
Part A – Access to the Source Platform

1 These Terms, Order Forms and SAAS Access

- (a) These Customer Terms (**Terms**) apply to each Order Form and may also apply if Platform Access is acquired through a Reseller pursuant to clause 14.
- (b) Each Order Form will set out the specifics of the Platform Access that the Customer agrees to acquire from Source.
- (c) The **Agreement** comprises these Terms and any Order Form.
- (d) Platform Access is provided on a software-as-a-service basis and all Intellectual Property Rights in the Platform are retained by Source.

2 Platform Access

2.1 Modules

An Order Form will indicate which Modules apply.

2.2 Duration

- (a) The relevant Order Form will specify:
 - (i) the Commencement Date for the relevant Platform Access; and
 - (ii) the initial period over which that Platform Access will be provided (**Initial Period**).
- (b) Unless otherwise agreed in the relevant Order Form, following the Initial Period, Platform Access will continue to be provided for one or more renewal periods of a duration equal to that of the Initial Period (each, a **Renewal Period**), unless the relevant Order Form is terminated earlier in accordance with the terms of that Order Form or these Terms.
- (c) The Initial Period plus any Renewal Period is the **Supply Period**.
- (d) At least 60 calendar days' prior to the expiry of the Initial Period or then-current Renewal Period (as applicable), either party may notify the other that it does not wish for the Order Form to be renewed and in that event, the Order Form will expire at the end of the Initial Period or then-current Renewal Period (as applicable).

2.3 General use restrictions

The Customer must:

- (a) use the Platform Access in accordance with all applicable laws;

- (b) not allow any third party to access the Platform;
- (c) not use the Platform Access:
 - (i) in breach of this Agreement;
 - (ii) for any purpose other than its internal business purposes;
 - (iii) to engage in fraudulent or illegal behaviour, or in a way that the Customer knows or ought to reasonably know, infringes any third party's Intellectual Property Rights, and
- (d) ensure that its Personnel comply with subclauses 2.3(a), 2.3(b) and 2.3(c) above.

2.4 Compass Delivery Management and Interface Specification

- (a) Within 30 days of the Commencement Date, Source will provide the Customer with:
 - (i) a draft Gating Document setting out the inputs necessary for the successful provision of Platform Access (**Baseline Delivery Plan**). Examples of the items that will be addressed in a Gating Document include:
 - (A) identification of key data sources and tables;
 - (B) provision of integration access into key data sources;
 - (C) provision of historical and ongoing data sets that pass Source data quality checks for key tables;
 - (D) provision of timely support to ensure quality of data flow; and
 - (E) verification of KPI calculations; and
 - (ii) a draft Interface Document setting out (among other things) Source's requirements for data feeds and the provision of other Customer Material (**Baseline Interface Specification**).
- (b) The parties must meet and use all reasonable endeavours to agree a Final Delivery Plan (**Final Interface Specification**) and final Interface Document (**Final Interface Document**) within 60 days of the Commencement Date.
- (c) If the parties have not agreed to the terms of a Final Delivery Plan within 60 days of the Commencement Date, then the Baseline Delivery Plan will be the Final Delivery Plan, unless otherwise agreed by the parties in writing.
- (d) If the parties have not agreed to the terms of a Final Interface Document within 60 days of the Commencement Date, then the Baseline Interface Document will be the Final Interface Document, unless otherwise agreed by the parties in writing.

2.5 Customer's responsibilities

- (a) The Customer must:
 - (i) give Source all Customer Material, information and assistance reasonably necessary to enable Source to provide the Platform Access;

- (ii) provide access to Customer Material in a consistent and stable format;
 - (iii) comply with the requirements of the Final Interface Specification and Final Interface Document (referred to in clause 2.4);
 - (iv) obtain and maintain all necessary licences, permissions and consents which may be required for the Customer's Platform Access;
 - (v) promptly perform any Customer Responsibilities to enable Source to supply the Platform Access in an efficient and timely manner; and
 - (vi) cooperate with Source and act reasonably in connection with the Customer's Platform Access.
- (b) With limiting any other right of Source, the Customer acknowledges and agrees that if the Customer does not comply with clause 2.5(a):
- (i) Source will be allowed an extension of time to perform its obligations equal to the delay caused by the failure to comply with clause 2.5(a) and, if agreed in writing, will be entitled to charge an additional amount for such extension at its then-current rates;
 - (ii) Source may not be able to provide the Platform Access to the Customer; and
 - (iii) to the extent permitted by law, Source is not responsible or liable for any failure to provide the Platform Access to the extent that failure arises from a failure by the Customer to comply with clause 2.5(a).
- (c) The Customer warrants that it is not subject to EU, US or other trade sanctions or economic restrictions.

2.6 Standards and limitations

- (a) Source will use reasonable endeavours to provide the Platform Access 24/7 during any Supply Period for Platform Access. However, to the extent permitted by law, Source:
- (i) does not warrant that:
 - (A) the Customer's use of the Platform will be uninterrupted or error-free; or
 - (B) the information obtained by the Customer through the Platform will be accurate or meet the Customer's requirements;
 - (ii) is not liable for loss arising in connection with any failure in, fault with or degradation of the Platform or its outputs if that failure, fault or degradation is attributable to or caused by:
 - (A) a failure of the facilities or services of any third party; or
 - (B) incorrect or defective inputs from the Customer,
 - (iii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- (b) Source may change the functionality of the Platform at any time provided that this does not diminish the functionality of the Platform.
- (c) Source will use all reasonable endeavours to meet any performance dates specified in an Order Form, but any such dates are estimates only and failure to meet such dates will not give the Customer the right to terminate the Agreement.
- (d) The Customer acknowledges and agrees that:
 - (i) it is responsible for its decisions, acts or omissions that might result from using the Platform; and
 - (ii) Source does not guarantee any outcome or the accuracy of any insight that might be indicated by way of the Platform.
- (e) Any descriptions on the Source website are published for the sole purpose of giving an approximate idea of the Platform.
- (f) Platform Access is provided by Source on a non-exclusive basis.

2.7 Data ingestion

- (a) The Customer acknowledges and agrees that Source makes available several data ingestion processes. These processes may allow the Customer to upload Customer Material to the Platform in a way that means that (unless access is separately provided by the Customer) Customer Personal Information is encrypted, deidentified, obscured and otherwise not capable of being read by Source's Personnel.
- (b) If the Customer elects not to use the Source PII Compliance and Management Tool data ingestion tool or provide data that is outside of the Source Unified Data Model, the Customer be required to agree to Additional Terms or an Additional Agreement.

2.8 Professional Services

- (a) Where an Order Form includes Professional Services, the parties may agree a statement of work that will form part of that Order Form.
- (b) Source must provide any Professional Services with due care and skill.
- (c) Source will use reasonable endeavours to provide any Professional Services by the applicable Delivery Date.
- (d) Source will not be responsible for any failure to provide the Professional Services to the extent caused by any assumptions stated in the Order Form not being met.

2.9 Additional Terms and Additional Agreements

- (a) If the Customer will be required to accept Additional Terms, those Additional Terms will be indicated in the relevant Order Form.
- (b) If the Customer is required to enter into an Additional Agreement with a third party, that Additional Agreement will be indicated in the relevant Order Form. The Customer agrees to remain bound by, and in compliance with, that Additional Agreement throughout the Supply Period.
- (c) Any Additional Agreement entered into by the Customer with a third party is between the Customer and that third party, and not Source. To the extent

permitted by law, Sourse has no liability under, or in connection with, an Additional Agreement.

3 Fees And Invoices

3.1 Fees

- (a) The Customer must pay all applicable Fees to Sourse.
- (b) Fees may be payable on a fixed price basis or a time and materials basis. If an Order Form states that the Fees are an estimate only, the Customer acknowledges and agrees that the Fees charged for the Platform Access will be based on Sourse's estimate, however the final Fees may be more or less than that estimate.
- (c) For the avoidance of doubt, Fees are payable for Platform Access, regardless of whether the Customer utilises that Platform Access.
- (d) Without limitation, the Customer will be invoiced for the Initial Period and any Renewal Period.
- (e) The Fees set out in in an Order Form may be increased (at Sourse's election) on each anniversary of the Commencement Date to an amount calculated by multiplication of the then current Fees by a fraction, the denominator of which is the CPI current one year previously and the numerator of which is the then-current CPI.

3.2 Invoice and payment

- (a) Sourse must invoice the Customer for the Fees and any other amount payable by the Customer to Sourse in accordance with these Terms and any Order Form.
- (b) The Customer must pay an invoice issued by Sourse, without set-off, by the date specified on the invoice, or otherwise within 30 days after the date of issue of the invoice.
- (c) The Customer shall pay Sourse electronically to Sourse's bank account or by any payment method reasonably stipulated by Sourse. No payment shall be considered paid until it is received in cleared funds by Sourse.
- (d) The relevant Order Form will stipulate the currency in which payment will be made.
- (e) Where permitted by law, Customer must pay any merchant fees, bank fees and currency conversion fees associated with its payment.

3.3 Late payment

If the Customer is late in paying any part of any monies due to Sourse, Sourse may (without prejudice to any other right or remedy available to it whether under these Terms or an Order Form or by any statute, regulation or by-law) do any or all of the following:

- (a) charge Interest on the amount due but unpaid and on amounts that have been disputed where the dispute has been resolved in Sourse's favour from time to time from the due date until payment (after as well as before judgment);
- (b) suspend the Platform Access pursuant to clause 8.4(a)(iii); and

- (c) suspend data ingestion.

Source reserves the right to charge the Customer for additional or accelerated work required by suspension.

3.4 Overage

An Order Form may set out allowances of SIOs that can be used in connection with Platform Access in a Contract Year. If the allowance of SIOs is exceeded in the relevant Contract Year, then any additional SIOs used in connection with the Platform will automatically be purchased by the Customer and charged for by Source in blocks of 5,000 SIOs (**Overage Blocks**) at the Overage Rate. Source may invoice for an Overage Block at any time following the triggering of the purchase of that Overage Block. Any Overage Block expires (without refund) at the end of the Contract Year in which the Overage Block requirement was triggered.

Part B – General Legal Terms

4 Intellectual Property

4.1 Source Materials

- (a) Source or its licensors (as applicable) retains ownership of all Intellectual Property Rights subsisting in all Source Materials.
- (b) Any modification or enhancement to any Source Material is deemed to form part of the Source Materials (as applicable) and all Intellectual Property Rights in such modification or enhancement vest in Source immediately from creation. This includes any improvements, modifications or learnings that may be made by or to the AI/machine-learning algorithms or processes as a result of the Customer's Platform Access.
- (c) Source grants to the Customer for as long as the Platform Access is provided under this Agreement, a non-exclusive, non-assignable, non-sublicensable, global licence to use the Intellectual Property Rights in any Source Materials provided as part of the Platform Access, solely for the purpose of enjoying that Platform Access for the Customer's internal business use.
- (d) Source warrants that use of the Source Material by Customer in accordance with this Agreement will not infringe any third-party rights (including Intellectual Property Rights).
- (e) Source fully indemnifies and holds harmless the Customer against any Loss arising out of a breach of the warranty given in clause 4.1(d) that gives rise to a claim by a third party that the use by the Customer of any of the Intellectual Property Rights in the Source Material in accordance with this Agreement infringes the intellectual property or other rights of that third party.

4.2 Customer Material

- (a) The Customer or its licensors (as applicable) retains ownership of all Intellectual Property Rights subsisting in all Customer Materials.
- (b) Any modification or enhancement to any Customer Material is deemed to form part of the Customer Materials and all Intellectual Property Rights in such modification or enhancement vest in the Customer immediately from creation.

- (c) The Customer grants to Sourse:
 - (i) for as long as the Platform Access is provided under this Agreement, a non-exclusive, global licence to use, reproduce and modify the Customer Material solely for purposes of Sourse providing the Platform Access to the Customer and otherwise performing its obligations under this Agreement. This licence includes the right to sublicense; and
 - (ii) a perpetual, irrevocable, non-exclusive, global licence to use the Customer Material solely for purposes of Sourse carrying out machine-learning/AI training. This licence does not include a right to sublicense.
- (d) The Customer warrants that use of the Customer Material by Sourse in accordance with this Agreement will not infringe any third-party rights (including Intellectual Property Rights).
- (e) The Customer fully indemnifies and holds harmless Sourse against any Loss arising out of a breach of the warranty given in clause 4.2(d) that gives rise to a claim by a third party that the use by Sourse of any of the Intellectual Property Rights in the Customer Material in accordance with this Agreement infringes the intellectual property or other rights of that third party.

4.3 Developed Material

Unless otherwise set out in an Order Form, any Intellectual Property Rights in Developed Material are owned by Sourse, and to the extent Intellectual Property Rights in Developed Material do not automatically vest in Sourse, the Customer assigns all Intellectual Property Rights in or in relation to any Developed Material to Sourse.

5 Confidential Information

5.1 Protection of Confidential Information

Each party must only use or copy the other party's Confidential Information for the purposes of these Terms and the relevant Order Form (or exercising rights under these Terms or the relevant Order Form) and must take all steps reasonably necessary to:

- (a) maintain the confidentiality of the other party's Confidential Information;
- (b) ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, copy or disclose that Confidential Information other than in accordance with these Terms; and
- (c) enforce the confidentiality obligations required by these Terms.

5.2 Restriction on disclosure

- (a) Each party must not disclose the Confidential Information of the other party to any person except:
 - (i) to its Personnel who need to know the Confidential Information, for the purposes of this Agreement;
 - (ii) where the disclosure is required by applicable law, or under compulsion of law by a court or Government Agency or by the rules of any relevant stock exchange or regulator, as long as the disclosing party;

- (A) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - (B) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;
 - (iii) if the other party has given its consent to the disclosure or use; or
 - (iv) as expressly permitted by these Terms.
- (b) Before disclosing Confidential Information to a person, the disclosing party must take reasonable steps to ensure that the person is aware of the confidential nature of the Confidential Information and is bound by confidentiality obligations that are substantially similar to those set out in these Terms.

5.3 Return of Confidential Information

- (a) Subject to clause 5.3(b), each party must return (or, if requested by the other party, destroy or permanently de-identify) all copies of the other party's Confidential Information in its possession or control within 14 calendar days of expiry or termination of this Agreement.
- (b) If a party needs to retain the other party's Confidential Information for the purpose of:
- (i) complying with any applicable law;
 - (ii) litigation;
 - (iii) internal quality assurance and record-keeping; or
 - (iv) performing its obligations or exercising its rights under these Terms and the relevant Order Form,

then it may retain and use it solely for this purpose but must deal with the Confidential Information in accordance with clause 5.3(a) promptly after it is no longer required for this purpose.

5.4 Exclusions

The obligations of confidence in clauses 5.1 and 5.2 do not apply to Confidential Information:

- (i) that, at the direction of the Customer, is provided to a third party by Source;
- (ii) that is in the public domain otherwise than as a result of a breach of these Terms and the relevant Order Form or other obligation of confidence; or
- (iii) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

5.5 Publicity and media

- (a) The parties acknowledge and agree that Source is permitted to name the Customer as a Customer of Source in Source's marketing statements and

publications, and on Sourse's website (**PR Materials**). The Customer can request that Sourse ceases to name the Customer in Sourse's PR Materials but this will not require Sourse to withdraw any PR Materials that have already been published.

- (b) The Customer will not undertake any activities or engage with any person in a manner which disparages or adversely affects the reputation or goodwill of Sourse except pursuant to legal proceedings in relation to a bona fide dispute between the parties.

6 Privacy

6.1 Sourse's obligations

If and to the extent Sourse collects, stores, uses, discloses or otherwise deals with Customer Personal Information, Sourse must only collect, store, use, disclose or otherwise deal with Customer Personal Information:

- (a) in accordance with applicable Privacy Laws noting that this requires the Customer's compliance with its obligations in clause 6.2(b); and
- (b) only as required for the purposes of providing the Platform Access or as otherwise permitted under these Terms.

6.2 Customer's obligations

- (a) The Customer must comply with the Privacy Laws when handling any Personal Information provided or made available to it by or on behalf of Sourse.
- (b) If Customer Personal Information is made available to Sourse, the Customer must make all disclosures and obtain all consents required to ensure that:
 - (i) the Customer is lawfully (including without breaching the Privacy Laws) able to provide, disclose or make available the Customer Personal Information to Sourse; and
 - (ii) Sourse is lawfully (including without breaching the Privacy Laws) able to collect, store, use, disclose or otherwise deal with the Customer Personal Information for the purposes of providing the Platform Access and otherwise performing its obligations under this Agreement, and as described in its privacy policy.
- (c) The Customer fully indemnifies and holds harmless Sourse against any Loss arising out of a breach of clause 6.2.

7 Limitation of Liability

- (a) Nothing in this Agreement limits or excludes:
 - (i) a party's liability:
 - (A) for death or personal injury caused by its negligence or wilful misconduct or that of its employees, as applicable;
 - (B) for fraud or fraudulent misrepresentation by it or its employees, as applicable;
 - (C) where that liability arises under an indemnity; or

- (D) where liability cannot be limited or excluded by applicable law; or
- (ii) the Customer's liability:
 - (A) for breach of clauses 4, 5 or 6; or
 - (B) for failure to pay the Fees.
- (b) Subject to clause 7(a) a party will not be liable to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Agreement, including any:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of production;
 - (iv) loss of agreements or contracts;
 - (v) loss of business opportunity;
 - (vi) loss of anticipated savings;
 - (vii) loss of or damage to goodwill;
 - (viii) loss of reputation; or
 - (ix) loss of use or corruption of software, data or information.
- (c) Subject to clause 7(a) and clause 7(b), the maximum aggregate liability of a party (the **first party**) to the other party for any Loss arising out of or in connection with this Agreement, including any breach by the first party of this Agreement however arising, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the amount of Fees paid or payable in the first 12 months of this Agreement.
- (d) Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), or the exercise of a right conferred by such a provision, or any liability of Source in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of good or services.
- (e) If Source is liable to the Customer in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, Source's total liability to the Customer for that failure is limited to, at Source's option, in the case of a supply of goods, Source replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Source supplying the services again or paying the cost of having the services supplied again.
- (f) This clause 7 will survive termination of the Contract.

8 Termination and Suspension

8.1 Termination for breach

If:

- (a) a party (the **first party**) commits a breach of this Agreement that has a material and adverse effect on the other party, and fails to remedy that breach within 10 days of receiving notice from the other party requiring the first party remedy that breach (where capable of remedy);
- (b) the first party commits a breach of this Agreement that has a material and adverse effect on the other party and that breach is incapable of remedy; or
- (c) an Insolvency Event occurs in relation to the first party,

then the other party may terminate the Agreement (in the case of 8.1(c) above, subject to any provision of the *Corporations Act 2001* (Cth) or any related subordinate legislation that may prevent or restrict the exercise of a right of termination or other right under this Agreement) by notice to the first party in which case the Agreement will terminate on the date specified in that notice or, if no date is specified, immediately.

8.2 After termination or expiry of an Order Form

On termination or expiry of an Order Form:

- (a) Source will cease to provide the Platform Access under that Order Form;
- (b) accrued rights or remedies of a party are not affected;
- (c) the Customer will pay to Source all Fees in connection with Platform Access;
- (d) except as expressly specified otherwise in these Terms or the Order Form, all licences and similar rights granted, cease to be granted immediately; and
- (e) within a reasonable period of time after termination or expiry of the Order Form, the Customer must return to Source all Source Materials and, other than as referred to in clause 4.2(c)(ii), Source must return to the Customer all Customer Materials.

8.3 Survival

Termination or expiry of an Order Form will not affect clauses 2.6, 4, 5, 6, 7, 8.2, 9, 10, 13, 14 and this clause 8.3, or any provision of these Terms which is expressly or by implication intended to come into force or continue on or after the termination or expiry.

8.4 Suspension

- (a) Without limiting any other remedy Source may have under this Agreement or at law, Source may suspend the Customer's Platform Access if:
 - (i) the Customer breaches this Agreement;
 - (ii) the Customer's counterparty to an Additional Agreement terminates its Additional Agreement with the Customer or refuses to enter into an Additional Agreement with the Customer;

- (iii) the Customer has not paid Source the Fees in accordance with this Agreement, provided that Source shall first have given to the Customer at least seven days' notice that the Platform Access would be suspended if the outstanding sums are not paid in full;
 - (iv) Source receives a notice from a third party with a legitimate interest to be protected (including any regulatory body) requiring Source to cease providing the Platform Access to the Customer or remove any content the Customer is making available through the Platform Access. Subject to any contrary legal requirements, Source shall provide the Customer with a copy of the notice.
- (b) Source will restore the Customer's Platform Access as soon as reasonably possible once the reason for the suspension has been addressed or removed.
 - (c) If Source suspends the supply of any Platform Access or Professional Services for a period of 15 Business Days or more, it may by written notice to the Customer, immediately terminate the Agreement (in whole or in part).

9 Arbitration

9.1 Arbitration

- (a) Any dispute that is not resolved within 90 days of the dispute arising must be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as ACICA Arbitration Rules).
- (b) Notwithstanding anything in this clause 9, a party may at any time commence court proceedings in relation to a dispute or claim arising in connection with these Terms or the relevant Order Form where that party seeks urgent interlocutory relief.

9.2 General principles

The parties agree that

- (a) the seat of the arbitration will be Sydney;
- (b) the number of arbitrators will be one; and
- (c) the language of the arbitration will be English.

9.3 Award final and binding

Any award made in respect of arbitration conducted pursuant to this clause 9 will be final and binding upon the parties.

10 Non-Solicitation

- (a) During the Supply Period and the Restraint Period, neither party (the first party) will solicit or entice any employee or contractor of the other party to work for the first party or (in the case of the Customer as the first party) any competitor of Source's business, unless the first party obtains the other party's prior written consent.
- (b) The **Restraint Period** means:

- (i) 12 months after the relevant Supply Period;
- (ii) 6 months after the relevant Supply Period.
- (c) The undertakings contained in clause 10(a) and resulting from any combination of the wording from clause 10(b) constitutes a separate and independent provision, severable from the other undertakings and enforceable by the other party separately against the first party and independently of each of the other undertakings. If a court of competent jurisdiction finally decides any such undertaking to be unenforceable in whole or in part, the enforceability of the remainder of that undertaking or any other undertaking will not be affected.
- (d) Each party agrees that the undertakings contained in clause 10(a) and resulting from any combination of the wording from clause 10(b) are no more extensive than is reasonable to protect the other party.

11 Force Majeure

A party will not be:

- (a) in breach of this Agreement as a result of; or
- (b) liable for,

any failure or delay in the performance of its obligations (other than a payment obligation) under this Agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event, provided that:

- (c) that party advises the other party of the details of the Force Majeure Event, and its likely effect on the performance of its obligations under this Agreement; and
- (d) that party takes all steps reasonably necessary to recommence performance of the affected obligations and minimise the delay caused by the Force Majeure Event.

12 GST

12.1 Definitions

Terms used in this clause 12 that are defined in the GST Act have the meaning given to them in the GST Act.

12.2 GST exclusive

Except under clause 12, the consideration for a Supply made under or in connection with an Order Form or these Terms does not include GST.

12.3 Taxable Supply

If a Supply made under or in connection with an Order Form or these Terms is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- (a) the Recipient must pay the GST Act Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under an Order Form or these Terms for that Supply; and
- (b) the GST Act Supplier must give the Recipient a Tax Invoice for the Supply.

12.4 Later GST change

For clarity, the GST payable under clause 12.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the GST Act Supplier is liable, however caused.

12.5 Reimbursement or indemnity

If either party has the right under an Order Form or these Terms to be reimbursed or indemnified by another party for a cost incurred in connection with these Terms or the relevant Order Form, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

12.6 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the GST Act Supplier, the GST Act Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

12.7 Progressive or Periodic Services

Where a Supply made under or in connection with this Agreement is a Progressive or Periodic Supply, clause 12.3 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

13 Market Insights Module

- (a) This clause 13 only applies if the Customer acquires access to the Market Insights Module and only applies in relation to the Customer's use of the Market Insights Module. The Market Insights Module is part of the 'Platform' for the purpose of the Terms.
- (b) The Customer acknowledges and agrees that the data used to provide the Market Insights Module product is from a variety of third-party sources. Accordingly, and without limiting clause 2.6 of the Terms, Source does not warrant that such information or the Market Insights Module will be accurate, complete or error-free. Clauses 4.1(d) and 4.1(e) do not apply in relation to the Customer's use of the Market Insights Module.

14 Resellers

- (a) The Customer may choose to acquire Platform Access through a Source authorised reseller (**Reseller**).
- (b) In the event the Customer engages, or otherwise accesses the Platform through, a Reseller:
 - (i) the Customer must enter into a valid and binding agreement with its chosen Reseller specifying the terms and conditions governing its relationship with such Reseller and which will include the information that would otherwise be contained in an Order Form;
 - (ii) any fees and payment terms that the Customer is responsible for will be determined between the Customer and its chosen Reseller, and paid in accordance with the agreement between the Customer and such Reseller;

- (iii) if the Customer's agreement with its Reseller is terminated or expires for any reason, or in the event a Reseller no longer has rights to resell to the Customer, the Customer may continue to access products and services directly from Source at Source's then-current rates, or through another authorised Reseller; and
 - (iv) Resellers are not authorised to modify these Terms or make any promises or commitments on Source's behalf, and Source is not bound by any obligations to the Customer of a Reseller or any other third party other than as expressly set forth in these Terms.
- (c) In the event the Customer accesses the Platform through a Reseller, the Customer is solely responsible for:
 - (i) any related rights and obligations in the Customer's applicable agreement with its Reseller; and
 - (ii) as between the Customer and Source, any access by the Reseller to the Customer's data and information that the Customer may create for its Reseller.
- (d) In addition, in the event the Customer accesses the Platform through a Reseller, the Customer agree that the terms of this clause 14 take precedence over any conflicting terms in these Terms.

15 General

15.1 Precedence

- (a) If there is any inconsistency between the provisions of this Agreement, a descending order of precedence will be accorded to:
 - (i) any Order Form; and
 - (ii) these Terms,so that the provision in the higher ranked document, to the extent of the inconsistency, will prevail.
- (b) The parties agree that any standard terms, purchase order terms or similar that are provided or made available by the Customer will have no legal effect.

15.2 Rights cumulative

Unless expressly stated otherwise in these Terms, the rights and remedies under any indemnity or otherwise provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

15.3 Amendments

An Order Form may only be amended or varied by written agreement between the parties.

15.4 Assignment and novation

Any rights or obligations of the Customer that arise out of or under an Order Form or these Terms are not assignable or able to be novated or otherwise dealt with by the Customer without the prior written consent of Source.

15.5 Entire agreement

- (a) These Terms and any Order Form supersede all previous agreements about its subject matter. These Terms and any applicable Order Form embody the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in these Terms and the Order Form.
- (c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into the Order Form and these Terms.

15.6 Further assurances

The Customer must do all things necessary to give effect to any Order Form and these Terms and the transactions contemplated by it. Without limiting the foregoing, during the Supply Period, the Customer will make available to Sourse adequate information and facilities necessary to provide Platform Access.

15.7 Governing law and jurisdiction

- (a) The laws of New South Wales, Australia govern any Order Form and these Terms.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts competent to hear appeals from those courts.

15.8 Severability

A clause or part of a clause of an Order Form or these Terms that is illegal or unenforceable may be severed from that Order Form or these Terms (as applicable) and the remaining clauses or parts of the clause of the relevant Order Form or these Terms continues in force.

15.9 Subcontracting

Sourse may subcontract the performance of all or any part of its obligations under an Order Form or these Terms. Sourse remains responsible for the acts and omissions of its subcontractors, as if they were its own acts and omissions.

16 Definitions And Interpretation

16.1 Definitions

In this agreement:

Term	Definition
Additional Agreement	means any additional agreement indicated in an Order Form (for example, a third-party EULA).
Additional Terms	means any additional terms as indicated in an Order Form or other document (for example, terms that a third-party requires Sourse to flow-down to the Customer).
Agreement	has the meaning given in clause 1(c).

Term	Definition
Customer	means Source's counterparty to an Order Form or an entity that has otherwise agreed to comply with these Terms.
Customer Material	means any material provided by or to which access is given by the Customer to Source for the purposes of this Agreement (and would include, for the avoidance of doubt, the material of the Customer's customer, if made available to Source).
Customer Personal Information	means any Personal Information provided to Source, or to which access is given to Source, by the Customer or its Personnel (and would include, for the avoidance of doubt, Personal Information of the Customer's customer, if made available to Source).
Customer Responsibilities	means the responsibilities identified as such in an Order Form.
Commencement Date	the date indicated as such in an Order Form.
Confidential Information	<p>of a party means these Terms, the terms of any Order Form and any information:</p> <ul style="list-style-type: none"> (a) relating to the business and affairs of that party; (b) relating to the customers, Customers, employees, sub contractors or other persons doing business with that party; (c) which is by its nature confidential; (d) which is designated as confidential by that party; or (e) which the other party knows or ought to know, is confidential, <p>and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of Source, includes any Source Material and, in the case of the Customer, includes Customer Material.</p>
Contract Year	means the annual period commencing on the Commencement Date and each anniversary of the Commencement Date thereafter.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
CPI	means the All Groups Consumer Price Index for the Weighted Average of Eight Capital Cities of Australia or if the Australian Statistician ceases to publish that index, the index published by the Australian Bureau of Statistics (or any successor of or replacement for it) which most closely approximates to the applicable index.
Delivery Date	means the date described as such in the relevant Order Form (if any).
Developed Materials	means materials (of any nature) created by or on behalf of Source in the course of providing Platform Access.
Fees	mean the fees set out in an Order Form and any other amounts contemplated by these Terms as being payable by the Customer to Source.
Force Majeure Event	<p>means any occurrence or omission outside a party's control including a physical natural disaster including:</p> <ul style="list-style-type: none"> (a) fire, flood, lightning or earthquake; (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act

Term	Definition
	of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
	(c) national emergency;
	(d) epidemic, pandemic, public health emergency, communicable disease outbreak, quarantine restriction, and precautionary measures relating to the same;
	(e) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
	(f) failure of a third party service provider;
	(g) failure of a third party to provide a necessary input;
	(h) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency;
	(i) orders or acts of military, civil authority or Government Agency;
	(j) law taking effect after the relevant Commencement Date; or
	(k) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.
Government Agency	means: <ul style="list-style-type: none"> (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Act Supplier	means the entity making the Supply.
Insolvency Event	the occurrence of any one or more of the following events in relation to a party: <ul style="list-style-type: none"> (a) it is unable to pay all its debts as and when they become due and payable; (b) any step is taken to wind up, bankrupt, or appoint an administrator, controller, receiver, a receiver and manager, a liquidator or a provisional liquidator or other like person to it or any of its assets, operations or business (terms used in this term are as defined in the Corporations Act); (c) it ceases to carry on business or threatens to do so; or (d) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in paragraphs (a) to (c) of this definition.
Intellectual Property Rights	means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit

Term	Definition
	layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.
Initial Period	has the meaning given in clause 2.2(a)(ii).
Interest	means interest on any payment owing under an Order Form or these Terms calculated: <ul style="list-style-type: none"> (a) at the rate which is 2% in excess of the published Australia and New Zealand Banking Group Limited variable interest rate for commercial overdrafts or, if lower, the maximum rate permitted by applicable law; and (b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest.
Loss	means loss, damage, injury, liability, charge, expense, outgoing, payment or cost of any nature or kind, whether direct to indirect, including all legal and other professional costs on a full indemnity basis.
Module	means a Sourse product module set out in an Order Form.
Order Form	means an agreed order for Platform Access that incorporates these Terms, validly executed by both parties, in the form required by Sourse from time to time.
Overage Block	has the meaning given in clause 3.4.
Overage Rate	has the meaning given in the Order Form.
Personal Information	has the meaning given to that term in the Privacy Act.
Personnel	means a party's employees, secondees, directors, officers, contractors, professional advisers and agents.
Platform	means the platform known as SourseAI that is operated by Sourse.
Platform Access	means access to the Platform in accordance with this Agreement.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time.
Privacy Laws	means: <ul style="list-style-type: none"> (a) the Privacy Act; (b) the Australian Privacy Principles (or APPs) contained in Schedule 1 of the Privacy Act; and (c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.
Professional Services	means any professional services that Sourse agrees to provide to the Customer in an Order Form, and which may be more fully described in a statement of work between the parties.
Progressive or Periodic Supply	means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.

Term	Definition
Renewal Period	has the meaning given in clause 2.2(b).
Reseller	has the meaning given in clause 14(a).
SIO	means a service in operation (such as a mobile, internet or voice service).
Sourse	means Sourse Pty Ltd ABN 86 160 558 341 trading as Sourse.
Sourse Material	means any material (including the Platform) provided by or to which access is given by Sourse to the Customer for the purposes of this Agreement.
Supply	has the meaning given in the GST Act.
Supply Period	has the meaning given to it in clause 2.2(c).
Terms	has the meaning given to it in clause 1(a).