Consolidated Services Agreement

Last Updated: 18 November 2026

See What's Changed

The Consolidated Services Agreement (**CSA**) is Biza's standard terms for buying Biza products without negotiation. You order the products you need on an Order Form, and these terms apply to them as published here. Part A sets out the general terms that apply to every product. Parts B to G add the terms for each product.

The Master Services Agreement (MSA) with a Statement of Work remains the route for enterprise contracts and for terms that are negotiated. If you have signed an MSA with Biza, these terms do not apply to the services you receive under it.

This Agreement is between Biza Pty Ltd (ACN 624 797 655) (**we**, **us** or **our**) and you, the person or entity named in the Order Form (**you** or **your**), together the **Parties** and each a **Party**. These terms (**Terms**) set out the terms on which we will provide the Services described in the Order Form.

Part A: General terms

1. Acceptance and Order Form

1.1 You accept this Agreement when you complete the Order Form online and tick the box confirming that you accept these Terms, or when you sign the Order Form, including by electronic signature. The person who accepts on your behalf confirms that they are authorised to bind you.

1.2 If there is an inconsistency, the Order Form prevails to the extent it deals with the Fees, the Term, the Scope Limits, your selected options and any variation to the Terms stated in the Order Form. Otherwise, the order of precedence is these Terms, then the Documentation.

1.3 Within these Terms, the Part for a product prevails over Part A, but only for that product.

2. Services and Scope Limits

2.1 We will provide the Services to you in accordance with this Agreement, exercising due care and skill.

2.2 During the Term, and subject to your compliance with this Agreement, we grant you and your authorised users a non-exclusive, non-transferable and non-sublicensable licence to access and use the Services for your business purposes (**Software Licence**).

2.3 The Services are the products you order in the Order Form. Each product is described in its Part of these Terms (Parts B to G) and in the Documentation.

2.4 The Services are provided for use within the Scope Limits. We are not obliged to provide the Services in excess of the Scope Limits. If you wish to obtain services beyond the Scope Limits, we will advise you of the services available, and any such services will be added by varying the Order Form or under a separate written agreement.

3. Availability and Third Parties

3.1 From time to time, we may perform such reasonable scheduled and emergency maintenance and updates in relation to the Services in order to continue to supply the Services to you and our other customers (**Scheduled or Emergency Maintenance**). Scheduled or Emergency Maintenance will be carried out in

accordance with the scheduled and emergency maintenance clause of the Service Level Agreement. Releases of the Services are made under the Release Management Process.

3.2 The Services may interact with, or be reliant on, products or services provided by third parties, such as your own service providers or the CDR Register. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties, but we remain responsible for the acts and omissions of the suppliers and subcontractors we engage to provide the Services (including our cloud hosting service providers).

3.3 We will endeavour to provide you with reasonable notice, where possible, of any interruptions to access and availability of the Services.

4. Work Outside Scope

4.1 We will provide the Implementation Services and Professional Services described in the Order Form, on the terms in Part G.

4.2 Any work you ask for outside the scope of the Services in the Order Form will be charged at the rates in our Rate Card as at the date you ask for the work. We will tell you the estimated charge before we start, and we will only start once you confirm. Reasonable travel and out-of-pocket expenses, approved by you in advance, are charged at cost.

4.3 If we need to do extra work because you do not meet your responsibilities under this Agreement, or because of delays caused by you, that work will be charged at the rates in our Rate Card.

5. Your Responsibilities

5.1 You are responsible for:

(a) your users' credentials and access to the Services, including keeping account details, usernames and passwords confidential;

(b) your own systems, networks and the connection from them to the Services;

(c) complying with the CDR Requirements to the extent they apply to you and are not performed by us under these Terms;

(d) telling us promptly of any matter that may affect your CDR compliance or our provision of the Services; and

(e) the responsibilities set out in the Part for each product you order.

5.2 Your Personnel sign in to the Services with Biza ID. You must activate single sign-on for your Personnel by connecting your identity provider to Biza ID using a supported method described in the Documentation. You decide which of your Personnel can sign in and the roles they hold, and you must remove access promptly when a person no longer needs it.

5.3 You agree that you are:

(a) responsible for ensuring that your Personnel comply with this Agreement (including any of your Personnel whom you grant access to the Services); and

(b) liable for all acts and omissions of your Personnel in connection with this Agreement.

5.4 You agree to:

(a) comply with this Agreement, all applicable Laws, and our reasonable requests;

(b) provide all assistance, information, documentation, access (including to your System and premises if applicable), facilities and other things reasonably necessary to enable us to comply with our obligations under this Agreement or at Law, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;

(c) provide us with all information, access, and cooperation reasonably necessary for us to perform the Services and ensure all information provided to us is kept current and accurate;

(d) make any changes to your System, such as upgrades, that are reasonably required to support the delivery and operation of the Services and that are notified in the Documentation with reasonable notice;

(e) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent; and

(f) notify us of any breach or suspected breach of this Agreement by you, promptly after becoming aware of any such breach or suspected breach.

5.5 You acknowledge and agree that you will be responsible for the use of any part of the Services by any person you provide with access to the Services, and you must ensure that no person uses any part of the Services:

(a) to break any Law or infringe any person's rights (including Intellectual Property Rights);

(b) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or

(c) in any way that damages, interferes with or interrupts the supply of the Services.

5.6 Where the Services include the provision of an application programming interface (API), you agree to only use the API in accordance with the documentation that we provide to you.

6. Prohibited Use

6.1 You must not:

(a) access or use the Services except as permitted by the Software Licence, or through an interface provided by us;

(b) use the Services in any way that is improper or breaches any Laws, infringes any person's rights (including Intellectual Property Rights and privacy rights), or gives rise to any civil or criminal liability;

(c) interfere with the Services, our System, or others' use of the Services;

(d) share account access or authentication details;

(e) introduce any viruses or any other malicious code into the Services;

(f) use the Services to carry out security breaches or disruptions of a network;

(g) attempt to access any data or log into any server or account that you are not expressly authorised to access; or

(h) circumvent or attempt to circumvent security measures of any of network, account or host or those of any third party.

6.2 You agree not to, whether directly or indirectly, without our prior written consent:

(a) copy, modify, adapt, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile any part of the Services or otherwise attempt to discover any part of the source code of the Services;

(b) use any unauthorised, modified version of the Services, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the Services;

(c) rent or sublicence the use of the Services to any third parties, without our prior written consent or as otherwise permitted under this Agreement;

(d) take any action that may compromise or jeopardise our Intellectual Property Rights in the Services or otherwise; or

(e) remove or deface any confidentiality, copyright or other proprietary notice placed on the Services.

7. Data Location and CDR Instruments

7.1 Subject to the CDR Rules, we host the Services, and store Your Data and CDR Data, in Australia.

7.2 We will not transfer or disclose CDR Data outside Australia, other than a transfer of CDR Data to an Accredited Data Recipient under the CDR Obligations.

7.3 We will not transfer or disclose Your Data outside Australia, except to a subprocessor named in the Subprocessors list in the Documentation, for the purposes stated there. By accepting the Order Form, you consent to those transfers.

7.4 We may change the Subprocessors list as an update to the Documentation under clause 18.2.

7.5 If the CDR instruments conflict, we implement the Services in this order of priority: the CDR Legislation, the CDR Rules, the Data Standards, the OAIC Privacy Safeguard Guidelines, the ACCC Implementation Guidelines and the DSB Implementation Guidance.

8. Warranties

8.1 Each Party represents and warrants that:

(a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business; and

(b) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.

8.2 You represent and warrant that:

(a) all information and documentation that you provide to us in connection with this Agreement is, to the best of your knowledge, true, correct and complete in all material respects;

(b) as at the date you accept this Agreement, no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property have occurred or, to the best of your knowledge, are occurring;

(c) if you enter into this Agreement as a trustee of a trust, then you are the sole trustee of the relevant trust and have been validly appointed, you have full and valid power, authority, consents and approvals under the relevant trust to execute this Agreement and carry out the transactions contemplated by it, and you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under this Agreement; and

(d) if you enter into this Agreement as a partnership, each partner is jointly and severally liable for your obligations under this Agreement.

8.3 We agree:

(a) to use reasonable efforts to ensure all of our obligations under this Agreement will be carried out by suitably competent and trained Personnel and in an efficient and professional manner; and

(b) that we own or have the right to all Intellectual Property Rights in the Services necessary to grant you the Software Licence without infringing any third party's Intellectual Property Rights.

8.4 The warranties for particular products are set out in their Parts of these Terms.

8.5 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in this Agreement excludes those Consumer Law Rights.

8.6 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in this Agreement.

9. Intellectual Property and Data

9.1 We own all Intellectual Property Rights in the Services. This includes how the Services look and function, as well as our copyrighted works, trademarks, inventions, outputs, designs and other Intellectual Property Rights. You agree not to copy or otherwise misuse our Intellectual Property Rights without our written permission.

9.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

9.3 We do not own any of Your Data. When you enter or upload any of Your Data into the Services, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an account with us (and during the Exit Period). We may use Your Data (or disclose it to third party service providers) to:

(a) supply the Services to you, and otherwise perform our obligations under this Agreement;

(b) (other than CDR Data) diagnose problems with, improve, develop and protect the Services; or

(c) (other than CDR Data) perform analytics for the purpose of remedying bugs or issues with the Services.

9.4 Clause 9.3 does not apply to Your Data that we obtain solely to disclose it as CDR Data through the Services. We access and transmit that data only as needed to disclose it, and we do not analyse, back up, copy or store it, except as the Part of these Terms for a product provides.

9.5 We will not use CDR Data for the purposes in clause 9.3(b) or 9.3(c), or in creating anonymised data under clause 9.8. We will only use and disclose CDR Data as needed to provide the Services and perform the CDR Obligations, and as permitted by the CDR Requirements.

9.6 You are responsible for (meaning we are not liable for) backing up Your Data and the integrity of Your Data on your systems, networks or any device controlled by you or your authorised users.

9.7 You warrant that any data or information that you upload to the Services will not infringe a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9.8 We may create anonymised statistical data from Your Data (other than CDR Data) and usage of the Services. Once anonymised, we own that data and may use it for our own purposes to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

10. Confidential Information

10.1 Each Party receiving Confidential Information from the other (**Receiving Party**) agrees:

(a) not to disclose the Confidential Information of the other Party (**Disclosing Party**) to any third party (subject to clause 10.1(c));

(b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;

(c) to only disclose the Confidential Information to those of its personnel and service providers who need to know the Confidential Information in connection with this Agreement, provided those personnel and service providers keep the Confidential Information confidential in accordance with this clause 10; and

(d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under this Agreement.

10.2 The obligations in clause 10.1 do not apply to Confidential Information that:

(a) is required to be disclosed for the Parties to comply with their obligations under this Agreement;

(b) is authorised in writing to be disclosed by the Disclosing Party;

(c) is in the public domain or is no longer confidential, except as a result of a breach of this Agreement or other duty of confidence;

(d) was already known to the Receiving Party, free of any duty of confidence, before the Disclosing Party disclosed it;

(e) is rightfully received by the Receiving Party from a third party that is not under a duty of confidence in respect of it;

(f) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or

(g) must be disclosed by law or by a regulatory authority, including under subpoena, provided that (to the extent permitted by law) the Receiving Party has given the Disclosing Party notice prior to disclosure.

10.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 10. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 10.

11. Privacy

11.1 Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable privacy laws that may apply to it or the supply of the Services (**Privacy Laws**). You must not do anything which may cause us to be in breach of any Privacy Laws.

11.2 In relation to Personal Information, we will:

(a) use and disclose it only for the purpose of performing our obligations under this Agreement;

(b) not do or omit to do anything which would cause you to contravene the Privacy Laws;

(c) not use or disclose it for purposes other than those expressly permitted by this Agreement; and

(d) collect, use, disclose, hold or destroy or de-identify it in accordance with this Agreement and the Privacy Laws, including by taking reasonable steps to ensure it is protected against misuse or loss or any unauthorised access, use, modification or disclosure.

11.3 We will notify you of any actual or suspected eligible data breach or CDR data breach affecting Your Data, as the Information Security Requirements provide. We will give you the information and cooperation you reasonably need to meet your own notification and reporting obligations for the breach. Neither Party may make

a public statement about the breach that names the other Party without the other Party's prior written consent, except as the law requires.

12. Security and Insurance

12.1 During the Term, we will maintain insurance, including professional indemnity insurance with cyber cover and public liability insurance, of the types and in the amounts that are reasonable for the Services and our business. Evidence of these policies is available at trust.biza.io.

12.2 We will maintain ISO/IEC 27001 certification and a SOC 2 Type 2 report for the Services during the Term. We will make available at trust.biza.io security assurance information, including product security, reports, data security, app security, network security, corporate security, policies and a knowledge base.

13. Fees and Payment

13.1 You must pay the Fees in accordance with the Payment Terms. The Fees are those set out in the Order Form, at the bases stated there, and each Fee is due on the dates stated in the Order Form.

13.2 We invoice each recurring Fee monthly. A Fee charged in arrears, such as a fee for each Active Customer or Recipient Customer, is invoiced with the Fees for the following month.

13.3 You may pay the Fees by any payment method that the Payment Policy makes available. Where the Payment Policy names a third-party payment processor for a method you use, that processor's terms (including any direct debit request and service agreement) also apply to your payments by that method.

13.4 You must not pay, or attempt to pay, any Fees due under this Agreement or as a result of your use of the Services by fraudulent or unlawful means. You must be authorised to use the card or account from which you pay.

13.5 Where a payment method you use lets the Fees be collected from you, each Fee is collected on or after its due date under the terms that apply under clause 13.3 (other than any amount you dispute in good faith under clause 13.6), and you must keep your payment details up to date.

13.6 If you dispute an invoice in good faith, you must tell us before the invoice's due date, giving your reasons, and pay the undisputed part. You must not reverse or charge back a payment of a disputed amount before you have raised the dispute with us and we have had a reasonable opportunity to resolve it. If a dispute is resolved in our favour, you must pay the amount found to be payable within 7 days.

13.7 On each anniversary of the Start Date, each recurring Fee will increase by the percentage increase in CPI over the previous 12 months, up to a maximum of 7%. We will tell you the adjusted Fees at least 30 days before they take effect.

13.8 Other than under clause 13.7, we will not change the Fees during the Initial Term. We may change the Rate Card on 30 days' notice, but a change does not affect work you have already confirmed.

13.9 Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST. If GST is payable on a supply made under this Agreement, the recipient must pay the supplier an additional amount equal to the GST payable on that supply, at the same time as the other consideration for the supply, on receipt of a valid tax invoice. In this clause, GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

14. Non-Payment and Wind-Down

14.1 If a payment collected under clause 13.5 fails, we will tell you within 2 Business Days and try the payment again twice over the following 5 days. You can update your payment details, or pay by another method the

Payment Policy makes available, at any time.

14.2 If an amount is still unpaid 7 days after its due date, we will send you a written reminder.

14.3 From the due date until it is paid, interest accrues on the overdue amount at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily. After 30 days, we may also recover our reasonable costs of recovering the amount.

14.4 If an amount is still unpaid 30 days after its due date, we may give you a written notice (**Default Notice**) stating the overdue amount and that, unless it is paid within 7 days of the Default Notice, we may start a Wind-Down Period under clause 14.5.

14.5 If the overdue amount is not paid within 7 days of the Default Notice, we may give you written notice (**Wind-Down Notice**) that this Agreement will terminate at the end of the period of 30 days starting on the date of the Wind-Down Notice (**Wind-Down Period**). We will send the Default Notice and the Wind-Down Notice by email to the email address for notices in the Order Form or the address you last notified to us.

14.6 During the Wind-Down Period:

(a) we will continue to provide the Services, including the Services that perform your CDR data sharing obligations; and

(b) you must continue to pay the Fees as they fall due; and

(c) we will give you the data and consents described in clause 17.1(b) and, if you ask, the Exit Services under clause 17.2; and

(d) the Wind-Down Notice stops having effect if you pay all overdue amounts (including interest) before the Wind-Down Period ends; and

(e) the Wind-Down Period is the Exit Period for the purposes of clause 17.

14.7 If the overdue amounts are not paid by the end of the Wind-Down Period, this Agreement terminates at the end of that period. Termination does not affect your obligation to pay all amounts accrued up to the date of termination, including the Fees for the Wind-Down Period, which we may recover as a debt.

14.8 While an amount remains overdue after the Default Notice, we may, on 5 Business Days' notice, restrict support (other than for critical incidents), the addition of Brands and changes to your configuration. We will not suspend or limit the Services that perform your CDR data sharing obligations because of non-payment. We will lift any restriction promptly after payment.

14.9 This clause 14 does not apply to an amount that you dispute in good faith under clause 13.6, to the extent you have paid the undisputed amounts.

15. Term and Renewal

15.1 The Term starts on the Start Date and continues for the Initial Term in the Order Form. It then renews for successive periods of 12 months (**Renewal Term**) unless either Party gives notice that it does not want to renew. The Initial Term is a minimum commitment, and you may not terminate this Agreement for convenience during the Initial Term except as set out in this Agreement.

15.2 We may change the Fees or the Terms for a Renewal Term only if we give you notice of the change at least 60 days before the end of the Initial Term or the current Renewal Term. If we do not give that notice, the Fees and the Terms for the next Renewal Term do not change.

15.3 You may give notice that you do not want to renew at any time up to 30 days before the end of the Initial Term or Renewal Term. We may give notice that we do not want to renew only if we give you at least 6 months' notice.

16. Termination

16.1 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

(a) the other Party (**Defaulting Party**) breaches a material term of this Agreement (other than a failure to pay, which is dealt with in clause 14) and that breach has not been remedied within 30 days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

16.2 Upon expiry or termination of this Agreement:

(a) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement; and

(b) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 11.

16.3 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

16.4 You may also terminate this Agreement under clause 18.3 if you are no longer required to comply with the CDR Requirements.

16.5 You may terminate this Agreement on 30 days' notice to us if, in a single calendar quarter, we miss the restoration target in clause 2.3 of the Service Level Agreement three or more times. You must give the notice within 30 days after the end of that quarter. A missed restoration target does not count under this clause to the extent the incident was caused by your Customer Data Source, your Data Adapter or a third party that we have not engaged. We will not charge you any termination fee, and we will refund any Fees paid in advance for the period after termination.

16.6 We may suspend your access to your account to the extent reasonably necessary where we reasonably believe there has been any unauthorised access to or use of the Services. If we suspend your access, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter. We will restore your access promptly once the matter is resolved.

17. Exit and Transition Out

17.1 On expiry or termination, for the Exit Period:

(a) we will continue to provide the Services on the terms of this Agreement if you ask us to, and you must keep paying the Fees; and

(b) we will give you a complete and up-to-date copy of Your Data (including CDR Data), all consents relating to your CDR Data, and any other materials relating to your use of the Services that are reasonably required for you to continue to comply with the CDR Requirements, in an industry standard format described in Data transfer at exit, together with any material or software required to read or access them, at no charge.

17.2 If you ask for further help to move to another provider or to bring the Services in-house, we will give you a quote for that help on request, and we will provide it once you accept the quote.

17.3 After the Exit Period, we will securely delete Your Data except as the law requires us to keep it.

18. Variations

18.1 Except under clause 15.2, the Terms may only be varied by written agreement between the Parties. A variation to the products, quantities or Fees for your Services is made by varying the Order Form.

18.2 We may update the Documentation from time to time to reflect changes to the Services, the CDR Requirements or security needs. We will not make an update that materially reduces the functionality, service levels or security of the Services, or materially increases your obligations or costs under this Agreement, except where required by the Laws or the CDR Requirements. We will give you at least 30 days' notice of any material update by email, or shorter notice where the update is required by the Laws or the CDR Requirements or is urgently needed for security.

18.3 If you are no longer required to comply with the CDR Requirements, you may terminate this Agreement on 60 days' notice to us. We will not charge you any termination fee, and we will not refund any Fees paid in advance.

19. Limitation of Liability

19.1 Subject to your Consumer Law Rights and clause 19.2, to the maximum extent permitted by law:

(a) neither Party is liable for Consequential Loss;

(b) a Party's liability is reduced to the extent the other Party caused or contributed to the loss; and

(c) each Party's total liability arising from or in connection with this Agreement is limited to the Fees paid by you in the 12 months before the event giving rise to the liability.

19.2 Clause 19.1 does not apply to liability for fraud or wilful misconduct, or to our liability under clause 20.1. Your obligation to pay the Fees is not limited by clause 19.1(c).

19.3 Where the Services are not ordinarily acquired for personal, domestic or household use, and our liability for a failure to comply with a guarantee under the Australian Consumer Law cannot be excluded, our liability is limited (at our option) to resupplying the Services or paying the cost of resupplying the Services.

19.4 The limit in clause 19.1(c) applies once, to all the Services together, whichever Parts of these Terms they are provided under.

20. Indemnities

20.1 We indemnify you against loss or damage (including reasonable legal costs) that you incur because a third party claims that your use of the Services in accordance with this Agreement infringes its Intellectual Property Rights. We are not liable under this clause to the extent the claim arises from Your Data, your modification of the Services, or your use of the Services in breach of this Agreement.

20.2 For any third party claim for which a Party (**Indemnifier**) indemnifies the other Party (**Indemnified Party**) under clause 20.1 or clause 40:

(a) the Indemnified Party must notify the Indemnifier of the claim promptly after becoming aware of it;

(b) the Indemnifier controls the defence and settlement of the claim;

(c) the Indemnified Party must give the Indemnifier the cooperation it reasonably asks for, at the Indemnifier's cost, and must not settle or compromise the claim without the Indemnifier's prior written consent; and

(d) the Indemnifier must not settle the claim on terms that admit fault or liability on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

21. General

21.1 Assignment: Neither Party may assign or novate this Agreement without the other Party's prior written consent, not to be unreasonably withheld. However, we may transfer any debt owed by you to us to a debt collector or other third party.

21.2 Disputes: A Party may not commence court proceedings relating to any dispute arising from, or in connection with, this Agreement (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.

21.3 Force Majeure: Neither Party will be liable for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event. The affected Party must promptly notify the other Party of the Force Majeure Event and use reasonable efforts to mitigate its effects. If a Force Majeure Event prevents performance of a material obligation for more than 60 days, the unaffected Party may terminate this Agreement upon notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement. A failure by a supplier or subcontractor that we engage is a Force Majeure Event only if it is itself caused by a Force Majeure Event.

21.4 Governing law: This Agreement is governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

21.5 Notices: Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email. Any notice you send to us must be sent to the email address for notices stated in the Order Form.

21.6 Publicity: With your prior written consent, you agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material.

21.7 Relationship of parties: This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

21.8 Survival: Clauses 8, 9, 10, 11, 17, 19 and 20, clauses 13, 14.7 and 16.3, and any other clause that by its nature is intended to survive (including the records and access obligations of the CDR Representative Provisions) will survive the termination or expiry of this Agreement.

21.9 Entire agreement: This Agreement (the Order Form, the Terms and the Documentation) is the entire agreement between the Parties about its subject matter, and replaces any earlier agreement, understanding or representation about it. Neither Party has relied on any statement, representation or promise that is not set out in this Agreement, including in sales, marketing or comparison material.

21.10 Severance: If any provision of this Agreement is void, unenforceable or illegal, it is read down to the extent necessary to make it valid. If it cannot be read down, it is severed, and the rest of this Agreement continues in force.

21.11 Waiver: A failure or delay by a Party in exercising a right under this Agreement is not a waiver of that right. A waiver is effective only if it is in writing, and only for the instance it is given for.

21.12 Interpretation: In this Agreement, unless the context requires otherwise:

(a) headings are for convenience only and do not affect its interpretation;

(b) the words "including", "for example" and similar words are not words of limitation;

(c) the singular includes the plural, and the plural includes the singular; and

(d) no rule of construction applies to the disadvantage of a Party because that Party proposed this Agreement or any part of it.

22. Definitions

22.1 In these Terms, a word defined in any Part has that meaning throughout these Terms, and:

ACCC
means the Australian Competition and Consumer Commission.

ACCC Implementation Guidelines
means the ACCC's regulatory guidance for the Consumer Data Right, as published at https://cdr-support.zendesk.com.

Accredited Data Recipient
has the meaning given in the Competition and Consumer Act.

Active Customer
means a CDR Consumer of yours with a current sharing arrangement through the Services at any time in the relevant month, counted separately for each Brand. A CDR Consumer sharing CDR Data from three of your Brands in a month is three Active Customers.

Agreement
means the Order Form, the Terms and the Documentation.

Australian Consumer Law
has the meaning given in the Competition and Consumer Act.

Brands
means the brands you operate as a data holder that are set out in the Order Form, and **Brand** means any one of them.

Business Day
means a day on which banks are open for general banking business in Queensland, excluding Saturdays, Sundays and public holidays.

CDR Consumer
has the meaning given in the Competition and Consumer Act.

CDR Data
has the meaning given in the Competition and Consumer Act.

CDR Legislation
means Part IVD of the Competition and Consumer Act and any regulations made under it.

CDR Obligations
means each of your obligations under the CDR Requirements that the Services are designed to perform or satisfy, as described in the Documentation.

CDR Register
means the register of Consumer Data Right participants and the associated infrastructure operated under the CDR Legislation and the CDR Rules.

CDR Representative Provisions
means the CDR Representative Provisions published in the Documentation.

CDR Requirements
means the requirements of the Consumer Data Right that apply to you from time to time, including under the Competition and Consumer Act, the CDR Rules and the Data Standards, as introduced or amended from time to time.

CDR Rules
means the *Competition and Consumer (Consumer Data Right) Rules 2020* (Cth), as amended from time to time.

Competition and Consumer Act

means the *Competition and Consumer Act 2010* (Cth).

Confidential Information

means information which: (a) is disclosed to the Receiving Party in connection with this Agreement at any time; (b) relates to the Disclosing Party's business, assets or affairs; or (c) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement, whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss

includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Fees and any other amounts payable under this Agreement will not constitute "Consequential Loss".

Consumer Data Right

means the consumer data right established under Part IVD of the Competition and Consumer Act.

CPI

means the Consumer Price Index (All Groups, weighted average of the eight capital cities) published by the Australian Bureau of Statistics, or any replacement index.

Customer Data Source

means your internal systems and data sets, accessed through your Data Adapter or a HaaS Connector, that meet the minimum requirements and OpenAPI specification set out in the Documentation.

Data Adapter

means the endpoint, built to the specifications in the Documentation, through which the Services connect to your Customer Data Source.

Data Standards

means the consumer data standards made for the purposes of the Consumer Data Right and published at consumerdatastandards.gov.au, as amended from time to time.

Default Notice

has the meaning given in clause 14.4.

Documentation

means the technical information published at https://guides.biza.io and the policies published at https://guides.biza.io/policy that apply to the Services (including the Service Level Agreement, the Information Security Requirements, the Release Management Process, the functional requirements, the CDR Representative Provisions, the Subprocessors list and the Payment Policy), in the version in force from time to time under clause 18.

DSB Implementation Guidance

means the Data Standards Body's implementation guidance, as published at https://consumerdatastandardsaustralia.github.io.

Exit Period

means the period of 90 days starting on the date this Agreement expires or terminates or, where this Agreement terminates under clause 14, the Wind-Down Period.

Exit Services

means the help described in clause 17.2.

Fees

means the fees set out in the Order Form, and any other amounts payable under the Order Form or this Agreement.

Force Majeure Event

means an event beyond the reasonable control of the affected Party, other than a lack of funds.

HaaS Connector
means each of the HaaS Connector for Universe (**HCU**), Data Store as a Service for Flux Federation (**DSaaS:Flux**), the HaaS Connector for DB (**HCDB**) and the Date Horizon Aggregator (**DHA**), as described in Part F.

HaaS Manager
means the hosted management interface for the HaaS Platform through which you configure your Brands, as described in the Documentation.

HaaS Platform
means the hosted CDR data holder platform that we provide (Holder as a Service, or **HaaS**), as described in Part B and the Documentation.

Implementation Fee
means the fixed fee for the Implementation Services for a product, shown in the Order Form.

Implementation Services
means the implementation services described in Part G and the Order Form.

Implementation Tool
means the online onboarding tool we provide to plan and track the Implementation Services.

Indemnified Party and **Indemnifier**
have the meanings given in clause 20.2.

Initial Term
means the period shown in the Order Form, starting on the Start Date.

Intellectual Property Rights
means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, inventions, trade secrets, confidential information, circuit layouts and all other intellectual property rights, whether registered or unregistered.

Law and **Laws**
mean all applicable legislation, regulations, codes, rules and other binding requirements of any government or regulatory authority, including the CDR Requirements.

Named User
means an individual you name to use the Verification Test Suite, licensed either for non-production (**Named User (Non-Production)**) or for production (**Named User (Production)**), as stated in the Order Form.

OAIC Privacy Safeguard Guidelines
means the CDR Privacy Safeguard Guidelines for the Consumer Data Right published by the Office of the Australian Information Commissioner at https://www.oaic.gov.au/consumer-data-right.

Open Gateway
means the hosted CDR data recipient gateway that we provide, as described in Part D and the Documentation.

Order Form
means the online or signed order form for the Services that identifies you. It has five sections: 1 Customer and term; 2 Products ordered; 3 Fees; 4 Variations; and 5 Acceptance and execution. Together they state the Fees, the Initial Term, the Scope Limits, the options you have chosen and any agreed variation to the Terms.

Payment Policy
means the Payment Policy published in the Documentation.

Payment Terms
means the payment terms in clause 13 and the Payment Policy.

Personal Information
has the meaning given in the *Privacy Act 1988* (Cth).

Personnel

means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Privacy Laws
has the meaning given in clause 11.1.

Product Manager
means the product reference data tool we provide, in its Starter or Enterprise edition, as described in Part C and the Documentation.

Professional Services
means the professional services described in Part G and the Order Form.

Rate Card
means our rates for work outside the scope of the Services in the Order Form, provided to you on request.

Recipient Customer
means a CDR Consumer with one or more active sharing arrangements managed by Open Gateway for your Software Products at any time in the relevant month.

Renewal Term
has the meaning given in clause 15.1.

Scope Limits
means the limits on each product stated in its Part of these Terms and in the Order Form, such as its edition, the number of Brands, environments, Named Users and Software Products, and any add-ons.

Service Level Agreement
means the service levels in the Documentation.

Services
means the products you order in the Order Form, from the HaaS Platform, Product Manager, Open Gateway, the Verification Test Suite and the HaaS Connectors, together with support under the Documentation, the Implementation Services and the Professional Services.

Software Licence
has the meaning given in clause 2.2.

Software Product
has the meaning given in the CDR Rules, and means each of your software products set out in the Order Form that uses Open Gateway.

Start Date
means the date shown in the Order Form.

System
means all hardware, software, networks, telecommunications and other IT systems used by a Party from time to time, including a network.

Term
means the Initial Term and any Renewal Term.

Terms
means these terms of the Consolidated Services Agreement (Parts A to G), published at https://guides.biza.io/policy/legal/csa/.

Verification Test Suite
means the testing tool we provide for testing your Brands, as described in Part E and the Documentation.

Wind-Down Notice and **Wind-Down Period**
have the meanings given in clause 14.5.

Your Data
means the information, materials, logos, documents, qualifications and other Intellectual Property Rights or data supplied by you and your authorised users when using the Services or stored by or generated by

your use of the Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with the Services. Your Data does not include any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.

Part B: Holder as a Service

23. The HaaS Services

23.1 We will provide the HaaS Platform, with HaaS Manager, for each of your Brands, in the edition (Foundations or Enterprise) and with the add-ons set out in the Order Form.

23.2 The HaaS Platform enables you to meet your CDR Obligations as a data holder by giving CDR Consumers access to their CDR Data, sharing it securely with Accredited Data Recipients at their direction, and managing their consents. We host it in our cloud environment and integrate it with your architecture through your Data Adapter or a HaaS Connector.

23.3 The HaaS Platform:

(a) provides the requirements set out for your edition in the Holder as a Service: Platform functional requirements;

(b) is provided in a production environment, connected to the CDR Register, and in non-production environments for testing, as the Documentation describes for your edition;

(c) complies with the Information Security Requirements and meets the Service Level Agreement;

(d) meets the non-functional requirements of the Data Standards, except where your Customer Data Source or your Data Adapter causes the failure; and

(e) is continuously monitored and maintained, and updated under the Release Management Process.

24. Scope Limits

24.1 The HaaS Platform is provided for your edition as set out in the Holder as a Service: Platform functional requirements, which state which requirements each edition includes and which are add-ons.

24.2 The features, environments and connection methods available to you depend on the edition and add-ons set out in the Order Form. The Documentation describes what each edition includes.

24.3 We are not obliged to add Brands or environments beyond those stated in the Order Form. You may add a Brand by varying the Order Form, at the Additional Brand Fee.

25. Updates

25.1 We will update the HaaS Platform from time to time so that it continues to meet the Data Standards and the CDR Requirements that relate to the CDR Obligations, at no additional charge to you. This does not include changes needed to meet requirements specific to you or your business, which will be subject to a separate written agreement.

25.2 We will also meet any other responsibility that you notify to us in writing and that arises from a change to the CDR Legislation or the CDR Rules, on the terms of clause 25.1.

26. Your Responsibilities for HaaS

26.1 You are responsible for:

(a) your Customer Data Source and any Data Adapter you provide, including keeping them secure, available and compliant with the specifications in the Documentation;

(b) configuring your branding in HaaS Manager and the accuracy of that configuration;

(c) connecting the HaaS Platform to your Customer Data Source using a supported method of connectivity and access credentials described in the Documentation;

(d) providing enough qualified personnel to meet your responsibilities, and managing any of your vendors you need to meet them;

(e) all change management activities, governance and approvals within your environment;

(f) taking all reasonable steps to identify and fix any issue in your environment that affects the operation of the HaaS Platform; and

(g) developing and running your own test plans, and any non-functional testing (such as penetration and performance testing).

27. Compliance Undertaking

27.1 If you are subject to any CDR Requirements, we will perform, and ensure that the HaaS Platform performs, the CDR Obligations, to the extent the Holder as a Service: Platform functional requirements provide for them in your edition.

27.2 Clause 27.1 does not apply to the extent that a failure to perform the CDR Obligations is caused by:

(a) your breach of your responsibilities in clause 5 or clause 26;

(b) your use of the Services otherwise than in accordance with this Agreement and the Documentation, or your modification of the Services; or

(c) your use of the Services beyond the Scope Limits.

27.3 We are not responsible for any failure to meet the CDR Requirements to the extent that failure is caused by your Customer Data Source, your Data Adapter, your breach of this Agreement, or a third party that we have not engaged.

27.4 If no CDR Requirements apply to you (for example, because you participate voluntarily), clause 27.1 applies only to the extent you have elected to use the Services as if they did.

28. HaaS Warranty

28.1 We warrant that the HaaS Platform will function in accordance with the specifications in the Data Standards, but you acknowledge that the Services are of a complicated and technical nature and may have minor defects. During the Term, we will repair or replace the HaaS Platform, at our cost, to correct documented errors which are caused by a defect in an unaltered version of the HaaS Platform. In this clause, "minor defect" does not include a defect that affects your ability to comply with the CDR Obligations.

28.2 You warrant that Your Data will not cause a breach of the CDR Rules.

29. Active Customers

29.1 The Active Customer fee is charged for each Active Customer above the number included in the Order Form. Active Customers are counted separately for each Brand, from the sharing arrangements recorded in the HaaS Platform, and charged monthly in arrears.

30. Transition Out

30.1 Clause 17 applies to HaaS. The consents we give you under clause 17.1(b) cover every Brand.

Part C: Product Manager

31. The Product Manager Services

31.1 We will provide Product Manager in the edition (Starter or Enterprise) and for the Brands set out in the Order Form.

31.2 Product Manager:

(a) meets the requirements of the CDR Rules and the Data Standards for product reference data, as set out for your edition in the Holder as a Service: Product Manager functional requirements, which also set out the Scope Limits of each edition;

(b) is provided as a single, single sign-on enabled installation at https://pm.biza.au;

(c) complies with the Information Security Requirements and, for the Enterprise edition, meets the Service Level Agreement;

(d) meets the non-functional requirements of the Data Standards; and

(e) is continuously monitored and maintained, and updated under the Release Management Process.

31.3 Product Manager Starter is supported through a knowledge base and by email, with no service levels, as described in the Documentation.

32. Updates

32.1 We will update Product Manager from time to time so that it continues to meet the Data Standards for product reference data, at no additional charge to you. This does not include changes needed to meet requirements specific to you or your business, which will be subject to a separate written agreement.

33. Your Responsibilities for Product Manager

33.1 You are responsible for the product information you enter in Product Manager and for its accuracy.

34. Product Manager Warranty

34.1 We warrant that Product Manager will function in accordance with the specifications in the Data Standards, but you acknowledge that the Services are of a complicated and technical nature and may have minor defects. During the Term, we will repair or replace Product Manager, at our cost, to correct documented errors which are caused by a defect in an unaltered version of Product Manager. In this clause, "minor defect" does not include a defect that affects your ability to comply with the CDR Obligations.

Part D: Open Gateway

35. The Open Gateway Services

35.1 We will provide Open Gateway for each Software Product set out in the Order Form, for each sector permitted under the CDR Rules.

35.2 Open Gateway:

(a) provides the requirements set out in the Open Gateway functional requirements;

(b) complies with the Information Security Requirements and meets the Service Level Agreement; and

(c) is updated under the Release Management Process, including with new capabilities and sectors where permitted.

35.3 We are responsible for all change management activities, governance and approvals within the Open Gateway environment.

35.4 We will use reasonable endeavours to meet any other responsibility you notify to us in writing that arises from a change to the CDR Legislation or the CDR Rules.

36. CDR Representative Option

36.1 If the Order Form selects the CDR Representative option for a Software Product, we, as an Accredited Data Recipient, appoint you as our CDR representative for that Software Product, and the CDR Representative Provisions apply. Your appointment is exclusive to us, and you must not be appointed as a CDR representative of, or enter into any similar arrangement with, any other Accredited Data Recipient.

36.2 If the Order Form does not select the CDR Representative option, you use Open Gateway as an Accredited Data Recipient in your own right, and we provide Open Gateway to you as your outsourced service provider under the CDR Rules.

36.3 We may end the CDR Representative option on written notice if you fail to comply with the CDR Rules or any other relevant legal obligation, as set out in the CDR Representative Provisions. Ending the option may include stopping the CDR services provided under it immediately.

37. Your Responsibilities for Open Gateway

37.1 You are responsible for:

(a) providing the assistance of your Personnel at our reasonable direction;

(b) complying with the CDR Rules, including those that apply to CDR representatives;

(c) giving us accurate and complete information so that we can perform our duties as your CDR representative principal;

(d) telling us promptly of any change in circumstances that may affect compliance with the CDR Rules;

(e) all change management activities, governance and approvals within your environment, and taking all reasonable steps to identify and fix any issue in your environment that affects the operation of Open Gateway;

(f) developing and running your own test plans, non-functional testing (such as penetration and performance testing) and user acceptance testing; and

(g) every reporting requirement that applies to you as a CDR representative.

38. Open Gateway Warranty

38.1 We warrant that Open Gateway will function in accordance with the specifications in the Data Standards, but you acknowledge that Open Gateway is of a complicated and technical nature and may have minor defects. During the Term, we will repair or replace Open Gateway, at our cost, to correct documented errors which are caused by a defect in an unaltered version of Open Gateway. In this clause, "minor defect" does not include a defect that affects your ability to comply with the CDR Obligations.

38.2 Where the CDR Representative option applies, we warrant that Open Gateway will adhere to the CDR Representative Provisions, and you warrant that your activity will not breach the CDR Rules and will comply with the CDR Representative Provisions.

39. Data Sources

39.1 Subject to your Consumer Law Rights, we make no representation about the accuracy or availability of any data source accessed through Open Gateway, or that the systems accessed through Open Gateway will be

available uninterrupted or error-free. We are not liable for your use of CDR Data in your Software Products.

40. Indemnity

40.1 Each Party indemnifies the other against any third party claim arising from a security breach that results in the disclosure of CDR Data to an unauthorised third party, to the extent the breach results from the indemnifying Party's failure to follow the CDR Representative Provisions.

40.2 You indemnify us against any third party claim arising from your actual or alleged failure to comply with the CDR Representative Provisions or the CDR Requirements.

40.3 Clause 19 applies to each indemnity in this clause 40, and clause 20.2 applies to the conduct of each claim under it.

41. Recipient Customers

41.1 The Recipient Customer fee is charged for each Recipient Customer, monthly in arrears.

42. Transition Out

42.1 Clause 17 applies to Open Gateway. The consents we give you under clause 17.1(b) cover every Software Product.

Part E: Verification Test Suite

43. The Verification Test Suite

43.1 We will provide the Verification Test Suite, hosted by us, so that you can test and validate the behaviour and data quality of your Brands, in non-production and in production. It lets you establish sharing arrangements and navigate the CDR APIs, through a graphical interface, against a non-production register equivalent to the CDR Register and against the CDR Register.

43.2 Non-production access includes:

(a) access to the Verification Test Suite in non-production for each Named User (Non-Production);

(b) your Brands; and

(c) unlimited data holder personas, as your HaaS Platform presents them.

43.3 Production access includes:

(a) access to the Verification Test Suite in production for each Named User (Production);

(b) your Brands; and

(c) unlimited data holder personas, as your HaaS Platform presents them.

43.4 You may not access or test any data holder brand other than your Brands.

43.5 The Verification Test Suite:

(a) provides the requirements set out in the Verification Test Suite functional requirements;

(b) complies with the Information Security Requirements and meets the Service Level Agreement; and

(c) is continuously monitored and maintained, and updated under the Release Management Process so that it stays aligned with the Data Standards.

44. Named Users

44.1 You request your Named Users through the Biza Service Desk. You may change your Named Users no more than once a month.

44.2 You may add Named Users by varying the Order Form.

45. Test Data

45.1 You must treat all data used in the Verification Test Suite as CDR Data, and obtain CDR Data solely and strictly for the purpose of testing your Brands.

45.2 You must take the steps required under Schedule 2 of the CDR Rules to protect any CDR Data, including by:

(a) having a formal governance framework for managing information security risks relating to CDR Data;

(b) having procedures and practices in place to detect, record and respond to information security events as soon as practicable;

(c) complying with the privacy safeguards, as the OAIC Privacy Safeguard Guidelines explain them, including Privacy Safeguards 2, 4, 8, 9, 11, 12 and 13 (anonymity and pseudonymity, unsolicited data, overseas disclosure, government identifiers, quality of data, security of data and redundant data, and correction of data); and

(d) not using, accessing, storing or disclosing the CDR Data other than in accordance with the CDR Rules.

46. Your Responsibilities for the Verification Test Suite

46.1 You are responsible for providing the assistance of your Personnel at our reasonable direction, taking all reasonable steps to identify and fix any issue in your environment that affects the operation of the Verification Test Suite, and any functional or non-functional testing (such as penetration and performance testing) you require.

Part F: HaaS Connectors

47. The HaaS Connectors

47.1 We will provide each HaaS Connector set out in the Order Form. We host and operate every HaaS Connector. HaaS Connectors are provided with the Enterprise edition of HaaS.

47.2 Each HaaS Connector is a Data Adapter that we provide, and provides the requirements set out in its functional requirements: HaaS: Connector for UniVerse, DSaaS: Flux Federation and DSaaS: Flux Federation Hosting, HaaS: Connector for DB, and HaaS: Date Horizon Aggregator.

47.3 For the Brands a HaaS Connector serves, the HaaS Connector takes the place of a Data Adapter you would otherwise provide under clause 26.1(a). You remain responsible for your Customer Data Source, and for the information and access each HaaS Connector's functional requirements and Documentation say you provide.

47.4 For clause 27, a HaaS Connector is part of the Services, not your Data Adapter.

48. HaaS Connector for Universe

48.1 HCU connects a UniVerse database configured for the Ultracs data structures to the HaaS Platform. It includes:

(a) an endpoint meeting the Data Adapter specification and minimum requirements in the Documentation, maintained in line with HaaS releases;

(b) mappings from CDR attributes to Ultracs attributes, maintained in line with the Data Standards release cycle; and

(c) the link between Product Manager product details and Ultracs product identifiers for account information.

48.2 HCU reaches your UniVerse database through the HCU Gateway, which you deploy and run in your own Azure environment.

48.3 We host and operate HCU, including the associated cloud infrastructure, and connect to the HCU Gateway over Azure Private Link or AWS PrivateLink. We deploy each HCU release under the Release Management Process.

48.4 We provide each HCU Gateway release with its Release Notes and, where it needs a change on your side, an upgrade guide. You install each HCU Gateway release yourself, and you must run an HCU Gateway release that meets the minimum stated in the HCU Release Notes.

49. DSaaS:Flux

49.1 DSaaS:Flux collects CDR Data from your Flux Federation billing system and serves it to the HaaS Platform. We host and operate it in our cloud environment. You do not install, host or upgrade it.

49.2 You provide the credentials, connectivity, Brand details and data in Flux Federation set out in the DSaaS:Flux functional requirements, and a destination for its logs.

49.3 Except for security updates, we deploy a DSaaS:Flux release only with your written approval, as the Release Management Process provides.

49.4 For clause 9.4, you grant us the right to collect, copy, store, cache and refresh the CDR Data that DSaaS:Flux collects from Flux Federation, to serve it to the HaaS Platform, while you have an account with us (and during the Exit Period).

50. HaaS Connector for DB

50.1 HCDB serves CDR Data that we have imported into a database we host. We host and operate HCDB, and run each import.

50.2 You provide the data to import, in the form and with the identifiers described in the Documentation, and you are responsible for its accuracy.

50.3 For clause 9.4, you grant us the right to store, copy and back up the data we import into HCDB, to serve it to the HaaS Platform, while you have an account with us (and during the Exit Period).

51. Date Horizon Aggregator

51.1 DHA presents your current Data Adapter and your migrated history in HCDB to the HaaS Platform as one Data Adapter. We host and operate DHA.

51.2 You provide your current Data Adapter and the identifiers for your migrated data, as set out in the DHA functional requirements, and you are responsible for your current Data Adapter's responses.

Part G: Implementation and Professional Services

52. Implementation Services

52.1 We will provide the Implementation Services for each product set out in the Order Form, for its fixed Implementation Fee. Each Implementation Fee covers the scope set out in the Order Form.

52.2 We deliver the Implementation Services using the Implementation Tool. The tasks and timelines in the Implementation Tool are indicative only and may change.

52.3 The Implementation Services for each product, and their scope, are set out in the Order Form.

52.4 The Implementation Services do not include custom development of the Consumer Dashboard or consent flow, documentation other than the Documentation, hypercare (dedicated Biza resources for an agreed number of consecutive Business Days) or work outside business hours. We provide them, if you ask, under clause 4.2.

53. Your Responsibilities for Implementation

53.1 You are responsible for:

(a) providing enough qualified personnel to meet your responsibilities, including the people who will administer each product;

(b) connecting the Services to your Customer Data Source using a supported method described in the Documentation;

(c) completing your tasks in the Implementation Tool, including building your Data Adapter to the specifications in the Documentation;

(d) managing any of your vendors you need to meet the indicative timeline in the Implementation Tool;

(e) all change management activities, governance and approvals within your environment, and taking all reasonable steps to identify and fix any issue in your environment that affects the Services; and

(f) developing and running your own test plans, and any non-functional testing (such as penetration and performance testing).

54. Completion

54.1 The Implementation Services for a product are complete when we have delivered the deliverables set out for that product in the Order Form or, for HaaS, when every Brand set out in the Order Form is live on the CDR Register or we have made the HaaS Platform available to you in production for every Brand and told you so in writing, whichever happens first.

54.2 If you do not tell us of any material non-conformity within 10 Business Days of completion, the Implementation Services are taken to be complete, but we will fix any material non-conformity that you notify to us. Dates that depend on third parties, including the ACCC, are estimates only.

55. Professional Services

55.1 We will provide the Professional Services described in the Order Form, at the price in our quote attached to or referenced by the Order Form.

55.2 Unless the Order Form says otherwise:

(a) documentation deliverables are published in the Documentation, or in another form we agree, and we provide one round of review with you if you ask;

(b) we provide a Customer Success Manager and an Account Manager to coordinate our resources and act as your key contacts;

(c) the deliverables are not subject to acceptance;

(d) we are responsible for change management within our environment, and you are responsible for change management within yours; and

(e) our people work within standard Australian business hours (AEST or AEDT). Hypercare and work outside those hours are charged under clause 4.2.

55.3 You are responsible for:

(a) your own project management, governance and associated documentation;

(b) naming a representative with enough availability to manage your side of the project and act as our main point of contact, a project sponsor for escalation and endorsement, and the technical and business experts who provide input on your data requirements and business processes;

(c) making those people available and engaged at our reasonable direction; and

(d) developing and running your own test plans, non-functional testing (such as penetration and performance testing) and user acceptance testing.

55.4 If you do not meet your responsibilities and that causes extra work or extends the project, or you ask for changes to the Professional Services, clause 4 applies.