respect of the Software executed by the parties; or

(b) online order form completed by Customer and logged in Personalisation Hub's customer relationship management system, including details of the applicable Approved Purpose, Environment, Fees and Subscription Term.

Personal Data means information about an identified individual or an individual who is reasonably identifiable, including "personal information" and "personal data" as defined in applicable Privacy Law. Privacy Law means any applicable law governing the Processing of Personal Data, including the Privacy Act 1988 (Cth).

Process means to collect, store, access, use, copy, adapt, modify, reformat, transform, disclose or perform any other set of operations on.

Professional Services means any support, implementation, training, data migration or other service not forming part of the Support Services.

Software means the object code form of the "Personalisation Hub" personalised experience Software for connection of physical and digital touch-points:

(a) including any Updates; but

(b) excluding all Customer Material and Third Party Material.

SOW means a statement of work setting out the details of the Professional Services to be provided by Personalisation Hub, including the agreed scope and fees for the Professional Services.

Subscription Term means:

(a) the initial term of Customer's subscription to the Software specified in the Order, including any Evaluation Period; and

(b) successive 12 month renewal terms thereafter, unless Customer provides notice of non-renewal at least 60 days prior to the expiry of initial term or renewal term (as applicable).

Subscription Year means a period of 12 months from the commencement of Subscription Term or an anniversary of that date.

Support Services means:

(a) support for the current and immediately prior version of the Software offered by Personalisation Hub; and

(b) provision of Updates from time to time, in each case, in accordance with the Support Services Plan purchased by Customer.

Support Services Plan means the maintenance and support services offered by Personalisation Hub:

(a) under the standard subscription to the Software; and

(b) if Customer has purchased the Premium Support Services plan (at additional cost) the additional maintenance and support services offered by Personalisation Hub from time to time.

Third Party Material means content, data, products, software, functionality or services owned or controlled by third parties, including Adobe Experience Manager, Google Business Profile, Dialogflow, MIST AI, AWS Cloud Computing, ChromeOS and other services which integrate with the Software.

Updates means any new version, release, update, patch, fix, configuration or other modification of the Software made available by Personalisation Hub to its customers generally during the Subscription Term.

Viewer means any actual or prospective viewer of the Display Devices and/or Customer Material to be uploaded, distributed or displayed by such Display Devices using the Software.

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