



OneReg Standard Terms and Conditions

Last updated: 2 October 2025

This agreement consists of the terms below and referenced URLs and applicable Order Forms (collectively, the “**Agreement**”). It forms a binding agreement between the OneReg entity set out in the applicable Order Form (the “**Supplier**”) and the entity or person agreeing to these terms (“**Customer**” or “**you**”). The Agreement governs Customer’s access to and use of the Services.

This Agreement takes effect when (a) you click to accept these Terms, (b) you access or use any part of the Services, (c) you sign or accept an Order Form referencing these Terms, or (d) you otherwise agree to it (the “**Effective Date**”).

1. Licence Grant

1.1 Subject to the Customer having executed an Order Form and paid the applicable Fees, and subject to the restrictions in this Agreement, the Supplier grants the Customer a limited, non-exclusive, non-transferable licence (without the right to sublicense) for up to the number of user licences specified in the Order Form, or for the use case set out in the Order Form (collectively the “**Licence Pool**”) to access and use the Services and Documentation during the Subscription Term, solely for the Customer’s internal business purposes. Licences within the Licence Pool may be allocated by the Customer to its personnel from time to time, provided that the total number of active users concurrently accessing the Services does not exceed the Licence Pool.

2. Term

2.1 The Subscription Term for the Services will be set out in each Order Form. Unless the Order Form expressly states otherwise, a Subscription Term will automatically extend for further periods of twelve (12) months at the end of the then-current Subscription Term, unless either party notifies the other in writing at least sixty (60) days before the expiry date that it does not wish to renew.

2.2 Termination of this Agreement will not of itself terminate any Order Form then in effect at the time of termination. Such Order Forms will continue for its Subscription Term and shall continue to be governed by these terms, unless earlier terminated in accordance with this Agreement.



3. Provision of Services

- 3.1 During the Subscription Term, the Supplier will provide the Services and access to the Documentation in accordance with this Agreement and the relevant Order Form.
- 3.2 The Supplier will use commercially reasonable efforts to ensure the Services are available on a 24/7 basis, except for:
 - (a) planned maintenance (which the Supplier will schedule to minimise disruption where reasonably practicable); and
 - (b) emergency or unscheduled maintenance, for which the Supplier will endeavour to provide advance notice where feasible.
- 3.3 The Supplier will provide support services as part of the Services in accordance with its then-current Service Level Agreement. The Supplier may update the Service Level Agreement from time to time, provided the update does not materially reduce the service levels or support commitments applicable during the then-current Subscription Term.
- 3.4 Service credits provided under the Service Level Agreement are the Customer's sole and exclusive remedy for any failure by the Supplier to meet the availability or support service levels described in this clause or the Service Level Agreement.

4. Implementation Assistance and other Professional Services

- 4.1 The Supplier may provide the Customer with Implementation Assistance and other Professional Services as set out in an Order Form.
- 4.2 Implementation Assistance is limited to guidance and configuration support reasonably necessary for the Customer to commence use of the Services. It does not include bespoke or custom development, regulatory advice, or ongoing support beyond the scope of the Services.
- 4.3 The Customer may, from time to time, request additional Professional Services from the Supplier with Fees and scope of work set out in an Order Form.
- 4.4 The terms set out at Schedule 1 govern the provision of all Professional Services, including Implementation Assistance.



5. Data and Privacy

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 The Customer grants the Supplier a worldwide, non-exclusive, royalty-free licence to host, copy, transmit, display, adapt, and otherwise use Customer Data:
 - (a) to provide the Services;
 - (b) to aggregate Customer Data with other customers' data (the "Aggregated Data"), provided it is de-identified in accordance with robust industry-standard techniques and does not identify the Customer or any individual. The Supplier will not attempt to re-identify such data. The Supplier may use and share Aggregated Data for product development and commercialisation purposes;
 - (c) to generate analytics, benchmarking, and statistical insights; and
 - (d) to develop, train, and improve the Services, including any artificial intelligence or machine learning models, provided always that such use does not disclose Customer's identity or identify any individual.
- 5.3 The Customer:
 - (a) is solely responsible for the accuracy, content, and legality of all Customer Data;
 - (b) warrants that it has all rights and consents necessary to submit the Customer Data and to grant the rights in clause 5.1; and
 - (c) is responsible for ensuring its use of the Services, and its submission and use of Customer Data, complies with all applicable laws and regulatory requirements (including aviation and workplace safety obligations).
- 5.4 Personal Data and Sensitive Data:
 - (a) **Roles.** The parties acknowledge that, in respect of any Personal Data comprised in Customer Data, the Customer is the "controller" (or equivalent under applicable law) and the Supplier acts solely as the Customer's "processor."
 - (b) **Customer Responsibilities.** The Customer is solely responsible for:
 - (i) ensuring it has provided all notices and obtained all consents or other lawful bases required by law in relation to the collection, use, disclosure and transfer of Personal Data;
 - (ii) determining the lawful basis on which any Personal Data is processed;



- (iii) ensuring that its use of the Services (including the input of Personal Data into regulatory forms, health and safety reports, or incident records) complies with all applicable privacy, data protection, and aviation safety laws.
- (c) **Supplier Responsibilities.** The Supplier will:
 - (i) process Personal Data only on the documented instructions of the Customer and as required to provide the Services, except where otherwise required by applicable law;
 - (ii) implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - (iii) notify the Customer without undue delay after becoming aware of a Personal Data Breach; and
 - (iv) make available to the Customer information reasonably necessary to demonstrate compliance with this clause and the DPA (if applicable).
- (d) **Sensitive Data.** If the Customer elects to upload or input any “sensitive information” (as defined under the Privacy Act 1988 (Cth), “special categories of data” (as defined under the GDPR) or equivalent classifications under other applicable privacy laws (including health information), the Customer (a) must notify and the Supplier must agree in advance of such processing and (b) the Customer remains solely responsible for ensuring that the collection, input and processing of such data is lawful and appropriately safeguarded under the applicable data protection laws.
- (e) **De-identified and Aggregated Data.** The Supplier may de-identify, anonymise, and aggregate Personal Data and Customer Data for the purposes of analytics, benchmarking, machine learning, product improvement, and regulatory reporting support. The Supplier will not attempt to re-identify such data.
- (f) **Cross-border Transfers.** The Customer consents to the transfer and processing of Personal Data outside the country in which it was collected, provided such transfers comply with applicable law (including use of appropriate safeguards under GDPR or other data transfer frameworks).
- (g) **Precedence.** If applicable, the Data Processing Addendum (“DPA”) forms part of this Agreement and will prevail to the extent of any inconsistency with this clause.

5.5 The Customer warrants that it has obtained and will maintain all notices, consents, and other lawful bases required from data subjects whose Personal Data is included in Customer Data; and its provision of Customer Data and the Supplier’s processing of



Customer Data in accordance with this Agreement will not infringe the rights of any third party or breach any applicable law.

5.6 The Supplier will maintain back-up and recovery arrangements for Customer Data in accordance with its standard back-up policy, as updated from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy is for the Supplier to use commercially reasonable efforts to restore the data from its most recent back-up. The Supplier is not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Customer or any third party (other than the Supplier's authorised subcontractors providing back-up services).

6. **Security and Backup**

6.1 **Supplier obligations.** The Supplier will implement and maintain industry-standard technical and organisational measures designed to protect Customer Data stored within the Services against unauthorised access, loss, or disclosure. The Supplier will follow its documented technical standards and business continuity procedures to detect, respond to and mitigate any material security event within its control.

6.2 The Supplier will notify the Customer without undue delay after becoming aware of any material security event or loss of Customer Data, whether or not involving Personal Data.

6.3 The Supplier must implement and maintain the technical and organisational security measures described in the OneReg Security Manual (as updated by the Supplier from time to time and notified to the Customer). The Supplier will not make any update to the Security Manual that materially reduces the overall level of protection for Customer Data during the then-current Subscription Term.

6.4 **Customer obligations.** The Customer is responsible for configuring and using the Services in a manner that maintains appropriate security and protection of Customer Data, including safeguarding login credentials, managing Authorised Users, and maintaining routine backups of Customer Data not stored within the Services. If the Services include functionality to assist with security or backup, the Customer remains responsible for its own systems and data protection measures outside the Services.

7. **Customer responsibilities**

7.1 The Customer will:

(a) provide the Supplier with all co-operation, information, and access reasonably required for the Supplier to provide the Services, including Customer Data, configuration assistance, and security access details;



- (b) comply with all applicable laws and regulations in connection with its use of the Services;
- (c) obtain and maintain all consents, licences and permissions necessary for the Supplier and its subcontractors to perform the Services;
- (d) ensure that its systems, networks and infrastructure meet the Supplier's minimum requirements as notified from time to time;
- (e) ensure its Authorised Users use strong authentication practices (including two-factor authentication where available), maintain current security controls on their systems, and keep independent back-ups of Customer Data not stored within the Services;
- (f) nominate and keep current a subscription administrator responsible for overall management of its use of the Services and as the Supplier's primary contact, and billing contact responsible for ensuring payment of all Fees; and
- (g) be solely responsible for the legality, reliability, integrity, accuracy and quality of all Customer Data, and for backing up and maintaining copies of Customer Data outside of the Services.

8. Licence restrictions

8.1 Except as expressly permitted under this Agreement or an Order Form, the Customer must not (and must not permit any third party to):

- (a) sell, rent, lease, license, distribute, provide access to, transfer, assign, disclose, or otherwise make the Services or Documentation available to anyone other than Authorised Users;
- (b) use the Services to operate a service bureau or outsourcing arrangement, or to develop or provide any product or service that competes with or substitutes for the Services;
- (c) copy, adapt, translate, create derivative works from, or distribute any part of the Services or Documentation, except as expressly authorised under this Agreement;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive or reconstruct the source code, underlying ideas, or non-public APIs of the Services;
- (e) attempt to gain unauthorised access to the Services or any related systems or networks, or introduce any harmful code into the Services or Supplier's systems.



9. Proprietary rights

- 9.1 The Customer acknowledges that all intellectual property rights in and to the Services and the Documentation are owned by the Supplier or its licensors. Except for the limited rights of access and use expressly granted under this Agreement, no rights, title, or interest in the Services, or Documentation are transferred to the Customer, and all such rights are expressly reserved by the Supplier and its licensors.
- 9.2 The Customer acknowledges that any suggestions, enhancement requests, recommendations, corrections, or other feedback it or its personnel provide in relation to the Services ("Feedback") may be used by the Supplier without restriction. The Customer grants the Supplier a perpetual, irrevocable, worldwide, royalty-free licence to use, copy, modify, and incorporate the Feedback into the Supplier's products and services. For clarity, Feedback does not include Customer Data.
- 9.3 The Customer grants the Supplier a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive licence (with the right to sublicense to the Supplier's Affiliates and subcontractors for the purposes below) to use, copy, adapt, reformat and create derivative works from the Customer Materials for the purposes of: (a) providing the Services and Professional Services to the Customer; and (b) developing, enhancing, standardising and providing the Services, Documentation and generic forms/templates to other customers, provided that the Supplier will not disclose the Customer's identity or Confidential Information in doing so.

10. Telemetry and Usage Data

- 10.1 The Services may include features that collect technical and usage information relating to the Customer's access to and use of the Services ("Usage Data"). Usage Data may include system configuration, performance metrics, feature utilisation, error logs, and similar diagnostic information, but will not include Customer Data.
- 10.2 The Supplier may collect, store, analyse, and use Usage Data for the purposes of:
 - (a) providing, maintaining, and improving the Services;
 - (b) monitoring compliance with this Agreement;
 - (c) producing aggregated or anonymised analytics and insights; and
 - (d) detecting and preventing fraud, misuse, or security threats.
- 10.3 The Supplier may disclose aggregated or anonymised Usage Data publicly or to third parties, provided it does not identify the Customer or its users.



11. Fees and payment

- 11.1 The Customer must pay the Subscription Fees set out in each Order Form, in accordance with the billing frequency specified. Except as expressly provided in this Agreement or an Order Form, all payment obligations are non-cancellable and Subscription Fees are non-refundable.
- 11.2 The Customer must ensure that its use of the Services remains within the scope set out in the applicable Order Form. If Excess Usage occurs, the Customer must promptly purchase the additional quantities at the Supplier's then-current rates as set out in the Order Form or Supplier's then-current price list. Any Excess Usage will be treated as an additional purchase of the relevant Services, and the Supplier will invoice the Customer for such Excess Usage on a true-up basis either (i) within 30 days of identification by the Supplier, or (ii) at the end of each Subscription Term or Renewal Term, whichever occurs earlier. Such amounts will be payable within 30 days of invoice. The Supplier may suspend access to the Services for material Excess Usage that is not promptly remedied or paid for.
- 11.3 The Supplier may adjust its fees (including Subscription Fees and usage-based charges) at the start of any Renewal Term by giving at least 90 days' prior written notice to the Customer. Continued use of the Services after the start of the Renewal Term constitutes acceptance of the updated fees.
- 11.4 Fees are exclusive of all applicable taxes, duties, and government charges, other than taxes on the Supplier's income. The Customer must pay all such amounts in addition to the Fees. If withholding or deduction is required by law, the Customer must gross-up payments so that the Supplier receives the full amount it would have received had no withholding or deduction been made.
- 11.5 Invoices are payable within 30 days of the invoice date. Any overdue amounts will accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, if lower) from the due date until paid in full.

12. Audit Rights

- 12.1 The Supplier may audit the Customer's compliance with this Agreement (including its use of the Services, number of licences, data volumes, and any usage metrics) no more than once per calendar year, or more frequently if the Supplier reasonably suspects misuse or non-compliance. The Supplier may rely on Usage Data as part of any such audit.



12.2 The Customer must provide the Supplier (and its professional advisers) with reasonable access to relevant records, systems, and personnel to enable the audit. The Supplier will bear the costs of any audit, unless the audit identifies a material breach or underpayment, in which case the Customer must promptly reimburse the Supplier's reasonable audit costs and pay all shortfalls identified within 30 days of invoice.

13. Warranties and Disclaimers

13.1 The Supplier warrants that, during the Subscription Term, the Services will materially conform to the specifications set out in the Documentation. This warranty does not apply to:

- (a) trial, beta, or evaluation features;
- (b) issues caused by or attributable to (i) Customer Data, (ii) third-party content, products, or services, or (iii) software or hardware not provided or approved by the Supplier; or
- (c) performance, operation, or security issues caused by factors outside the Supplier's reasonable control.

13.2 If the Services do not conform to the warranty in clause 13.1, and the Customer notifies the Supplier in writing within thirty (30) days of becoming aware of the non-conformity, the Supplier will use reasonable efforts to correct the non-conformity within a reasonable time. If the Supplier is unable to remedy the non-conformity within a reasonable time, either party may terminate the affected Order Form, and the Customer's sole and exclusive remedy will be a refund of any unused Fees prepaid for the affected Services.

13.3 Except as expressly set out in this Agreement, the Services and Documentation and all related deliverables are provided "as is". To the maximum extent permitted by law, the Supplier disclaims all other warranties, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, or non-infringement.

13.4 Nothing in this Agreement excludes any liability of the Supplier that cannot lawfully be excluded, including non-excludable guarantees under applicable law.

14. Regulatory Compliance Disclaimer

14.1 The Services are designed to assist the Customer in the collection, management, and reporting of operational and safety information, including through digitised forms and configurable workflows. The Services include references to, or reproductions of, regulatory



requirements, industry standards, or customer-supplied manuals (collectively, “Reference Materials”).

- 14.2 The Supplier does not warrant or represent that the Reference Materials or any outputs from the Services are complete, current, accurate, or sufficient to satisfy any legal, regulatory, or contractual obligations applicable to the Customer. The Services are a facilitative tool only and do not constitute legal, regulatory, safety, or compliance advice. The Supplier is under no obligation to update the Reference Materials to reflect changes in laws, regulations, or standards.
- 14.3 The Customer remains solely and exclusively responsible for:
 - (a) identifying, understanding, and complying with all laws, regulations, and binding requirements applicable to its operations;
 - (b) ensuring that any forms, reports, or submissions generated or transmitted through the Services meet applicable regulatory requirements and are submitted in the correct form, manner, and timeframe; and
 - (c) verifying that all information entered into the Services, and produced through use of the Services, is accurate, complete, and lawful.
- 14.4 **Non-Delegation of Safety Obligations.** The Customer acknowledges and agrees that all obligations relating to aviation, airline, and airport safety, security, and regulatory compliance remain the sole responsibility of the Customer and cannot be delegated to the Supplier. The Services are provided as a tool to assist the Customer in managing its own obligations, but do not transfer, reduce, or otherwise affect the Customer’s or any third party’s duties of care to its employees, passengers, regulators, or other third parties.
- 14.5 Without limiting clause 14.3, the Customer is solely responsible for obtaining and maintaining any required consents or authorisations from individuals whose personal or health information is included in Customer Data. The Supplier has no liability for any failure by the Customer to obtain such consents or for any unlawful use or disclosure of personal information by the Customer.

15. Indemnity

- 15.1 The Supplier will defend and indemnify the Customer against any claim by a third party that the Services, when used in accordance with this Agreement and the Documentation, infringe any patent, copyright, trade mark, or misappropriate a trade secret in the jurisdiction of use. The Supplier will indemnify the Customer against any damages and costs finally awarded, or agreed in settlement by the Supplier, arising from such a claim, provided that:



- (a) the Customer promptly notifies the Supplier of the claim;
- (b) the Customer does not admit liability, settle, or compromise the claim, and provides reasonable cooperation at the Supplier's expense; and
- (c) the Supplier has sole authority to defend and settle the claim.

15.2 If such a claim arises, the Supplier may, at its option:

- (a) procure for the Customer the continued right to use the Services;
- (b) modify or replace the Services so they become non-infringing and materially equivalent; or
- (c) terminate the affected Order Form on written notice and refund any prepaid, unused Fees.

15.3 The Supplier's obligations under this clause do not apply to the extent a claim arises from:

- (a) modification of the Services other than by the Supplier;
- (b) the combination of the Services with any product, service, or process not provided by the Supplier;
- (c) use of the Services contrary to this Agreement or the Documentation; or
- (d) Customer Data, or any deliverables, materials, or components not provided by the Supplier.

15.4 This clause states the Customer's sole and exclusive remedy for third-party intellectual property infringement.

15.5 The Customer will defend, indemnify and hold harmless the Supplier, its Affiliates and their respective officers, directors, employees and agents from and against any and all losses, damages, liabilities, settlements, costs and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim, demand, suit, action or proceeding to the extent caused by:

- (a) Customer Data, including its collection, submission, storage, use, disclosure, accuracy, content, or legality;
- (b) the Customer's failure to obtain or maintain any required consents, authorisations, or lawful basis for the collection, processing, or disclosure of Customer Data (including any personal or health information);
- (c) the Customer's breach of its obligations under this Agreement relating to Customer Data, privacy, or regulatory compliance;



- (d) any materials supplied by the Customer;
- (e) any product or service offered by the Customer that is used with the Services; or
- (f) the Customer's or any Authorised User's use of the Services or Documentation in breach of this Agreement, the Order Form, the licence restrictions, or applicable law.

16. Limitation of liability

- 16.1 Except for the exclusions set out in clause 16.3, neither party will be liable to the other for any loss of profits, loss of revenue, loss of savings, loss of data, loss of goodwill, or for any indirect, consequential, incidental, special, or punitive damages, even if advised of the possibility of such damages.
- 16.2 Subject to clause 16.3, each party's total aggregate liability to the other arising out of or in connection with this Agreement will not exceed the total Fees paid or payable by the Customer for the Services under the relevant Order Form during the twelve (12) months immediately preceding the event giving rise to the claim. Each Order Form is treated as a separate and severable contract for this purpose.
- 16.3 The above exclusions and limitations do not apply to liability arising from:
 - (a) a party's indemnification obligations under this Agreement;
 - (b) death or personal injury caused by a party's negligence;
 - (c) a party's fraud or wilful misconduct; or
 - (d) the Customer's breach of the licence restrictions or scope of use set out in this Agreement.

17. Confidentiality

- 17.1 Each Receiving Party will use the same degree of care it uses to protect its own confidential information (and no less than reasonable care) to:
 - (a) not use any Confidential Information of the other party ("Disclosing Party") except as necessary to perform or exercise rights under this Agreement; and
 - (b) restrict access to such Confidential Information to those of its employees, contractors and advisers who need access for that purpose, are bound by confidentiality obligations no less protective than those in this Agreement, and for whom the Receiving Party remains responsible.



- 17.2 If the Receiving Party is required by law, regulation or court order to disclose the Disclosing Party's Confidential Information, it will, to the extent legally permitted, provide advance written notice and reasonably cooperate with the Disclosing Party's efforts to seek protective treatment.
- 17.3 If required by law, regulation, or court order, or (where applicable) under any "Right to Information," "Freedom of Information," or equivalent access-to-information legislation, the Receiving Party may disclose Confidential Information, provided that, to the extent legally permitted, it gives advance notice to the Disclosing Party and reasonably cooperates with the Disclosing Party's efforts to seek protective treatment.
- 17.4 The Receiving Party acknowledges that unauthorised use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and that the Disclosing Party is entitled to seek injunctive or equitable relief in addition to other legal remedies.
- 17.5 All Confidential Information remains the property of the Disclosing Party.

18. Termination and Suspension

- 18.1 **Termination for Breach.** Each party may terminate this Agreement or any Order Form with written notice if:
 - (a) the other party commits a material breach and fails to cure it within thirty (30) days of receiving written notice to do so; or
 - (b) the other party ceases business operations in the ordinary course without a successor or becomes subject to bankruptcy or insolvency proceedings that are not dismissed within sixty (60) days.,
- 18.2 **Expiry if No Order Forms.** This Agreement automatically expires if no Order Form remains in effect.
- 18.3 **Effect of Termination.** Upon termination or expiration of this Agreement or any Order Form:
 - (a) all rights and licences granted under the terminated Agreement or Order Form will immediately end, and the Customer (including its Users and contractors) must stop all access to and use of the Services, Documentation and any related materials, except as strictly required to exercise the Customer's right to retrieve Customer Data under clause 18.4;



- (b) the Supplier's obligations to provide the Services immediately cease, except as required to support the Customer's right to retrieve Customer Data;
- (c) the Customer must pay all Fees due up to the date of termination (except where Customer terminates under clause 18.1(a), in which case prepaid Fees for unused Services will be refunded);
- (d) each party must use reasonable efforts to destroy all Confidential Information of the other in its possession within ten (10) days, retaining only one archival copy to comply with this Agreement; and
- (e) clauses that by their nature should survive (including Intellectual Property, Confidentiality, Fees and Payment, Indemnities, Limitation of Liability, and General Terms) will continue in effect.

18.4 **Customer Data Retrieval.** Following termination or expiration of the Subscription Term, the Customer will have up to thirty (30) days to access the Services solely to retrieve Customer Data. Thereafter, if requested in writing and provided all Fees are paid, the Supplier will securely store the latest version of the Customer Data for up to six (6) months and make it available if the Customer reactivates its subscription. After this period, the Supplier may delete all Customer Data in accordance with its standard processes

18.5 **Suspension.** The Supplier may suspend the Services or part of the Services to a user or users immediately by written notice if:

- (a) any undisputed Fees are sixty (60) days or more overdue;
- (b) the Customer materially breaches this Agreement and fails to cure promptly after notice;
- (c) suspension is reasonably necessary to prevent material harm to the Services, the Supplier, or other customers (including in response to denial-of-service attacks, mail flooding, or other external disruptions); or
- (d) suspension is required by law or a governmental authority.

The Supplier will lift the suspension as soon as reasonably practicable once the cause is resolved.

19. **Force majeure**

19.1 Neither party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control ("Force Majeure Event"). Customer's obligation to pay Fees is not excused by a Force Majeure Event. The affected



party will be entitled to a reasonable extension of time for performance of its obligations. If the period of delay or non-performance continues for more than sixty (60) days, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected party.

20. General Terms

- 20.1 **AI Features.** Use of any AI Features within the Services is further governed by the AI Schedule, which forms part of this Agreement.
- 20.2 **Notices.** All notices must be in writing (in English) and sent by email: (a) for Supplier, to legal@onereg.com, unless otherwise stated; and (b) for Customer, the Legal Notice Contact listed in the Work Order/Order Form or to the administrator email configured in the Service. Notices are deemed received on the next Business Day if no bounce-back is received. Either party may update its notice email address by giving notice under this clause.
- 20.3 **Amendments.** Except as expressly permitted under this Agreement, any amendment must be in writing and signed by both parties.
- 20.4 **Order of Precedence.** If there is any conflict or inconsistency between the documents forming part of this Agreement, the following order of precedence applies (in descending order):
 - (a) the Order Form;
 - (b) these Terms (including any schedules and addenda);
 - (c) the Service Level Agreement (SLA); and
 - (d) the Documentation.
- 20.5 **Updates.** Supplier may update these Terms from time to time by posting the updated version on its website. Non-material updates (including administrative or editorial changes, or those introducing new functionality) take effect immediately upon posting. Updates required by applicable law or regulation will also take effect immediately. All other material updates will take effect thirty (30) days after notice to Customer (by email or through the Services). If Customer does not agree to a material update, it may terminate the Agreement by written notice before the effective date, in which case Supplier will provide a pro-rata refund of any prepaid Fees for the unused portion of the Subscription Term. Customer's continued use of the Services after the effective date of any update constitutes acceptance of the updated Terms.



20.6 **Relationship.** The parties are independent contractors; nothing creates an agency, partnership, or joint venture.

20.7 **Assignment.** Customer may not assign or transfer this Agreement without Supplier's consent. Either party may assign to an Affiliate, successor by merger, or purchaser of substantially all assets, provided the assignee assumes all obligations. This Agreement binds and benefits successors and permitted assigns.

20.8 **Waiver.** No failure or delay in exercising rights constitutes a waiver. Any waiver must be in writing.

20.9 **Severability.** If any provision is held invalid, the remainder remains in force.

20.10 **Entire Agreement.** This Agreement is the complete and exclusive statement of the parties' understanding, superseding all prior agreements relating to its subject matter.

20.11 **Dispute Resolution; Governing Law; Jurisdiction.** The parties will use reasonable efforts to resolve any dispute through good faith discussions. If the dispute is not resolved within thirty (30) days of notice of dispute, either party may refer it to mediation conducted under the rules of the Resolution Institute Mediation Rules (or any replacement rules agreed by the parties), or such other mediation rules as the parties may agree in writing. Mediation will take place virtually or in the jurisdiction stated in the applicable Order Form, unless otherwise agreed.

20.12 If the dispute is not resolved within thirty (30) days after the commencement of mediation, it will be finally resolved by binding arbitration as follows:

Contracting OneReg Entity	Governing Law	Seat and Rules of Arbitration
OneReg Limited	Laws of New Zealand	Arbitration in New Zealand under the <i>Arbitration Act 1996 (NZ)</i> by a single arbitrator agreed by the parties, or failing agreement, appointed by the President of the New Zealand Law Society.
OneReg Limited represented by its branch office in Australia	Laws of New South Wales, Australia	Arbitration in Sydney, New South Wales under the <i>Commercial Arbitration Act 2010 (NSW)</i> by a single arbitrator agreed by the parties, or failing agreement, appointed by the President of the Law Society of New South Wales.



OneReg UK Limited	Laws of England and Wales	Arbitration in London under the <i>LCIA Rules</i> by a single arbitrator appointed in accordance with those Rules.
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20.13 Judgment on an arbitral award may be entered in any court of competent jurisdiction for enforcement purposes. Except for enforcement or injunctive relief, no party may bring court proceedings concerning any dispute.

21. Interpretation

21.1 The following definitions apply in this agreement:

AI Features means functionality within the Services that uses artificial intelligence or machine learning models to generate or assist with content, insights, recommendations, or other outputs.

AI Outputs means any text, code, image, analysis, or other material generated or returned by the AI Features.

Authorised Users means the employees, contractors, and other individual personnel authorised by the Customer to access and use the Services under this Agreement, solely for the Customer's internal business purposes and in compliance with the terms of this Agreement. Each Authorised User must be allocated a unique login credential and may not share their access with any other person.

Business Day means a day other than a Saturday, Sunday or public holiday in the jurisdiction of the OneReg entity stated on the Order Form.

Change of Control: means, with respect to a party (a) the acquisition of beneficial ownership, whether directly or indirectly, of more than 50% of the voting securities or ownership interests of that party; or (b) the ability, whether through ownership, contract or otherwise, to direct the management and policies of that party. "Control" and "Controlled" will be interpreted consistently with the above.

Confidential Information means any non-public information disclosed by one party (Disclosing Party) to the other (Receiving Party) in connection with this Agreement, in any form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is lawfully received by the Receiving Party from a third party without restriction on disclosure; or (d) is independently developed



by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Customer Data means all data, information, and content (including Personal Data) that the Customer or its Authorised Users submit to the Services, or that the Supplier submits on the Customer's behalf in connection with the Services, together with any data generated from such submissions that remains identifiable to the Customer or an individual.

Customer Materials means any forms, templates, checklists, workflows, standard operating procedures, question sets and similar materials (and any associated text, schema or structure) that the Customer provides or makes available to the Supplier (whether via the Services or in connection with any Professional Services), excluding Customer Data and Personal Data.

Data Processing Addendum (DPA) means the Supplier's data processing addendum (if executed by the parties) that forms part of this Agreement.

Documentation means Supplier's then-current usage guides, onboarding materials, specifications, and online help documents made generally available for the Services.

Excess Usage means any use of the Services by the Customer or its Authorised Users that exceeds the scope set out in the applicable Order Form, including (without limitation) the Licence Pool, permitted data volumes, or other usage metrics.

Fees means all fees and charges payable by the Customer to the Supplier under this Agreement or an Order Form, including Subscription Fees, usage-based charges, and any other agreed amounts.

Implementation Assistance means the assistance provided by the Supplier to support the initial configuration and set-up of the Services.

Professional Services means any consulting services provided by the Supplier to the Customer, and includes Implementation Assistance.

Renewal Term means each successive twelve (12) month extension of the Subscription Term (or such other period specified in the applicable Order Form) in accordance with this Agreement.

Services means the hosted software-as-a-service offerings made available by the Supplier to the Customer under this Agreement, as described in the applicable Documentation and Order Form, including any updates or enhancements provided by the Supplier from time to time. "Services" does not include the Implementation Assistance or other Professional Services.



Service Level Agreement (SLA) means the service level agreement at <https://resources.onereg.com/legal/onereg-service-level-agreement> as updated by Supplier from time to time.

Subscription Fees means the recurring fees payable by the Customer to the Supplier for the Services during the applicable Subscription Term, as specified in the relevant Order Form, and excluding any set-up, implementation, professional services, or excess usage fees unless expressly stated otherwise in the Order Form.

Subscription Term means the duration of the Services as set out in each Order Form together with any subsequent renewals.

AI SCHEDULE: USE OF AI FEATURES

1. Access and Controls

- 1.1 The Customer's authorised administrators may enable or disable AI Features through the Service settings, as further described in the Documentation.
- 1.2 Certain AI Features may be subject to additional usage limits, disclosures, or restrictions as set out in the Documentation or applicable Order Form.

2. Third-Party Terms

- 2.1 The Customer acknowledges that certain AI Features are provided through third-party AI model providers such as OpenAI and Anthropic ("AI Model Providers"). The Customer's use of those AI Features is subject to compliance with any applicable terms, policies, or usage guidelines of the relevant AI Model Provider, as notified by the AI Model Provider, the Supplier or set out in the Documentation. The Supplier may update the list of applicable AI Model Providers or their terms from time to time.

3. Use of Customer Data

- 3.1 The Supplier may use Customer Data processed through the AI Features solely for the purpose of providing the Services, including configuration, de-identification, and anonymisation of Customer Data, and (ii) generating AI Outputs requested by the Customer or unless Customer expressly consents to broader use (e.g., to improve or train the Supplier's models).
- 3.2 The Supplier will not use Customer Data submitted to AI Features to train or improve generalised AI models made available to other customers, unless (i) the Customer has provided express opt-in consent, or (ii) the data has first been aggregated or anonymised in a manner that prevents identification of the Customer or any individual.
- 3.3 The Customer remains responsible for ensuring that no prohibited or sensitive data (e.g., regulated health, financial, biometric, or special category personal data) is submitted to AI Features unless expressly agreed in writing.

4. Ownership of Outputs

- 4.1 As between the parties, the Customer owns all right, title, and interest in AI Outputs generated through its use of AI Features, subject to any underlying rights in the Supplier's models and pre-existing materials.
- 4.2 The Customer grants Supplier a non-exclusive licence to use AI Outputs solely to provide, maintain, and improve the Services.

5. AI Output Disclaimer

5.1 The Customer acknowledges that:

- (a) AI Outputs are machine-generated and may be inaccurate, incomplete, misleading, offensive, or otherwise unsuitable;
- (b) AI Features may rely on probabilistic reasoning and large-scale data patterns that cannot be fully verified; and
- (c) the Customer is solely responsible for reviewing, validating, and determining the suitability of AI Outputs before relying on or distributing them.

6. Customer Obligations

6.1 The Customer must not use AI Features to:

- (a) develop or provide competing models or services;
- (b) create, distribute, or promote unlawful, discriminatory, or harmful material;
- (c) attempt to re-identify anonymised data; or
- (d) misrepresent AI Outputs as human-authored where disclosure of AI use is legally required.

6.2 The Customer must comply with all applicable laws, including data protection, consumer protection, and emerging AI regulations (such as the EU AI Act, where applicable).

7. No Warranty; Allocation of Risk

7.1 The Supplier makes no warranty regarding the accuracy, reliability, or suitability of any AI Output.

7.2 AI Features are provided “as is” and subject to the disclaimers in the Agreement. The Supplier does not guarantee uninterrupted availability of AI Features or that all outputs will meet The Customer’s requirements.

8. Suspension or Modification

8.1 The Supplier may suspend, limit, or modify AI Features at any time if reasonably necessary (i) to comply with law, regulation, or government order, (ii) to address misuse or security risks, or (iii) to improve or maintain the Services.

9. Compliance Cooperation

9.1 The Supplier and Customer will reasonably cooperate regarding documentation, disclosures, or technical measures required to comply with applicable AI-specific regulations (including, where relevant, transparency or record-keeping obligations).

Schedule 1 – Professional Services Terms

1. Professional Services

- 1.1 The Supplier will provide the professional or consulting services described in the applicable Order Form (the “Professional Services”), together with any related documentation, reports, or other materials provided as part of those Professional Services (the “Deliverables”).
- 1.2 Each Order Form will specify the scope, duration, Fees, and any assumptions or dependencies for the Professional Services.
- 1.3 If there is any conflict or inconsistency between this Schedule and the Agreement, this Schedule prevails in respect of the Professional Services.

2. Fees and Expenses

- 2.1 The Customer will pay the Fees for Professional Services as set out in the Order Form. Fees are exclusive of taxes, which the Customer must pay in addition, except for taxes on the Supplier’s income.
- 2.2 The Supplier may invoice the Customer for reasonable travel and out-of-pocket expenses incurred in performing the Professional Services, provided such expenses are agreed in advance in writing.

3. Confidentiality

- 3.1 Confidential Information has the meaning given in clause 17 of the Agreement.
- 3.2 Deliverables that incorporate Customer Confidential Information remain Customer Confidential Information, and the Supplier will not re-use or distribute them. Deliverables that are generic templates, know-how, or methodologies do not constitute Customer Confidential Information.
- 3.3 The confidentiality obligations in the Agreement apply equally to Professional Services.

4. Intellectual Property and Rights in Deliverables

- 4.1 Except as expressly set out in this Schedule, nothing in the Professional Services transfers ownership of either party’s pre-existing intellectual property rights.

- 4.2 The Supplier retains all right, title and interest (including intellectual property rights) in and to the Deliverables and any underlying methods, know-how, templates, software, or tools used in providing the Professional Services.
- 4.3 Subject to payment of the applicable Fees, the Supplier grants the Customer a non-exclusive, perpetual, non-transferable licence to use the Deliverables solely for the Customer's internal business purposes in connection with its use of the Services.
- 4.4 The Customer must not sublicense, disclose, or distribute the Deliverables to any third party, except as expressly permitted under the Agreement.
- 4.5 If the Customer provides any Customer Materials for use in connection with the Professional Services, the Customer grants the Supplier the licence set out in clause 9.3 of the main terms. The Supplier will not disclose the Customer's identity or Confidential Information in any generic outputs.

5. Warranties and Disclaimer

- 5.1 The Supplier warrants that it will perform the Professional Services with reasonable skill and care in a professional and workmanlike manner. All Professional services are provided "as is," without warranties or service levels, and do not form part of the Services. Any additional consulting or professional services requested by the Customer will be subject to a separately agreed Order Form.
- 5.2 If the Customer notifies the Supplier in writing of a material breach of the warranty in clause 5.1 within fifteen (15) days of completion of the relevant Professional Services, the Supplier will re-perform the affected Professional Services at no additional charge. This is the Customer's sole and exclusive remedy, and the Supplier's sole obligation, for breach of the warranty in clause 5.1.
- 5.3 Except as expressly provided in this Schedule, all warranties, conditions, and representations are excluded to the maximum extent permitted by law, including any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, or non-infringement.

6. Term and Termination

- 6.1 This Schedule applies for as long as Professional Services are performed under an Order Form, unless terminated earlier in accordance with the Agreement.
- 6.2 Either party may terminate the Professional Services under an Order Form for material breach that is not remedied within thirty (30) days after written notice.

6.3 On termination or expiry of Professional Services, the Customer will pay the Supplier for all Professional Services performed up to the effective date of termination, including work in progress, whether invoiced or not.

7. Limitation of Liability for Professional Services

7.1 The limitations and exclusions of liability in clause 16 of the Agreement apply to Professional Services, except as modified in this clause.

7.2 The Supplier's total aggregate liability arising out of or in connection with the Professional Services under an Order Form (whether in contract, tort, statute, or otherwise) will not exceed the total Fees paid by the Customer for those Professional Services under that Order Form.

7.3 Neither party is liable to the other for indirect, consequential, incidental, special, punitive, or exemplary damages arising out of Professional Services, even if advised of the possibility of such damages.

Schedule 2 - Environmental, Social and Governance

Application

This Schedule forms part of the Agreement. Each party must comply with the obligations set out in this Schedule in connection with the Agreement.

PART A – MODERN SLAVERY

1. Definitions

- 1.1 **Modern Slavery Laws** means all applicable laws, regulations and binding requirements relating to modern slavery, human trafficking, forced or compulsory labour, child labour, servitude and debt bondage, including the *Modern Slavery Act 2015 (UK)*, the *Modern Slavery Act 2018 (Cth)* (Australia), Divisions 270 and 271 of the *Criminal Code Act 1995 (Cth)* (Australia), and any analogous laws in any jurisdiction in which the Supplier or its subcontractors operate or in which any part of the Services is performed or goods or services are procured.
- 1.2 **Modern Slavery Policy** means either (a) the Customer's modern slavery policy notified to the Supplier from time to time; or (b) the Supplier's modern slavery policy, provided it is no less protective than the Customer's equivalent policy.

2. Core Compliance Obligations

- 2.1 In performing its obligations under the Agreement, the Supplier must comply with all Modern Slavery Laws.
- 2.2 The Supplier must either (a) comply with the Modern Slavery Policy; or (b) maintain and comply with its own modern slavery policies and procedures, which must be consistent with and no less protective than the Customer's Modern Slavery Policy.
- 2.3 The Supplier must take reasonable steps, commensurate with risk, to identify, assess and address modern slavery risks in its own operations and in the supply chains used to provide the Services and any related deliverables to the Customer.
- 2.4 The Supplier must not engage in any activity, practice or conduct which would constitute an offence relating to slavery, servitude, forced labour, trafficking or debt bondage under Modern Slavery Laws if that activity, practice or conduct occurred in the relevant jurisdiction.

3. Subcontractors and Suppliers

- 3.1 The Supplier must ensure that any approved subcontractor engaged in connection with the Services is contractually bound by modern slavery obligations no less protective than those set out in this Part A.
- 3.2 The Supplier must either:
 - (a) ensure that each of its direct subcontractors and material suppliers complies with Modern Slavery Laws and with the applicable Modern Slavery Policy; or
 - (b) include in all contracts with its direct subcontractors and material suppliers provisions no less protective than this Part A and conduct proportionate due diligence before engagement and on a periodic basis thereafter.

- 3.3 The Supplier remains responsible for the acts and omissions of its subcontractors as if they were its own.

4. Due Diligence; Information and Cooperation

- 4.1 The Supplier will reasonably cooperate with the Customer's modern slavery due diligence, including the completion of questionnaires and follow-up enquiries, provided such cooperation is proportionate, does not require disclosure of legally privileged or competitively sensitive information, and complies with applicable privacy and confidentiality obligations.
- 4.2 The Supplier represents and warrants that its responses to any such due diligence enquiries will be complete and accurate in all material respects and will promptly notify the Customer if any response becomes materially inaccurate or incomplete.
- 4.3 The Supplier must implement proportionate due diligence procedures for its direct subcontractors and material suppliers aimed at preventing, detecting and remediating modern slavery in supply chains relevant to the Services.

5. Notification and Remediation

- 5.1 The Supplier must notify the Customer promptly in writing upon becoming aware of any actual or suspected breach of this Part A or of Modern Slavery Laws in connection with the Services.
- 5.2 Following such notice, the parties will cooperate in good faith on appropriate and proportionate remediation steps. The Supplier will not be required to disclose legally privileged materials or personal data beyond what is necessary and lawful.

6. Reporting

- 6.1 Where the Supplier is required under Modern Slavery Laws to publish a modern slavery statement or report, it must make such statement or report available to the Customer upon written request.
- 6.2 The Supplier will, upon reasonable request by the Customer, provide a brief written update summarising reasonable steps taken to address modern slavery risks relevant to the Services.

7. Record-Keeping and Verification

- 7.1 The Supplier must maintain records reasonably necessary to demonstrate compliance with this Part A and with Modern Slavery Laws as they relate to the Services.
- 7.2 On reasonable written notice, no more than once in any twelve (12) month period (unless a credible suspected breach has arisen), the Supplier will make available for review non-privileged records described above to verify compliance with this Part A, subject to appropriate confidentiality protections. This clause does not grant a right of on-site inspection.

8. Training

- 8.1 The Supplier will provide proportionate modern slavery awareness training to relevant Supplier Personnel involved in the provision of the Services and will keep records of such training. These records will be made available to the Customer upon reasonable request.

PART B – ANTI-BRIBERY AND CORRUPTION

1. Definitions

- 1.1 **Anti-Bribery Laws** means all applicable laws, regulations and binding requirements relating to anti-bribery, anti-corruption, and prohibitions on improper payments and inducements, including the *Bribery Act 2010 (UK)*, Parts 7.6 and 7.8 of the *Criminal Code Act 1995 (Cth)* (Australia), the *Foreign Corrupt Practices Act 1977* (United States), and any analogous laws in any jurisdiction in which the Supplier or its subcontractors operate or in which any part of the Services is performed or goods or services are procured.
- 1.2 **Prohibited Payment** means any payment, gift, hospitality, advantage or other benefit which would breach Anti-Bribery Laws.

2. Core Compliance Obligations

- 2.1 In performing its obligations under the Agreement, the Supplier must comply with all Anti-Bribery Laws.
- 2.2 The Supplier must not, and must ensure that its directors, officers, employees, subcontractors and agents do not:
 - (a) directly or indirectly offer, give, solicit, request, or accept any Prohibited Payment; or
 - (b) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 (UK), the Criminal Code Act 1995 (Cth), or other applicable Anti-Bribery Laws.
 - (c) The Supplier must maintain and comply with written anti-bribery and corruption policies and procedures which are adequate to prevent breaches of Anti-Bribery Laws in connection with the Services.

3. Subcontractors and Agents

- 3.1 The Supplier must ensure that any approved subcontractor or agent engaged in connection with the Services is contractually bound by anti-bribery obligations no less protective than those set out in this Part B.
- 3.2 The Supplier remains responsible for the acts and omissions of its subcontractors and agents as if they were its own.

4. Due Diligence; Information and Cooperation

- 4.1 The Supplier must conduct proportionate due diligence on any subcontractor, agent or third party engaged in connection with the Services.
- 4.2 The Supplier will reasonably cooperate with any anti-bribery due diligence or compliance enquiries of the Customer, provided such cooperation is proportionate, does not require disclosure of legally privileged or competitively sensitive information, and complies with applicable privacy and confidentiality obligations.
- 4.3 The Supplier represents and warrants that it has not been convicted of, or subject to investigation or enforcement proceedings for, any offence under Anti-Bribery Laws in the last five (5) years and will promptly notify the Customer if this changes.

5. Gifts, Hospitality and Facilitation Payments

- 5.1 The Supplier must not make, offer, or accept any gift, hospitality or other benefit in connection with the Agreement that is intended to, or could reasonably be perceived to, improperly influence the outcome of any business decision.
- 5.2 The Supplier must not, and must ensure that its directors, officers, employees, subcontractors and agents do not, make any facilitation payment (being a payment made to secure or expedite a routine government action), even if such payments are permitted under local law.

6. Notification and Remediation

- 6.1 The Supplier must notify the Customer promptly in writing upon becoming aware of any actual or suspected breach of this Part B or Anti-Bribery Laws in connection with the Services.
- 6.2 Following such notice, the parties will cooperate in good faith on appropriate and proportionate remediation steps.

7. Training

- 7.1 The Supplier will provide proportionate anti-bribery and corruption awareness training to relevant Supplier Personnel involved in the provision of the Services and will keep records of such training. These records will be made available to the Customer upon reasonable request.

PART C – ENVIRONMENT AND SUSTAINABILITY

1. Compliance with Environmental Laws

- 1.1 In performing its obligations under the Agreement, the Supplier must comply with all applicable laws, regulations and binding requirements relating to the protection of the environment, waste management, hazardous substances and emissions (“Environmental Laws”).

2. Environmental Practices

- 2.1 The Supplier will use reasonable efforts, proportionate to its size and resources, to:
 - (a) minimise unnecessary waste, energy consumption and emissions associated with the provision of the Services;

- (b) handle, store and dispose of any materials used in connection with the Services safely and in accordance with Environmental Laws; and
- (c) avoid practices that will cause material harm to the environment in connection with the Services.

3. Notification

3.1 The Supplier must promptly notify the Customer in writing if it becomes aware of any material breach of Environmental Laws in connection with the Services.

4. Cooperation

4.1 The Supplier will, upon reasonable request, cooperate with the Customer in good faith to provide information about its environmental practices relevant to the Services, provided that such cooperation is proportionate and does not require disclosure of competitively sensitive or legally privileged information.