

## Schedule E – Australian Address Validation

### 1. General

- (a) The terms of this Schedule E are the terms that apply to e-mail validation Software and Services provided by DataTools to the Customer pursuant to an order. The parties acknowledge that some or all of the data processed as part of the e-mail validation Software and Services is processed by DataTools' third party suppliers and is subject to Customer's compliance with the terms of the Agreement including this Schedule.
- (b) The terms of the relevant order prepared by DataTools, this Schedule E (and any other schedules that apply to the same order), the applicable DataTools SaaS Agreement or Software Agreement (the "main terms of the Agreement" formerly referred to as the "EULA") for: (i) Software as a Service ("SaaS") Services or (ii) Software (as set out at <https://datatools.com.au/terms-conditions/>), and the invoice together form the "Agreement" between the Customer and DataTools, and the Customer warrants and agrees that it shall comply with the Agreement and any reasonable directions from DataTools as required to comply with its third party suppliers' requirements from time to time. To the extent there is any conflict, the documents that appear earlier in the list herein shall prevail.
- (c) For the avoidance of doubt, any data provided or processed as part of the Software or Services will not be provided to the Customer as a dataset or in any other format independent of the Software or Services; any specific request to do so would be subject to a customised order and additional terms are applicable.

### 2. Definitions

**"Claim"** means any claim, action, proceeding or investigation of any nature or kind and includes the allegation of a claim.

**"Services"** has the same meaning as set out in the SaaS Agreement.

**"Software"** has the same meaning as set out in the Software Agreement.

### 3. Data Principles

- (a) In addition to any limitations or requirements set out in an order or otherwise in writing by DataTools, the Customer must adhere to the following principles (the "Data Principles") when accessing or using the data through the Software or Services:
  - (i) the Software and Services must not be used in any way that is likely to (as determined by DataTools, acting reasonably):
    - A) cause harm, including financial, physical or psychological harm, to an individual; or
    - B) be objectionable to the Australian community.
  - (ii) the Software and Services must not be used:
    - A) for any fraudulent purpose, including identity theft;
    - B) to discriminate against, harass, vilify, offend or stalk a person, or assist any other party to engage in such conduct; or
    - C) for the purpose of avoiding compliance with any Laws, including Laws regarding modern slavery.

### 4. Provision of Software or Services to Customers – Customer's Responsibilities

- (a) The Customer must not resupply the Software or Services to a third party, however may allow Customer third party service providers performing work on behalf of the Customer to use the Software or Services for the Customer's internal business purposes provided that the Customer will be responsible and liable for the acts or omissions of any third party service providers to which they make the Software or Services available as if they were the Customer's own acts or omissions.
- (b) The Customer acknowledges and agrees that:
  - (i) its use and reliance on the Software or Services is at its own risk; and
  - (ii) to the extent permitted by Law in Australia and other than as expressly stated in this Agreement, DataTools excludes all warranties, express or implied, including warranties of merchantability, fitness for a particular use, accuracy, completeness and quality of the Software or Services and the data included therein.
  - (iii) it must not make any false, misleading or deceptive representations (including to any other customer) in relation to the Software or Services, including as to the quality or other characteristics of the Software or Services;
  - (iv) it must act in good faith at all times towards DataTools and give DataTools such assistance and co-operation as reasonably requested in order to provide the Software or Services; and
  - (v) it must not do anything which may adversely affect the reputation of DataTools or its third party suppliers.
  - (vi) it must ensure that any DataTools copyright and trademark notices (or that of its third party suppliers) that are included within the Software or Services must not be removed, and
  - (vii) it is not permitted to use DataTools or DataTools' third party suppliers' branding (including branding of any DataTools or DataTools' third party suppliers' products) without express prior permission in writing from DataTools.
  - (viii) Neither DataTools nor its third party suppliers will be responsible for any delay or failure by the Customer to comply with its obligations under this Agreement to the extent such delay or failure is caused or contributed to by any delay or failure

by the Customer (including any of its officers, employees, contractors, agents or Customers) to comply with its obligations under this Agreement.

- (c) This Agreement does not create a contractual relationship between DataTools' third party suppliers and any Customer granted a right to use the Software or Services by DataTools, and the Parties agree that DataTools' third party suppliers have no obligations or liability to any Customers.
- (d) The Customer indemnifies, and will keep indemnified and hold harmless, DataTools and its third party suppliers including its directors, officers, employees and agents, and its data services providers, and any affiliates or resellers distributing the Software or Services to the Customer ("those indemnified") from and against any Loss (including Loss arising in connection with Claim by a third party) that those indemnified may suffer or incur in connection with:
  - (i) a Claim in relation to the data provided as part of the Software or Services under the Agreement;
  - (ii) the Customer's breach of this Schedule, or
  - (iii) the Customer's use, access or resupply of the Software or Services, or
  - (iv) the Customer's violation of any applicable law (including privacy laws) or third party right (including any intellectual property or privacy rights) or any prohibition under the Agreement; or
  - (v) any information that the Customer provides that is not accurate, up to date or complete or is otherwise misleading; or
  - (vi) misuse of the information services or the information supplied to the Customer.
- (e) DataTools reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Customer, in which event Customer agrees it shall cooperate with DataTools.

## 5. Additional Terms – General

### 5.1 Data storage

- (a) DataTools warrants that it shall not store any customer data submitted, uploaded or otherwise made available by the Customer, except for Customer contact details for the purposes of providing the Software or Services to Customer; and in relation to validation data:
  - (i) For SaaS transaction-based products, once validation data is processed it is not stored.
  - (ii) For SaaS products where it is necessary for the Customer to upload data in a file format due to the nature of the Services, data shall be stored temporarily and DataTools shall take reasonable steps to protect such data (through measures such as encryption), and such data shall be deleted after the Services expiry date.

### 5.2 Liability

- (a) Any limitation of liability provisions set out in the Agreement or applicable Third Party Contracts are subject to this clause 5.2 which shall prevail in the event of any inconsistency.
- (b) Liability for either party shall be uncapped in respect of a Party's liability for any indemnity provided by that Party under this Schedule.

### 5.3 Fees

- (a) The Customer acknowledges that any fees payable for the data component of the Software or Services shall be set out in the relevant order (or royalty order form), shall be subject to the payment terms in the Agreement (including the clauses relating to GST), and are payable to DataTools; and
- (b) If no increase is specified in the main terms of the Agreement, the Customer agrees that DataTools may increase the fees payable each year to the greater of 3% or the annual percentage increase in the Consumer Price Index (all groups, weighted average of eight capital cities) most recently published by the Australian Bureau of Statistics.

### 5.4 Suspension and Termination

- (a) The Customer agrees that in addition to the termination provisions of the main terms of the Agreement, DataTools may also direct customer to cease access to the Software or Services, or suspend or terminate the Customer's rights under the Agreement at any time upon notice when, and for the duration of the period during which:
  - (i) DataTools' third party suppliers suspend or terminate DataTools' access to or cease processing of the data; or
  - (ii) the Customer contravenes (or is believed, based on reasonable grounds, to be in possible contravention of) any Laws; or
  - (iii) the Customer commits a breach of this Agreement or is unable to perform its obligations pursuant to this Agreement.
- (b) DataTools shall provide the Customer with at least 7 Business Days prior written notice to remedy the breach before exercising its rights under this clause, except where the breach is a material breach incapable of remedy or where the contravention or breach by the Customer relates to misuse of the data provided as part of the Software or Services in which case DataTools may immediately suspend or terminate the Customer's rights and the Agreement without providing the Customer with an opportunity to remedy the contravention or breach.
- (c) Refunds shall only be applicable as set out in the main terms of the Agreement.

## 6. Additional Terms - E-mail Validation

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| <b>6.1 Permitted and prohibited uses</b>             | <p>6.1.1 Permitted and prohibited uses are set out in this Schedule E and the main terms of the Agreement and any further permitted and prohibited uses as set out in the customer's order.</p> <p>6.1.2 Customer shall not:</p> <ul style="list-style-type: none"> <li>(a) Impact the quality of other users' experience when using the Software or Services;</li> <li>(b) Introduce malicious programs, viruses, malware, or other software or mechanisms into the Software or Services, including robots, spiders, scrapers, or any software designed to interfere with its proper operation or that accesses (or attempts to access) a computer, network, or data without authorisation;</li> <li>(c) Attempt to circumvent authentication or security of any host, network, or account or use or permit others to use any security or testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the Software or Services;</li> <li>(d) Submit any Customer Data to the Software or Services that infringes or misappropriates the intellectual property rights of any third party or violates the privacy or other proprietary right of any third party.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>6.2 Processing of data</b>                        | <ul style="list-style-type: none"> <li>(a) DataTools and its third party suppliers will Process personal information only: (i) in a manner consistent with documented instructions from Customer and (ii) as required by the relevant data protection law.</li> <li>(b) The Customer acknowledges and agree that in no event shall the transfer of personal information from Customer pursuant to the Agreement constitute a sale of personal information or transfer of personal information for valuable consideration to DataTools, and that nothing in the Agreement shall be construed as providing for the sale or transfer of personal information for valuable consideration to DataTools.</li> <li>(c) DataTools and its third party suppliers will ensure that persons authorised to process any personal information are subject to appropriate confidentiality obligations.</li> <li>(d) DataTools and its third party suppliers will implement measures designed to protect personal information as required under the applicable data protection law.</li> <li>(e) Customer is responsible for ensuring its compliance with all necessary transparency and lawfulness requirements under the applicable data protection law for the processing of the personal information, including obtaining any necessary consents and authorizations prior to the earlier of (i) processing personal information via the Software or Services or (ii) transfer of any personal information to DataTools or its third party suppliers.</li> <li>(f) DataTools will notify Customer if (in DataTools' opinion) an instruction given by Customer to DataTools (or submitted through its use of the Software or Services) violates applicable data protection law; and (ii) DataTools will notify Customer if DataTools can no longer comply with its obligations under the Agreement as a result, upon said notification and to the extent unauthorized use of personal information has occurred, Customer may take reasonable and appropriate steps to stop and remediate said unauthorized use of Customer's personal information.</li> <li>(g) DataTools or its third party suppliers may Process the personal information in the United States and other jurisdictions where its third party suppliers are located.</li> <li>(h) DataTools may process the data, or use one or multiple third party suppliers, or a combination of both to provide the Software or Services. Where third party suppliers are used and personal data is processed, the third party supplier data processing provisions that apply include: <ul style="list-style-type: none"> <li>• <a href="https://www.gbgrp.com/legal-and-regulatory/data-processing-agreement/">https://www.gbgrp.com/legal-and-regulatory/data-processing-agreement/</a></li> </ul> </li> </ul> |
| <b>6.3 Customer acknowledgements and obligations</b> | <ul style="list-style-type: none"> <li>(a) Customer acknowledges that the Software and Services are provided subject to any limitations imposed by its third party suppliers.</li> <li>(b) Customer is responsible for its users' performance under this Agreement and for all acts and omissions with respect to access or use of the Software or Services which occur via Customer's account.</li> <li>(c) Customer (i) will protect any login credentials used to access any Software or Services from unauthorised access, use, and disclosure, and (ii) will not share any such credentials with any third party, share login credentials across multiple users, enable multiple users to access the Services through a single user account, or falsify user information, impersonate any person or entity, or provide misleading information about itself or a user. Customer shall promptly notify DataTools in writing of any unauthorised access to or use of any of its accounts or credentials. For the avoidance of doubt, DataTools and its third party suppliers cannot and shall not be liable for any loss, damage, or other liability arising from Customer's failure to comply with these requirements.</li> <li>(d) Customer is responsible for the accuracy, quality, integrity, and legality of Customer Data.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

- (e) Customer shall comply with all applicable laws, rules, orders, and regulations, including those applicable to processing of Customer Data via the Software or Services.
- (f) Customer represents and warrants that it has obtained any and all applicable and necessary authorisations to process the Customer Data in the Software or Services. DataTools does not assume any responsibility for or undertake to verify the accuracy or completeness of the Customer Data. Customer is solely responsible for backing up its data. DataTools shall not have a duty to back up data or to restore data that is lost in the course of the provision of the Software or Services.
- (g) DataTools shall in no way be responsible for the performance or acts or omissions of any third party software or services that Customer uses together with the Software or Services.
- (h) DataTools and its third party suppliers shall not be responsible or liable for any failure in the Software or Services to the extent resulting from or attributable to (i) Customer Data (or quality thereof) as uploaded into the Software or Services or otherwise provided to DataTools; (ii) any products, software, equipment, or services used by Customer (other than the Software or Service); or (iii) Customer's negligence, wilful misconduct, breach of this Agreement, or other unauthorised access or use of the Software or Services.
- (i) Customer shall not contest or challenge or take any action inconsistent with or that may damage or impair DataTools or its third party suppliers' ownership or intellectual property rights in and to the Software and Services.
- (j) Customer hereby grants DataTools a non-exclusive, perpetual, worldwide, irrevocable, transferable, sublicensable, and fully paid-up license to use any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer, its affiliates, or its users relating to the Software or Services ("Feedback"). Any intellectual property rights which may be created as a result of DataTools using or acting upon such Feedback shall vest in and remain the property of DataTools or its third party suppliers.
- (k) Customer exclusively owns all right, title and interest in and to all Customer Data. Customer hereby grants to DataTools and its third party suppliers the non-exclusive, royalty-free right to access, use, copy, distribute, perform, display and process Customer Data during the subscription term solely: (a) to provide and improve the Software or Services, including to prevent or address service or technical problems; (b) to perform other activities at Customer's direction or request; or (c) as compelled by law. Each Party will comply with its obligations in this Schedule and under applicable law in connection with its processing of Customer Data.
- (l) Customer grants DataTools and its third party suppliers a perpetual, irrevocable, non-exclusive right to generate de-identified and aggregated data from Customer Data and to use such de-identified and aggregated data to provide and improve its products and services, provided however that DataTools or its third party suppliers do not (i) identify the source of any such data, or (ii) disclose any such data to any third party other than to its subcontractors.
- (m) The Customer shall ensure it has in place the necessary technical and configuration standards required (including hardware, software, telecommunications and network services, and other equipment, infrastructure or connections); such standards shall be communicated by or made available to the Customer upon request, by DataTools.

## 7. Additional Terms - Resupply

### 7.1 Resale

- (a) Customers are not permitted to resell or otherwise distribute the Software or Services or the output of the Software or Services unless they have entered into an agreement with DataTools expressly allowing such resale and are identified as a "Reseller" of DataTools Software or Services and whose end user clients have agreed in writing to DataTools' terms including this Schedule E. Where DataTools expressly permits resale as set out in this clause, the Customer agrees to provide all necessary information reasonably requested by DataTools from time to time that relates to the Software or Services, the calculation of Fees or the rights and obligations of either Party under this Agreement and retain such relevant information for a period of seven years following termination of the resale agreement.