

TAMBLA ONLINE SERVICE TERMS

1 DEFINITIONS

1.1 In these Online Service Terms:

Active Employee means any unique person who:

- (a) is allocated to a roster at the end of the relevant Use Metric Period; and/or
- (b) records time using the Software during the relevant Use Metric Period; and/or
- (c) has their employee record updated during the Use Metric Period.

For clarity, any given person is only capable of being counted as one Active Employee during any given Use Metric Period.

Customer means the customer/organisation (which will use the Online Service) as specified in the applicable Customer Agreement.

Customer Agreement means the agreement between TechnologyOne and the Customer for the purchase and provision of the Online Service.

Customer Data means any data or information, in whatever form, supplied by the Customer to TechnologyOne or Tambla (including the data supplied by Customer to or for the Online Service).

Developed IPR means any Intellectual Property Rights developed in the course of providing the Online Service and Supplier Materials excluding any Customer Data.

Online Service means the 'Tambla' rostering and/or award interpretation software (provided as SaaS), as specified in Customer Agreement, which is provided to the Customer.

Supplier means Tambla.

Supplier Materials means any documentation, software, data and other materials that are provided to the Customer, or that the Customer accesses via the Online Service, that relates to Tambla or the Online Service.

Tambla means Oahi Pty Ltd ABN 90 676 438 994 (previously TamblaWFM Pty Ltd), the third party supplier of the Online Service.

TechnologyOne means Technology One Limited (ACN 010 487 180).

Term means the term of Customer's subscription to the Online Service.

Use Metric Period means a calendar month.

1.2 Any other defined terms used in these Online Service Terms which are not defined above are as defined in the Customer Agreement.

2 LICENCES

2.1 The Customer is granted a non-exclusive, non-transferable, royalty free, limited licence to use the Online Service during the Term for its own internal business purposes. The Customer is also granted a non-exclusive, non-transferable, royalty free licence to use the Supplier Materials for the sole purpose of using and receiving the benefit of the Online Services.

2.2 The Customer grants TechnologyOne and Tambla a non-exclusive, non-transferable, royalty free, limited licence (including the right to sublicense) to exercise the Intellectual Property Rights in the Customer Data during the Term for the sole purpose of TechnologyOne and the Supplier providing the Online Service to the Customer and performing its obligations under the Customer Agreement.

2.3 Other than as provided in the licences grant above, nothing in the Customer Agreement or these Online Service Terms affects or transfers ownership of, or otherwise grants any rights in relation to, any Intellectual Property Rights of a party to the other party.

2.4 Unless otherwise agreed in writing, as between the parties, the Supplier owns all rights, title and interest (including Intellectual Property Rights) in all Developed IPR.

3 ACCESS TO CUSTOMER RECORDS

3.1 The Customer must allow Tambla or TechnologyOne such access to the Customer's records related to the Online Service (i) on reasonable prior written notice and (ii) as is reasonably required by Tambla and TechnologyOne solely for the purpose of undertaking their obligations under the Customer Agreement related to the Online Service. If required by the Customer, Tambla shall enter into a standard-form confidentiality agreement (NDA) with the Customer directly regarding any such Tambla access rights.

3.2 When accessing the premises, facilities or systems of the Customer, Tambla and TechnologyOne will comply with the applicable Customer Agreement and NDA confidentiality provisions, as well as the

applicable security and workplace health and safety policies in place at the Customer's premises, as are notified by the Customer to TechnologyOne in writing prior to the access to such records.

- 3.3 The Customer must provide any of TechnologyOne's or Tambla's personnel who access the Customer's premises to provide Services under the Customer Agreement with a safe working environment, in compliance with relevant Federal and State Government workplace health and safety legislation.

4 CUSTOMER DATA

4.1 Customer acknowledges and agrees that it:

- (a) is solely responsible for the selection, design, creation, posting, use, updating, maintenance, technical operation (including ensuring any necessary APIs are compatible with the requirements of the Online Service as set out in the Customer Agreement) and testing of the Customer Data;
- (b) must manage, renew, create, delete, edit, maintain and otherwise control the editorial content of the Customer Data;
- (c) is responsible for determining the appropriate procedures and controls (via the options available with the Online Service) regarding the security of Customer Data used with the Online Service, and for implementing those procedures and controls;
- (d) must ensure that the Customer Data is accurate and not false, misleading or deceptive;
- (e) must use, store, handle and process the Customer Data in accordance with all applicable laws, including employment laws and privacy laws;
- (f) must not use, store, handle or process any Customer Data that is a breach of any right of privacy, right to keep confidential information confidential, breaches any Intellectual Property Rights or is illegal or defamatory.

5 USE RESTRICTIONS

5.1 In receiving and using the Online Service, the Customer must comply, and must ensure that each of its employees and contractors complies, with:

- (a) all restrictions in these Online Service Terms and the Customer Agreement in relation to accessing and using the Online Service, the Customer Data that can be uploaded to the Service and the Customer Data that can be transmitted using the Service;
- (b) all applicable laws relating to the Customer's access and use of the Online Service and the Customer Data that is uploaded to or transmitted by the Online Service; and
- (c) any reasonable directions of Tambla or TechnologyOne related to new security issues identified which relate to the Online Service.

6 CUSTOMER REQUIREMENTS

6.1 The Customer must reasonably cooperate with TechnologyOne and Tambla, and promptly provide them with all reasonable assistance and information required to enable them to perform their obligations under the Customer Agreement regarding the Online Service;

6.2 The Customer acknowledges that if the Customer (or its employees or contractors) does not comply with the above paragraph, then TechnologyOne and Tambla may be unable to, and will to that extent not be required to, perform its affected obligations under the Customer Agreement regarding the Online Service.

6.3 The Customer is also required to:

- (a) provide appropriate resource(s) to assist TechnologyOne and Tambla with establishing of the integration and data mapping for the Customer;
- (b) attend appropriate meetings with TechnologyOne and Tambla to enable appropriate information gathering and testing with the Customer;
- (c) provide the relevant employee, qualification, competency and/or timesheet data to TechnologyOne and Tambla in the agreed format so that Tambla can provide Online Service;
- (d) keep secure any usernames and passwords allocated to the Customer or other information to the Customer to enable the Customer to access and use the Online Service;
- (e) appoint a suitably qualified individual to act as Customer's contact person for the Online Service.
- (f) have modern commercial grade internet connectivity (including all hardware and software reasonably required to use/access it) in order to use the Online Service; and
- (g) make any required changes to its firewall and other system security features to permit its systems to be able to use the Online Service according to the specifications provided by TechnologyOne and Tambla.

6.4 The Customer warrants that it has obtained the express informed consent from each individual from whom the Customer will obtain Personal Information to be used in and with the Online Service.

7 PROHIBITED ACTIONS

7.1 Nothing in the Customer Agreement or these Online Service Terms permits the Customer to, and the Customer is expressly prohibited from:

- (a) use the Online Service to provide any facility management or service bureau service or for the benefit of any third party;
- (b) copy, adapt, translate, publish, communicate to the public, or create any derivative work or translation of the Online Service (except the Customer Data) or the software used therein, unless expressly permitted by law or the Customer Agreement;
- (c) sub-licence, lease, rent, loan, assign, novate or otherwise transfer the Online Service to any third party;
- (d) disclose the Online Service to any third party other than to one of Customer's affiliates or to any of Customer's contractors who are bound by obligations of confidentiality which are no less restrictive than those stated in the Customer Agreement and who are using the Online Service solely for Customer's licensed use of the Online Service;
- (e) reverse engineer, reverse compile, de-compile or disassemble the object code of the Online Service or any part of the software used therein, or otherwise attempt to derive the source code of the software, except to the extent permitted by law;
- (f) use the Online Service (including any software therein) to develop any other software; or
- (g) permit the Online Service (including any software therein) to be combined with or incorporated in other software, except to the extent proper interfacing with other software is required for the purposes of receiving and using the Online Services;
- (h) circumvent or attempt to circumvent any Licence Key or access code, except to the extent permitted by law;
- (i) use the Online Service to display, store, process or otherwise use any information (in any format, and whether readable by humans or by machines) that, in TechnologyOne and Tambla's reasonable opinion:
 - (i) infringes any person's Intellectual Property Rights, right to privacy, right to keep confidential information confidential, right to publicity or induces any person to breach a contract;
 - (ii) is unlawful (including breaching laws relating to the wrongful distribution of email or other electronic messages "spam"), discriminatory, derogatory, defamatory, slanderous, malicious, obscene, or contains child pornography;
 - (iii) contains any virus, Trojan horse or other malicious code, or is used to gain unauthorised access to, does harm to, wrongfully intercepts, expropriates, accesses or uses for any wrongful purpose, any person's hardware, software, network or data;
 - (iv) wrongly identifies, or disguises, the sender or place of origin of any communication;
 - (v) contains links to any other website that contains information that is of a type prohibited under this clause; or
 - (vi) exceeds "fair use" by using an unreasonably disproportionate or inappropriate amount of the infrastructure or resources that are used to operate the Online Service;
- (j) access, monitor or copy any content of the Online Service using any robot, spider, scraper or automated process or manual process, or deep link or any part of the Online Service;
- (k) bypass or circumvent, or attempt to bypass or circumvent any measure that is designed to limit access to any part of the Online Service, including any License Key or access code;
- (l) frame or mirror any part of the Online Service in any website or application (for the avoidance of doubt this will not prohibit a Customer putting a link or login to the Online Service on their own website) remove, alter or obscure any proprietary notices (including copyright notices), or any restricted use notices on the Online Service or the Supplier Materials;
- (m) allow the Online Service or the software used therein to become the subject of any charge, lien, encumbrance or security interest; or
- (n) transfer any or all of Customer's rights and obligations under the Customer Agreement regarding the Online Service to any third party.

7.2 Unless specifically approved in writing by TechnologyOne, the Customer must not contact Tambla directly for or in relation to the Online Service or the Supplier materials.

8 LIABILITY

8.1 Customer acknowledges and agrees that, to the maximum extent permitted by law, Tambla shall have no liability to the Customer whatsoever, whether in contract, tort (including negligence) or otherwise, in relation to or arising from the Online Service and the Supplier Materials, and the operation or failure of them in any way, or any other services or deliverables provided under the Customer Agreement which relate to Tambla or the Online Service.

8.2 TechnologyOne's liability to the Customer for any loss or damage (howsoever caused) in relation to or arising from the Online Service or Tambla shall be as set out in the exclusions and limitations of liability (for a third party product) in the Customer Agreement.

9 CHANGES TO SERVICE TERMS

9.1 Tambla or TechnologyOne may amend the service description for the Online Service (and applicable parts of these Online Service Terms) from time to time to the extent required to meet changes to mandatory legal and/or other regulatory requirements for the Online Service. All such amendments shall be effective thirty (30) days after the date TechnologyOne or Tambla gives Customer written notice of the changes, and will be deemed to be an amendment made to these Online Service Terms in accordance with the Customer Agreement.

10 TERMINATION & SUSPENSION

10.1 TechnologyOne or Tambla may immediately suspend or terminate (at its election) a Customer's Online Service immediately upon provision of written notice if:

- (a) the Customer commits a material breach of any of its obligations under these Online Service Terms and the breach is not remediable; or
- (a) the Customer commits a material breach of any of its obligations under these Online Service Terms which is capable of remedy and the Customer fails to remedy that breach within 30 days of Customer receiving written notice from TechnologyOne or Tambla specifying the breach by the Customer and requiring it to be remedied.

11 PRIORITY

11.1 Where there is an inconsistency or conflict between the terms of the Customer Agreement and the terms of these Online Service Terms, then the terms of these Online Service Terms will take priority over the Customer Agreement Terms wherever applicable to the Online Services and Tambla (and any matters related thereto) to the extent of the inconsistency.