

As at 1st August, 2024

This agreement is between your organisation as named in the Sales Agreement (**you**) and Centium Software ABN 23 118 594 479 (**we, our or us**).

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Agreement has the meaning given in clause 1.2.

AIRCast Hours means the time spent by each participant watching content delivered using AIRCast in the OnAIR platform or in the EventsAir attendee app. AIRCast Hours are charged monthly in arrears and in minimum five minute blocks.

API means an application programming interface where data is exchanged between EventsAir and your software. This could be via a push or pull web connection or direct connection to the SQL database.

Centium Data means all data which is in, or used in, aggregate and de-identified form; or is held by, or disclosed to us independently of this Agreement, or usage data created through your interactions with the produce, but for clarity specifically excludes Customer Data

Centium Technology means all Intellectual Property Rights created, owned by us (or our licensors) including the Software, the algorithms and software used by (or comprised in) the Software and the Centium Data.

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to this Agreement.

Commencement Date means date you first access the Software.

Confidential Information means, in relation to each party (for the purposes of this definition, **Discloser**), all information disclosed by or on behalf of the Discloser, concerning or relating to:

- (a) the fee and remuneration structure set out in this agreement;
- (b) know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;
- (c) proprietary software tools, business processes, project management methodologies and tools, software testing and verification methods, solution architecture models and solutions;
- (d) its business affairs (including products, services, customers and suppliers); and other information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential, but excluding any such information: which is publicly known;
- (e) which is disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
- (f) which is developed independently by the other party without reliance on any of the confidential information.

Customer Data means any material in any form given or collected by, from or on your behalf for the purpose of providing you with the access to or use of the Software, but excludes the Centium Data or other data embodying our (or our related entity's) proprietary rights or Intellectual Property Rights.

Data Law means the applicable law (or laws) regulating the collection, use, disclosure, storage, deletion or processing of personal information or personal data in the competent jurisdiction (or jurisdictions) for the purposes of the Agreement.

Exceptional Circumstances means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include:

- (a) internet or network outage or performance reduction beyond the reasonable control of Us;
- (b) adverse changes in government regulations impacting upon our ability to deliver the service;
- (c) any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (d) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber-attacks, viruses or malware, data loss as a result of the actions of a third party;
- (e) strikes or industrial disputes;
- (f) materials or labour shortage; and
- (g) acts or omissions of any third party network or service providers (such as internet, telephony or power provider).

Initial Term means the Initial Term specified in the Sales Agreement, or if none specified then 24 months.

Insolvency Event means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of an administrator, receiver, liquidator or any similar person to any assets of a person.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, Confidential Information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the *World Intellectual Property Organisation 1967*.

Loss means any loss (including Consequential Loss), claims, actions, liabilities, damages, expenses, diminution in value or deficiency of any kind whether direct, indirect, consequential or otherwise.

Material means property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

New IP means any and all Intellectual Property Rights created by us in the course of, or connection with, the performance of services to our customers generally (including but not limited to the Services).

Package means the package of features in the Software, support levels, Service Level Agreement (Annex A), Acceptable use policy (Annex B), Licensing model (Annex C), subject to clause 3.6 the Data processing provisions (Annex D), pricing and other terms for the provision of the Service which you may select, the details of which are provided on the Service website and your Sales Agreement from time to time.

Rollover Term means the rollover term specified in the Sales Agreement, or if none specified then 24 months.

Sales Agreement means our sales proposal document, signed by your authorised representative.

Services means technical support services or other services provided by us to you in relation to your use of the Software.

Software means the current versions of EventsAir and OnAIR published by us and made available as a service via the Website, and including any modifications, enhancements, corrections or fixes from time to time, and also includes all New IP incorporated in the Software.

Special Conditions means the special conditions (if any) expressly set out in the Sales Agreement.

Term means the duration of this Agreement, including the Initial Term and any Rollover Term, until it is terminated or expires in accordance with its terms.

Terms of Use means the terms and conditions set out in this document.

Website means the client portal accessible at EventsAir.com.

1.2 Formation

Unless the contrary intention appears, a reference in this agreement to:

- (a) the Sales Agreement;
- (b) these Terms of Use; and
- (c) any other document forming part of the Agreement as agreed to and executed in writing by the parties, together the **Agreement**.

2. Use of the Service

2.1 Packages

- (a) You must select and accept a Package at the time the Service commences, and this detailed in the Package you have selected are set out in the Sales Agreement.
- (b) Subject to the terms of this Agreement, including clauses 2.5 (**Prohibited use**) and clause 2.6 (**Restrictions**), we will use reasonable endeavours to provide access to the Software on a continuous basis during the Term, in accordance with your nominated Package, these Terms of Use and the Service Level Agreement in Annex A.
- (c) Your use of the Service is subject to the Acceptable use policy (Annex B), EventsAir Licensing models policy (Annex C), and, subject to clause 3.6, Data processing provisions (Annex D).

2.2 Third party suppliers

- (a) We may engage third party suppliers from time to time for any component of the Service including, but not limited to, hosting, data warehousing, or e-mail service. We remain liable to you for our third party suppliers' performance of their obligations in support of this Agreement.

- (b) You agree that we may disclose information (including Customer Data) to those third party suppliers for the purpose of enabling your use of the Service
- (c) Where you have opted to integrate the service with another third party supplier, you agree that we may disclose information (including Customer Data) to that third party supplier and agree not to hold us liable for any act or omission by that supplier.

2.3 Support

We will provide you support in accordance with the Package. You acknowledge and agree that we are under no obligation to provide support with respect to any third party software or service (eg application software, operating system, ecommerce gateways or internet connectivity hardware or services) which may be the cause of any failure of the Service.

2.4 Grant

In consideration for your payment of the Fees under this Agreement, we grant to you an irrevocable (subject to termination under clause 8), non-exclusive, non-transferable, licence during the Term to:

- (a) access and use the Software via the Website, according to the features described in the Licensing Model for your Package; and
- (b) use any Intellectual Property Rights in Materials deliberately provided by us to you under the Agreement, each for your internal business purposes only, and in accordance with the terms and conditions of this Agreement including clause 2.5 (**Prohibited use**) or clause 2.6 (**Restrictions**).

2.5 Prohibited use

Other than as we may expressly permit, you must not:

- (a) modify or remove any of our markings or any notice of our rights;
- (b) make the Software available to any third party or any competitor of the Software, or to any of your business units or affiliated organizations that have not been licenced by us;
- (c) interfere with the operation of the Software or permit use of the Software by any other person;
- (d) attempt to access any information through the Software other than as intended by the Service and through the ordinary functionality of the Software;
- (e) upload any materials to the Software, or engage in any other act or omission, which would infringe the Intellectual Property Rights or any other rights of any person, or upload files contain malicious coding, or files which would reasonably be considered of sexual or harassing nature

2.6 Restrictions

Without limiting our other rights under this Agreement or at law, we may, at our discretion, suspend, restrict or downgrade access to or the functionality of the Service if:

- (a) there is a malfunction, fault or breakdown of any of our equipment or if we are required to undertake the repair, maintenance or service of any part of the Software;
- (b) we are required by law to do so;

- (c) we (acting reasonably) determine or suspect you to be engaging in prohibited use of the Service and seek damages against you;
- (d) an event of Exceptional Circumstance occurs, which affects or may affect our ability to provide the Software or Services;
- (e) such suspension is pursuant to clause 4.2 (late payment of invoice);
- (f) you are in breach of the Agreement including where we determine that you have failed to comply with any of the provisions of clause 2.5 (**Prohibited use**) or clause 2.6 (**Restrictions**).

3. Data access

3.1 Customer Data

- (a) You represent and warrant that you are the rightful owner of, or have the right to use, all Customer Data.
- (b) You grant us a non-exclusive, global, royalty-free licence (including the right to sub-licence in accordance with the terms of this Agreement only) to use, copy, modify, and otherwise deal with Customer Data for the sole purpose of enabling you to use the Service for the term of this Agreement.
- (c) For the absence of doubt, we do not obtain and may not exercise any other right with respect to the Customer Data unless permitted under or in accordance with this Agreement.

3.2 Reliance on Customer Data

You acknowledge and agree:

- (a) you have responsibility for the accuracy and completeness of Customer Data and any claims regarding the Customer Data;
- (b) The Service shall have the ability to enable you to download your Customer Data at any time
- (c) the output, or format of output, provided by the Service may vary from module to module and depending upon program updates; and
- (d) reliance on the Customer Data is at your liability and risk.

Security

We will make commercially reasonable efforts to effect and maintain the security of Customer Data in accordance with industry-accepted security standards.

3.3 Disclosure of Customer Data

We may disclose, delete, or otherwise deal with Customer Data if reasonably necessary to prevent injury or harm to any person, to protect the Service or the performance thereof, or if required by law, and we will notify you as soon as practical.

3.4 Privacy

For the absence of doubt, you:

- (a) remain fully and exclusively liable for your obligations under the Data Laws at all times as the controller of the personal data or personal information embodied in the Customer Data;

- (b) represent and warrant that you are in and will remain in compliance with the Data Laws even if you would not otherwise be obliged by law to comply with the Data Laws; and
- (c) acknowledge and agree that in the event of a conflict or inconsistency between our own obligations under the Data Laws and this Agreement, our obligations under the Data Laws shall prevail and you have no claim or remedy against us for such conflict or inconsistency, and we:
- (d) will comply with the applicable Data Laws in our collection, use or disclosure of personal information in connection with our provision of the Software or performance of the Services under this Agreement.

3.5 GDPR as an applicable Data Law

Where the Sales Agreement specifies that the GDPR (having the meaning given in Annex D) applies to the processing of personal data (as comprised within Customer Data) under this Agreement, the parties agree that the terms and conditions set out in Annex D will also apply to and form part of this Agreement.

3.6 Disclosure of Confidential Information

- (a) A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) Each party must take all reasonable steps to ensure that its employees and agents, any sub-contractors, or persons otherwise engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.
- (c) A party is not in breach of this clause 3.7 in circumstance where it is required by law, court order or any governmental or regulatory authority to disclose the other party's Confidential Information.
- (d) Notwithstanding any other provision of this clause 3.7, the parties may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants, provided that any such party to whom Confidential Information is disclosed is under a like duty of confidentiality in respect thereof.

3.7 Return of Confidential Information

Each party must on demand, return to the other party any Confidential Information supplied by the other party in connection with this Agreement.

4. Fees, payment

4.1 Basis for payment

You must make all payments for the Software, Services and AIRCast Hours in accordance with the relevant Package as set out in the sales agreement.

4.2 Late or non-payment

If you fail to pay an invoice, we may do any one or more of the following an emailed reminder:

- (a) restrict or suspend your access to the Software in accordance with clause 2.6(e); and following at least 7 days after restriction

(b) terminate the Agreement in accordance with its terms.

4.3 Review of Fees

We may:

- (a) review the Fees against current book prices at the start of each Rollover Term provided a minimum of 30 days notice of any changes is provided by email.
- (b) impose new Fees for any new feature additions, outside of the current contracted offering made available to the Customer, where specifically agreed to in writing by the Customer or by clear agreement by within product selection.
- (c) EventsAir reserves the right to increase subscription license fees annually during the term of the contract; provided, however, that such increase shall not exceed 7% over the fees related to the immediately preceding 12 months license fees. EventsAir must provide you with notice in writing at least 30 days prior to doing so.

4.4 Payments through the Service

We explicitly exclude all liability for the processing or collection of payments by you and such activities are your responsibility.

5. Term, Renewal and Termination

5.1 Term

The Term of this Agreement:

- (a) commences on the Commencement Date; and
- (b) subject to a further Rollover Term under clause 5.2, continues in force until the expiry of the Initial Term, unless otherwise terminated earlier in accordance with clause 8 (**Termination**) of this Agreement.

5.2 Rollover

Unless:

- (a) one of the parties provide written notice to the other party of an intention to allow this Agreement to expire not less than 30 days prior of the expiration of the Initial Term or then current Rollover Term (**Expiry Notice**); or
- (b) this Agreement has been otherwise terminated earlier in accordance with clause 8 (**Termination**), then the Agreement will automatically renew for a further period equal to the Rollover Term (on each such occasion) on the terms and conditions of this Agreement.

5.3 Software or Services after expiry

If at your request Centium continues to provide the Software, Data Storage or Services after expiry of the Term, then (unless otherwise agreed) this Agreement will continue to apply to the engagement on a recurring month-to-month basis, with such variations as the circumstances of the continuing engagement require.

6. Intellectual Property Rights

6.1 Centium Technology

No rights of ownership to Centium Technology are transferred under the Agreement.

6.2 Provision and ownership of New IP

Upon its creation all New IP will be owned by, vest in, and (to the extent required) be assigned to, us. You agreed to execute any document necessary to give effect to the assignment should it ever

be required. For the sake of clarity where any Customer Intellectual Property are used in connection with the supply of the Services, Centium acknowledges that it shall have no right to use the same except as expressly authorised by the Customer

6.3 Centium Data

All Centium Data remains owned by us.

6.4 Prohibited activities

Each party must not do or permit or omit to do any act which infringes the Intellectual Property Rights of the other party (or its licensors).

6.5 Notification of infringement claim

Each party must notify the other party within five business days if it becomes aware of:

- (a) any actual or suspected infringement by a third party of a party's Intellectual Property Rights; or
- (b) any actual or threatened claim by a third party that its Intellectual Property Rights have or will be infringed by any act or omission by a party in connection with the Agreement.

7. Liability, warranty and indemnity

7.1 Consumer guarantees

The following applies where any warranties against defects are offered by us to you under the Agreement:

- (a) our goods and services come with guarantees that cannot be excluded under Law.
- (b) for major failures with the goods or services, you are entitled to:
 - (1) cancel the Agreement with us, and
 - (2) to a refund for the unused portion of, or compensation for its reduced value.
- (c) You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the goods or services rectified in a reasonable time and, if this is not done, to cancel the Agreement and obtain a refund for the unused portion of the Agreement.

7.2 Implied terms

To the full extent permitted by law, and term which would otherwise be implied into the Agreement is excluded. If any Law implies or imposes terms into the Agreement which cannot be lawfully excluded, such terms will apply, save that our liability for breach of any such term will be limited in accordance with clause 7.3 (**Limited liability**).

7.3 Liability limited

To the extent permitted by law, both parties maximum liability under this Agreement (including under clause 7.5 is 1.5 times the amount you have paid us in the 12 month period prior to the cause of the liability arising. Nothing in this Agreement shall limit or exclude liability for acts by the other, which lead to fraud, death or personal injury or any other liability, or regulatory fines imposed upon, which cannot legally be limited or excluded

7.4 Consequential loss

Neither party is responsible or liable to the other for any loss of opportunity, loss of revenue or profit, loss from interruption of business, or any other indirect, incidental, or consequential loss.

7.5 Warranty

- (a) We warrant that the Software will operate in accordance with the Software user manual and other documentation and that it will be free from material defects and/or errors.
- (b) We do not warrant that the Software will be free of any minor defects or errors. If the Software does not perform as described in clause 7.5(a) we will make reasonable efforts to correct the defect or error within a reasonable time after you notify us of the defect or error.
- (c) We warrant that the Software is, and will remain PCI DSS compliant if used in compliance with the Software user manual and other documentation and the Acceptable Use Policy.
- (d) We warrant that the Software and the Service, including your use thereof in accordance with this Agreement, will not infringe any third party copyright subsisting in any jurisdiction.

7.6 Indemnity

Each party shall indemnify and keep indemnified the other party,, from and against any claim (including any claim by a third party), damage, loss, cost, liability or expense (including legal expenses on an indemnity basis) as a result of the other parties breach of any term of this Agreement or of any law (including infringement of Centium's or a third party's Intellectual Property Rights).

8. Termination

8.1 Termination for cause

Either party may terminate the Agreement immediately by written notice upon the occurrence of one of the following events:

- (a) if the other party is in breach of this Agreement and that other party has failed to remedy that breach within 30 days of a written notice to it from the first-mentioned party, specifying the breach and requiring it to be remedied;
- (b) if the other party is in breach of this Agreement and that breach is not capable of remedy, as reasonably determined by the first-mentioned party; or
- (c) an Insolvency Event occurs in respect of the other party.

8.2 No prejudice of rights

Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.

8.3 Consequences of Termination

Upon termination of the Agreement:

- (a) your rights to access the Software will be immediately revoked;
- (b) we will immediately stop performing the Services;
- (c) all money due by you to us must be paid in full;
- (d) unless otherwise agreed, each party must return to the other party of (if requested by the other party) destroy, all Materials and Confidential Information belonging to the other party.

8.4 Survival

The following clauses survive termination of the Agreement: clause

3.4 (**Privacy**), clause 3.6 (**Disclosure of Confidential Information**), clause 3.7 (**Return of Confidential Information**), clause 6 (**Intellectual Property Rights**); clause 7 (**Liability, warranty, indemnity**), clause 8.3 (**Consequences of Termination**); this clause 8.4 (**Survival**); clause 10 (**Dispute resolution**); and clause 7 (**General**).

9. Force majeure event

If either party (**Affected Party**):

- (a) is prevented from, or delayed in, performance of an obligation (other than your obligation to pay money) by an event of Exceptional Circumstance; and
- (b) the Affected Party, as soon as possible after the event of Exceptional Circumstance notifies the other party providing particulars of:
 - (1) the event of Exceptional Circumstance;
 - (2) the anticipated period of delay; and
 - (3) the action (if any action is reasonably possible) the Affected Party intends to take to mitigate the effect of the delay,
- (c) then those obligations of the Affected Party are suspended for the duration of the event of Exceptional Circumstance.

The party which is not the Affected Party must use all reasonable endeavours to remove or mitigate its Loss arising from, and the effects of, the event of Exceptional Circumstance.

10. General

10.1 Notices

Notices must be in writing and signed on behalf of the sender, addressed to the recipient and delivered to the recipient's address as recorded by the Service.

10.2 Provision for default

- (a) Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties or their representatives shall be submitted for mediation:
 - (1) to be held in a location, and mediated by a mediator, to be agreed between the parties; or
 - (2) if no agreement can be made between the parties within 14 days of both parties becoming aware of the dispute, mediation is to be held in Seattle, Washington, USA or London, England or Brisbane, Australia (whichever jurisdiction is closest to You) and mediated by a member of the International Chamber of Commerce (**ICC**) in accordance with the ICC Mediation Rules (or if ICC ceases to exist, then an equivalent mediator under its mediation rules).
- (b) The costs of mediation are to be born equally between the parties.
- (c) Nothing in this Agreement will prevent either party seeking injunctive or urgent declaratory relief for any matter (including to protect Confidential Information) arising out of, or in connection with, the Agreement.

10.3 Governing law and jurisdiction

- (a) With respect to any action or claim by you against us, this Agreement is governed by the laws of Queensland, Australia, and the parties submit to the exclusive jurisdiction of the courts of Queensland for such claims.

10.4 Severability

If a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement.

10.5 Modification of Agreement

- (a) Due to the nature of the Service, and to account for any change in laws or regulations which affect the Service, you acknowledge and agree that we may amend the Terms of Use (other than pricing) from time to time on reasonable notice to you and your use of the Service after the notice period has expired will constitute acceptance of the Terms of Use as amended. If you do not accept the Terms of Use as amended, you may terminate this agreement on written notice to us before the notice period expires, and the terms in clause 8.3 (**Consequences of termination**) will apply.
- (b) The current version of the Terms of Use will be made available in the Service.

10.6 Insurance

We shall purchase and maintain with a reputable insurance company valid and appropriate insurance for claims, liability or risk arising out of or in connection with this Agreement, which may include professional indemnity insurance, product liability insurance, and public liability insurance

10.7 Assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this Agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party (such consent not to be unreasonably withheld).

10.8 Non-solicitation

- (a) During the Term, and for 12 months after the expiry or termination of this Agreement, each party must not solicit or hire for employment any employee of the other party, without the other party's prior written consent.
- (b) Nothing in this clause 10.8 will prevent either party from employing any employee or subcontractor of the other party who responds to an advertisement for employment from that other party directed at the public generally or who is recruited by a recruitment firm approaching that employee or subcontractor of its own volition and without prompting from that other party.

10.9 Communications

- (a) You agree that we will communicate with you at various times during the term of the Agreement. We will provide information about your Agreement renewal and useful operational information that will assist you in your use of the Software or Services. This operational information includes, but is not limited to, invitations to educational webinars, user conferences and user meetings, upcoming product releases, known issues, pre-event information and general information containing educational and/or operational content.

10.10 Entire Agreement

- (a) This Agreement including the Sales Agreement, Annex A, Annex B, Annex C, and, subject to clause 3.6, Annex D contains the entire understanding between the parties as to the subject matter of this Agreement.
- (b) This Agreement will prevail to the extent of any inconsistency with the terms and conditions of the Package. Any Special Conditions listed in the Sales Agreement and signed by our CEO or any of our company directors, will take precedence over all other terms and conditions.

Annex A Service Level Agreement (SLA)

Standard terms applicable to all Service Levels outlined herein:

1. Definitions

- (a) **Credit Claim** means a claim submitted by Customer to us pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- (b) **Customer** means the same as you in the Agreement.
- (c) **Customer Support** means the services by which we may provide assistance to you to resolve issues with the Software.
- (d) **Database** means any EventsAir software and data hosted in a Microsoft Azure SQL Database.
- (e) **Incident** means any set of circumstances resulting in a failure to meet a Service Level.
- (f) **Preview** refers to a preview, beta, or other pre-release version of a service or software offered by us to obtain customer feedback.
- (g) **Service or Services** refers to the EventsAir service provided to Customer pursuant to the Agreement.
- (h) **Service Credit** is the percentage of the monthly service fees for the Service that is credited to Customer for a validated Credit Claim.

- (i) **Service Level** means standards we adhere to and by which we measure the level of service it provides as specifically set forth below:

Hours of coverage	
Support channel	
Response times	
1 business hour	<p>Severity 1</p> <p>A problem that severely impacts your use of the Service in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists. If a Severity 1 problem occurs during a virtual or hybrid event where a Premier1, Success1 or AIRCast Producer Package is included in the Services, the Response time is reduced to 10 minutes.</p>
4 business hours	<p>Severity 2</p> <p>A problem where the Service is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.</p>
1 business day	<p>Severity 3</p> <p>A problem that involves partial, non-critical loss of use of the Service in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.</p>
2 business days	<p>Severity 4</p> <p>A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium to low impact on your business, but your business continues to function, including by using a procedural workaround.</p>

2. Service Credit Claims

- (a) We provide this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA.
- (b) To submit a Credit Claim, Customer must email Customer Support and provide notice of its intention to submit a Credit Claim. Customer must provide to Customer Support all reasonable details regarding the Credit Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incidents, and any attempts made by Customer to resolve the Incident.
- (c) In order for us to consider a Credit Claim, you must submit the Credit Claim, including sufficient evidence to support the Credit Claim, within two months of the end of the billing month in which the Incident that is the subject of the Credit Claim occurs.
- (d) We will use all information reasonably available to validate your Credit Claim and make a good faith judgment on whether the SLA and Service Levels apply to the Credit Claim.
- (e) In the event that more than one Service Level is not met because of the same Incident, you must choose only one Service Level under which a Credit Claim may be made based on that Incident, and no other Claim under any other Service Level will be accepted for that Incident.

3. SLA Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- (a) due to factors outside our reasonable control (for example, a network or device failure external to the Microsoft Azure data centres);
- (b) that resulted from your use of hardware, software, or services not provided by us in connection with the Software (for example, third-party software, API connections, read-only SQL Database connections etc);

- (c) due to Customer's use of the Software in a manner inconsistent with our Materials, in a manner consistent with our acceptable use policy, and other published documentation or guidance;
- (d) caused by your use of the Software after we advised you to modify your use of the Software, if you did not modify its use as advised;
- (e) during or with respect to previews (as determined by us);
- (f) during scheduled updates or maintenance where we have advised you in advance; or
- (g) attributable to acts by persons gaining unauthorized access to the Software by means of your passwords or equipment or otherwise resulting from your failure to follow appropriate security practices.

4. Service Credits

- (a) The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- (b) Service Credits are your sole and exclusive remedy for any failure by us to meet any Service Level.
- (c) The Service Credits awarded in any billing month shall not, under any circumstance, exceed either the Customer's monthly Service fees for that billing month for an EventsAir subscription customer or a percent calculated based on the total number of minutes of downtime divided by the total number of minutes of the virtual or hybrid event broadcast of the value of a Premier 1 Package.
- (d) For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by us in our reasonable discretion. In cases where you have purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.
- (e) Service Credits for this SLA will only be calculated against monthly fees associated with the Service.

5. Monthly Service Level (Uptime Percentage)

5.1 Definitions

- (a) **Deployment Minutes** is the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month.
- (b) **Maximum Available Minutes** is the sum of all Deployment Minutes across all Databases for a given subscription of the Software during a billing month.
- (c) **Downtime** is the total accumulated Deployment Minutes across the Database deployed by you during which the Database is unavailable, other than as the result of an SLA Exclusion. A minute is considered unavailable for a given Database if all continuous attempts by you to establish a connection to the Database within the minute fail.
- (d) **Monthly Uptime Percentage** in a given billing month is the total number of Maximum Available Minutes less Downtime divided by Maximum Available Minutes in the billing month. Monthly Uptime Percentage is reflected by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}}$$

5.2 Service Level Credits

Monthly Uptime Percentage	Services Credit*
<99.95%	10%
<99%	25%

*Service credit applies only to monthly usage charges for EventsAir Professional Unlimited, EventsAir Premium Unlimited and EventsAir Enterprise Fees, reserved users and permanent server upgrades (ie, it does not apply to charges for other features, such as active users, per registration fees, training etc).

Annex B Acceptable use policy

Your continued use of the Service is subject to the following:

1. Any custom CSS files added by you to EventsAir must be first scanned for malicious scripting. Any malicious scripting introduced by you will void your PCI DSS compliance.
2. Credit card details must not be stored except in the credit card vault supplied as part of the Software.
3. You are solely responsible for management of the user accounts created in the EventsAir application who has access to see the full credit card Primary Account Number (PAN), deleting accounts for staff leaving, ensuring passwords are not shared, password cycling every 90 days and password policy. It is your responsibility to ensure your password policy meets or exceeds those required for PCI DSS compliance.
4. The pricing of the Service and Service Level Agreement is based on the average data and resource usage. If you exceed these averages, we reserve the right to terminate the Service, request you upgrade to a dedicated application server or apply additional reasonable charges. The Service is based on the following averages:
 - a. a ratio of ten potential attendees to one attendee registration;
 - b. an allowance of five emails per potential attendee per event;
 - c. an allowance of 30 emails per Registered attendee per event;
 - d. for unlimited Services, an allowance of 5,000 new attendees per user per year; and
 - e. an allowance of up to 400 virtual attendees per event, virtual attendee boosts are available to support larger virtual audiences upon request; and
 - f. for unlimited Services, where an API is used to create contact or registration related data (registration, membership, functions, CE, accommodation, marketing, notes, data processing log, travel, presenters, exhibitors or sponsors modules), each contact record created or having its registration related data updated, will incur a registration charge equivalent to the current flexi registration per registration fee and is billed monthly in arrears.
5. You must comply with the Spam Email act in your local jurisdiction. Should your emails generate Spam Complaints, or Banned Emails, or you operate outside the usage ratios outlined in Clause 4, we reserve the right to temporarily or permanently suspend your email usage.
6. You can create as many named user accounts as required. In any one calendar month, a maximum number of named users can access the Service, based on your Sales Agreement. If more than your maximum number of users access the Service in any calendar month, you will be charged a monthly active user fee for each user that accesses the Service over the maximum set out in the Sales Agreement. Once a user accesses the Service in a given calendar month, they can continue to access the Service for the remainder of the calendar month without any further charges, except those above. Active user fees are accrued as soon as the Service is accessed and are not pro rata.

Annex D Supplemental terms for processing of personal data (GDPR)

These Data Processing Agreement including its Schedule ("DP Agreement") forms part of the EventsAir Terms of Use Agreement ("Principal Agreement") between the parties identified as "You" (here, the "Company") and Us (the "Processor") under the Principal Agreement.

WHEREAS

- A. The Company acts as a Data Controller.
- B. The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Processor.
- C. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the UK and EU Data Protection Legislation.
- D. The parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1. Unless otherwise defined herein, capitalized terms and expressions used in this DP Agreement shall have the following meaning:
- a. **"Controller"** means the Customer and/or any Relevant Entity which is acting as controller (as defined in the DP Legislation) in connection with this Agreement.
 - b. **"Data Breach"** means any accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, or access or damage to the Personal Data or any other unauthorised or unlawful processing of the Personal Data;
 - c. **"DP Agreement"** means this Data Processing Agreement which incorporates the Principal Agreement;
 - d. **"Data Protection Legislation"** means any applicable data protection laws relating to the protection of individuals with regard to the processing of personal data, including:
 - i. the GDPR; laws implemented in the United Kingdom which contain derogations from, or exemptions or authorisations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR (including the Data Protection Act 2018); and
 - ii. the Privacy and Electronic Communications (EC Directive) Regulations 2003; ;
 - e. **"EEA"** means the European Economic Area;
 - f. **"EU GDPR"** means the General Data Protection Regulation (EU) 2016/679;
 - g. **"GDPR"** means the EU GDPR and/or the UK GDPR;
 - h. **"Personal Data"** means the personal data (as defined in the DP Legislation) processed by the Supplier on the Controller's behalf in connection with this Agreement;
 - i. **"Services"** means the Software and Services defined in the Terms of Use Agreement which Processor provides;
 - j. **"Standard Contractual Clauses"** means the standard contractual clauses approved by (i) the United Kingdom ("**UK**"), in respect of transfers of Personal Data subject to the UK GDPR, and/or (ii) the European Commission, in respect of transfers of Personal Data subject to the EU GDPR, attached at Annex E of this Agreement;
 - k. **"Subprocessor"** means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the DP Agreement;
 - l. **"Third Country"** means any country outside the UK, with the exception of any country that the UK government has declared as having an adequate level of protection of personal data.
 - m. **"UK GDPR"** has the meaning given in section 3(10) of the Data Protection Act 2018, as supplemented by section 205(4) of that Act .

Company in connection with the DP Agreement.

- 1.2. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Export and Processing of Personal Data

- 2.1. The Company shall comply with all applicable Data Protection Laws in respect of the exercise and performance of the Company's rights and obligations under the Principal Agreement and this DP Agreement. Company will be responsible for obtaining all necessary consents from individuals in respect of their Personal Data and responding to requests from individuals concerning the content, use and treatment when Processing Personal Information.
- 2.2. The Company instructs Processor to process Personal Data.
- 2.3. The parties agree that the approved standard contractual clauses for the transfer of personal data will apply to the Company's export of, and Processing of, Personal Data under the Principal Agreement. In the standard contractual clauses, a reference to the "data exporter" is to Company; and a reference to the "data importer" is to the Processor.
- 2.4. Processor shall:
 - (a) comply with the Data Protection Law in the Processing of Personal Data; and
 - (b) not Process Personal Data other than on the Company's documented instructions as set out in this section and the Schedule.
 - (c) If the Data Protection Law requires Processor to process Personal Data other than in accordance the Company's documented instructions, Processor will notify the Company of any such requirement before Processing the Personal Data (unless the Data Protection Law prohibits such information on important grounds of public interest).

3. Processor Personnel

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or need to access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with the Data Protection Law in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, the Subprocessors.

SCHEDULE TO ANNEX D – DATA PROCESSING DETAILS

A. Subject-matter of processing:

Potential and actual attendees at events, members of associations and students completing continuing education will have Personal Data collected.

B. Duration of the processing:

Unless specified otherwise, the duration of processing is for the term the Service is provided under the Principal Agreement.

C. Nature and purpose of the processing:

Through the Company's use of EventsAir, the Company collects Personal Data relating to Data Subjects who apply or enrol to participate in marketing and managing events, conferences, exhibitions, membership, travel and continuing education. The purpose of EventsAir processing this Personal Data is to assist in the Company to organise an event and peripheral activities as determined by the Company.

D. Type of Personal Data:

The Company determines the Personal Data to be collected, and this typically includes the Data Subject's name, email, telephone number, photograph, credit card details and personal identification information such as passport number, social security number etc. In addition, IP Address is collected.

E. Categories of Data Subjects:

The Company determines the categories of Data Subjects.

F. Processing Instructions

Technical and organisational security measures.

Personal Data is stored in an encrypted cloud database, and all data transfers to and from the cloud are to be encrypted. Sufficient data security is to be applied to all Personal Data so that the storage and transmission of Personal Data meets the same standards required by PCI DSS Level 1 compliance and needs to be externally audited every 12 months by an accredited PCI DSS auditor.

G. Functionality in EventsAir

The Company can use many features in EventsAir to Process Personal Data. These include reporting, export, interfaces to external systems (including the Company's systems), email, online registration forms, attendee apps, consent management, anonymization and more. The Company can use these features to manage its own Processing instructions under this Schedule.

H. Approved Subprocessors

At the time of entry into this DP Agreement, the Processor has appointed the following organisations as Subprocessors to supply services used in processing and storing Personal Data, Should the processor seek to add a new sub-processor into the approved grouping the, controller retains the right to withdraw data or object, and therefore will notified in advance of any proposed changes.

Subprocessor	Address	Description of processing
Microsoft Azure	One Microsoft Way. Redmond. Washington. 98052-6399. USA	Storage of all data, hosting of web applications, backups and data processing/compute
Sendgrid	375 Beale St, 3 rd Fl, San Francisco CA 94105 USA	Sending of all email communications
Twilio	375 Beale St, #300, San Francisco, CA 94105 USA	Video streaming from OnAIR
Cachefly	PO Box 734623 Chicago IL 606734623 USA	Video streaming from OnAIR
Vonage	23 Main St, Holmdel, NJ 07733 USA	Video streaming from OnAIR
Rev.ai	222 Kearny St, 8 th Fl, San Francisco, California CA 94108 USA	Close captioning from OnAIR sessions
Wowza	523 Park Point Dr, Ste 300, Golden, Colorado 80401 USA	Video streaming from OnAIR

Annex E – Standard Contractual Clauses

Additional provisions that apply in respect of the transfers of Personal Information described in Annex D	<p>The parties are entering into this Agreement which involves the transfer of the personal data of individuals located in the member countries of European Union and as such the standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers) set out in Commission Decision 2021/914/EU (EU Standard Contractual Clauses) shall apply and are hereby incorporated into these data processing terms.</p> <p>The following options are selected: Module II- Clause 9 - Option 2.</p> <p>A copy of the EU Standard Contractual Clauses can be found at: Publications Office (europa.eu)</p> <p>The parties are entering into this Agreement which the transfer of the personal data of individuals located in United Kingdom and as such the parties agree to incorporate the UK Addendum to the EU Commission Standard Contractual Clauses for data transfers published by the UK Information Commissioner and in force from March 21, 2022 as part of this Agreement (“UK Addendum”).</p> <p>The following options are selected: Module II, Clause 7 – N/A, Clause 11 – N/A, Clause 9a – Option 2, Clause 9a (Time period) – 30 days, is personal data received from the Importer combined with personal data collected by the Exporter – No.</p> <p>A copy of the UK Addendum can be found at: international-data-transfer-agreement.pdf (ico.org.uk)</p>
Governing Law	<p>The Standard Contractual Clauses shall be governed by the law of the jurisdiction in which the <i>data exporter</i> is established.</p> <p>The provisions relating to data protection aspects for sub-processing of the contract referred to in Clause 11 paragraph 1 of the Standard Contractual Clauses shall be governed by the law of the jurisdiction in which the <i>data exporter</i> is established.</p>

Table 2	
Completing the details needed for the Standard Contractual Clauses:	
<p>In respect of this Agreement, for the purposes of the Standard Contractual Clauses:</p> <p>(a) the Customer shall be the <i>data exporter</i> and we (being Centium) shall be the <i>data importer</i>; and</p> <p>(b) the description of the transfer for the purposes of Annex 1 to the Standard Contractual Clauses and the description of the technical and organisational security measures implemented by the <i>data importer</i> for the purposes of Annex 2 to the Standard Contractual are as set out in the rest of this table.</p>	
Description of the transfer for the purposes of Annex 1 to the Standard Contractual Clauses	
Data exporter	<p>The <i>data exporter</i> has contracted with the <i>data importer</i> to access and use the <i>data importer's Software as set out in the Package and Sales Agreement</i> and, as part of those arrangements, is transferring Personal Information to the <i>data importer</i>.</p>

<p>Data importer</p>	<p>The <i>data importer</i> is Centium (trading as EventsAir), which is a provider of smart events technology services and solutions.</p> <p>The <i>data importer's</i> activities which are relevant to the transfer are the provision of Services to the <i>data exporter</i>, as set out in these Terms of Use and the Sales Agreement.</p> <p>It is recognised that the personal information that the <i>data importer</i> processes (i) when it accesses the <i>data exporter's</i> systems in relation to the provision of support; and (ii) when the <i>data exporter</i> uses the <i>data importer's</i> Software, will be determined by the <i>data exporter</i>.</p>
<p>Data subjects</p> <p>The personal data transferred concern the following categories of data subjects</p>	<p>The categories of data subjects to which the personal information relates will be determined by the <i>data exporter</i>.</p> <p>Details about the likely categories of data subject are set out in the Schedule to Annex D to this Agreement.</p>
<p>Categories of data</p> <p>The personal data transferred concern the following categories of data</p>	<p>The non-special categories of personal data will be determined by the <i>data exporter</i>.</p> <p>Details about the likely non-special categories of personal data are set out in the Schedule to Annex D to this Agreement.</p>
<p>Special Categories of Data (if appropriate)</p> <p>The personal data transferred concern the following special categories of personal data</p>	<p>The special categories of personal data will be determined by the <i>data exporter</i>.</p> <p>Details about the likely special categories of personal data are set out in the Schedule to Annex D to this Agreement.</p>
<p>Processing Operations</p> <p>The personal data transferred will be subject to the following basic processing activities</p>	<p>The Schedule to Annex D to this Agreement sets out the basic processing activities to which the personal data will be subject.</p>
<p>Description of the additional technical and organisational security measures implemented by the <i>data importer</i> for the purposes of Annex 2 to the Standard Contractual Clauses</p>	
<p>Description of the technical and organisational security measures implemented by the <i>data importer</i> in accordance with Annex 2 to the Standard Contractual Clauses</p>	<p>The <i>data importer</i> shall implement and maintain appropriate technical and organisational measures in relation to the processing to ensure a level of security appropriate to the risk, taking into account the nature, scope, context and purpose of the processing, and to prevent accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, or access or damage to the Personal Data, including by:</p> <ol style="list-style-type: none"> 1. Encryption <ol style="list-style-type: none"> (a) ensuring strong encryption shall be employed to encrypt personal data in accordance with industry best practices, in compliance with Applicable Data Protection Laws, and while personal data is at rest, including but not limited to while on servers, desktop computers, laptops, tablets, mobile devices or while stored on removable media of any form. 2. Physical and environmental

	<ul style="list-style-type: none"> (a) ensuring documented controls shall be maintained to protect personal data against unauthorised physical access. (b) ensuring physical access, to include visitor access to facilities shall be appropriately restricted, and all access periodically reviewed. (c) ensuring facilities maintain appropriate environmental controls, including fire detection and suppression, climate control and monitoring. Environmental control systems must be monitored and periodically tested. (d) ensuring critical IT infrastructure has sufficient emergency power to remain operational until main power is restored, or failover to an alternate site is achieved. <p>3. Access control</p> <ul style="list-style-type: none"> (a) ensuring that documented logical access policies and procedures shall support “need-to-know” access, ensure separation of duties during the approval and provisioning process, and ensure each provisioned user account is uniquely identified. (b) Management of privileged user accounts, including service accounts, shall follow documented processes and be appropriately restricted. A periodic review and governance process must be maintained to ensure appropriate provisioning of privileged access. (c) ensuring documented authentication and authorisation policies cover all applicable systems processing personal data. Where passwords are used, policies shall include password complexity and length requirements, password provisioning requirements, control of password resets, thresholds for lockout attempts, thresholds for inactivity, and requirements that user accounts and passwords must not be shared. (d) Where information can be accessed from outside of the Supplier’s own network, e.g. from the public internet or where hosted in any form of cloud service, multifactor authentication (MFA) shall be employed to minimise the risk presented by credential compromise (in relation to both administrative and non-administrative activity and associated user accounts). <p>4. Network and infrastructure</p> <ul style="list-style-type: none"> (a) A Production network diagram shall be maintained to facilitate analysis and incident response. (b) All personal data, including that shared with dependent suppliers, shall be stored and maintained in a manner that allows for its return and/or secure destruction upon request by the firm. (c) Firewalls shall be used to isolate distinct computing environments. Firewall management shall be performed in accordance with recognised good practices and the principle of least privilege. Processes relating to the management of firewalls shall be fully documented. Firewalls rules shall be reviewed at a predefined periodicity, and records of such reviews maintained. (d) All remote access to IT systems shall be appropriately secured. Data in transit shall be encrypted. Multi-factor authentication shall be used to authenticate users at the outset of remote access sessions. Controls shall be enforced to prevent remote users from accessing both the Supplier’s network and a separate remote network simultaneously (i.e. no split tunnelling). (e) Backups of information and information systems shall be taken at least daily. Tests shall be conducted at least monthly to ensure that information and information systems can be restored successfully from backup. <p>5. Detection and monitoring</p> <ul style="list-style-type: none"> (a) Appropriate and continuous monitoring shall be implemented to detect anomalous activities and intrusions, as well as events that might affect the confidentiality, integrity and availability of personal data and the assets that process or support it. (b) A log management framework shall be maintained that confirms that key IT systems and processes (including but not limited to applications, networking equipment, databases, endpoints, security devices, infrastructure and servers) are producing the required logs, in accordance with industry best practices. Such logs shall be appropriately secured (including against modification or deletion by administrators), held centrally, and be retained by the Supplier for a minimum period of 12 months. <p>6. Antimalware</p> <ul style="list-style-type: none"> (a) Antimalware protection shall be implemented on the Supplier’s information systems and be updated periodically in accordance with the manufacturers’ recommendations
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	<p>7. Vulnerability management</p> <ul style="list-style-type: none"> (a) Vulnerability scans shall be performed at least monthly, and any critical or high rated vulnerabilities identified must be remediated or treated within 30 days. (b) Appropriate procedures shall be maintained to ensure that all security patches are applied to all software, computer hardware and IT infrastructure within 30 days of release. (c) All technology assets (hardware and software) shall have a contract in force with the manufacturer or, failing that, an extended support contract that includes the publication of all necessary security patches. <p>8. Independent assessments</p> <ul style="list-style-type: none"> (a) Penetration testing shall be conducted on internet facing assets within the scope of the services delivered to the firm not less than annually, and upon any significant change. All penetration testing shall be performed by suitably qualified, independent and reputable providers. <p>9. Retention and destruction</p> <ul style="list-style-type: none"> (a) Documented policies shall be maintained that detail the Supplier's retention and destruction arrangements for personal data processed within the scope of the services delivered to the firm. (b) Decommissioning procedures shall be designed to prevent access to personal data by unauthorised persons. <p>10. Privacy impact assessments</p> <ul style="list-style-type: none"> (a) Data Protection Impact Assessments (DPIAs) (or a privacy impact assessment where a DPIA is not mandated by Applicable Data Protection Laws) shall be performed for all new IT systems and significant IT changes to ensure that privacy by design and default is built into relevant systems and processes. (b) A comprehensive Record of Processing Activity (RoPA) and associated data flow diagrams shall be maintained to ensure that the Supplier understands which IT systems are being used to process personal data. <p>11. Data policy</p> <p>Maintain (and regularly review and, where necessary, update) a data policy setting out guidelines, processes and requirements for ensuring the security of personal information and information and ensure that its employees and other personnel comply with the terms of that policy.</p>
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