

Information

The Customer's use of the Licensed Software is subject to the following terms:

1. Definitions

- (a) **'Authorised Purpose'** means use of the Services (including Licensed Software) to help discover, analyse, visualise, manage, migrate and automate compliance and governance across Customer's chosen information repositories.
- (b) **'Authorised User'** means an individual natural person user who is an employee or direct contractor of Customer, and is authorised by the Customer to use the EncompaaS Service through the relevant Customer account but must not include any contractor who is, or is engaged by, a competitor of Information or EncompaaS.
- (c) **'Azure Subscription Service'** means Microsoft's cloud-based technology subscription service that the EncompaaS Service is powered by and delivered on.
- (d) **'EncompaaS Service'** means the software and services made available as a software-as-a-service for the Authorised Purpose, comprising the EncompaaS IP and Third Party IP and delivered over the Azure Subscription Service. For the avoidance of doubt, EncompaaS Service includes the EncompaaS Configured Service which has been configured for a Customer.
- (e) **'EncompaaS IP'** means any intellectual property rights related (either directly or indirectly) to all any and all portions of the EncompaaS Service or Documentation owned by EncompaaS or Information which meets the definition of Pre-Existing IP (as set out in the Contract).
- (f) **'Documentation'** means any manuals, instructions or other documents or materials that EncompaaS generally provides or makes available to its customers, including without limitation those that describe the functionality, components, features or requirements of the Services, or their installation, configuration, integration, operation, use, support or maintenance, and knowledge base, and which as at the date of this Contract are made available in Zendesk (an online help portal).
- (g) **'Personal Data'** has the meaning given to "Personal Information" in the *Privacy and Data Protection Act 2014* (Vic).
- (h) **'Promotional Materials'** means all collateral marketing materials associated with the EncompaaS Service that is provided by EncompaaS to the Customer in the course of providing the Services or EncompaaS Service.

- (i) **'Supplier IP'** means the EncompasS IP, the Supplier's pre-existing intellectual property rights and Third Party IP.
- (j) **'Third Party IP'** means any third party and open-source intellectual property rights.

2. Encryption with Customer Key.

The Customer is responsible for end user authentication, data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key where:

- (a) the key was created or maintained solely by the Customer; or
- (b) unavailability is caused by an act or omission of the Customer or any Authorised User (unless that act occurred because of the actions of Information).

3. Limitations.

The Customer agrees not to do any of the following, or assist, suffer or allow any other person or entity (including any of its Authorised Users) to do the same:

- (a) modify, copy or create derivative works, translate, reverse engineer, decompile, or otherwise reduce to a human-readable form any technology contained within the EncompaaS Service;
- (b) copy the EncompaaS Service's features or user interface;
- (c) use the EncompaaS Service for purposes of product evaluation, benchmarking or other comparative analysis intended for publication or other disclosure (except internally within the Customer's business, including to their respective Boards of Directors) without Information's prior written consent;
- (d) access the EncompaaS Service for the purpose of building or providing, or assisting any other person or entity to build or otherwise provide, a competitive product or service;
- (e) permit access to the EncompaaS Service by a competitor of EncompaaS (without Information's prior written consent);
- (f) make the EncompaaS Service available to third parties as one or more bundled or value-added products or services without the express written consent of Information;
- (g) authorise any company or entity to resell the EncompaaS Service (e.g. as a sub-distributor) without Information's prior written consent;
- (h) represent itself as an agent of Information, commit Information to any contracts or incur any obligation or liability whatsoever on behalf of Information for any purpose;

- (i) make any verbal or written representations or warranties relating in or to the EncompaaS Service without the express written consent of Information;
- (j) sell or license, or distribute in any manner, directly or indirectly, to third parties any software product or service that Information reasonably considers to be competitive with the EncompaaS Service;
- (k) distribute the EncompaaS Service via any third party (including without limitation any application service provider or distributor) without the express written consent of Information;
- (l) use the EncompaaS Service or Promotional Materials in any manner or for any purpose not specifically authorised or permitted by this Contract;
- (m) remove, delete, add to, alter or obscure the terms and conditions, or any notice or documentation incorporated in or included with the EncompaaS Service without written agreement from Information;
- (n) send unsolicited messages to any person who has not affirmatively consented to such receipt (and has not subsequently withdrawn such consent);
- (o) store or communicate defamatory, infringing, fraudulent, malicious or otherwise unlawful content;
- (p) gain unauthorised access to, or disrupt the integrity or performance of, the EncompaaS Service or the data contained therein;
- (q) conduct load testing, penetration tests, port scans, vulnerability assessments or other similar performance or security testing, except with prior written approval from, and in any event always in co-ordination with Information. The results of testing activities shall be deemed confidential information of Information, but may be shared with the Customer's relevant Regulators on a strictly confidential basis unless otherwise required by law;
- (r) allow multiple users to directly or indirectly access any Services or EncompaaS Service feature that is made available on a per user basis; or
- (s) use the Services or the EncompaaS Service:
 - (1) in a way prohibited by law;
 - (2) to violate the rights of others;
 - (3) to try to gain unauthorised access to or disrupt the Services, the EncompaaS Service or any other service, device, data, account or network;

- (4) to spam or distribute harmful code; or
- (5) in a way that could harm or otherwise impair the Services, the EncompaaS Service, or anyone else's use of it.

4. EncompaaS Service.

The Customer may need to install certain elements of the EncompaaS Service in order to use the EncompaaS Service connectors for some on-premise systems. If so, during the Term, the Customer may install and use the EncompaaS Service only for use with the EncompaaS Service. The Customer must uninstall the EncompaaS Service when the right to use the EncompaaS Service ends.

5. Feedback.

Information is not subject to any confidentiality obligations in respect to the Feedback and Information may freely use Feedback without any restrictions.

6. Azure Subscription Service

In order to use the EncompaaS Service, the Customer must utilise the Azure Subscription Service.

If Customer elects to utilise its own Azure Subscription Service, Customer will:

- (a) permit Information to access and use the Azure Subscription Service in connection with the use of the EncompaaS Service to establish, configure and provision periodic updates for the Azure Subscription Service;
- (b) be responsible for managing the Azure Subscription Service; and
- (c) notify Information when the Customer receives any notification from Microsoft regarding material issues on the Azure Subscription Service (including the infrastructure used to provide it) including in relation to material outages, actual or suspected security breaches and security vulnerabilities and leverage the support process with Information.

7. Customer's responsibility to set rules and policies

It is the responsibility of the Customer to determine the applicable Customer rules and policies which will be implemented within the EncompaaS Service and applied to the Customer's data.