

Terms and Conditions

1. Contract

- 1.1 This Agreement applies to all Products supplied by Strata Data to the Client as part of the Proposal and the Client is deemed to have read and agreed to this Agreement.
- 1.2 No other terms and conditions or other documents are relevant unless expressly acknowledged or referred to in or attached to this Agreement.
- 1.3 The EULA forms a part of this Agreement.
- 1.4 The Client grants Strata Data the exclusive rights to supply the Services to and in relation to the Premises for the duration of the Term.

2. Supply

- 2.1 The Client engages Strata Data to supply the Products and perform the Services, and Strata Data will supply the Products and perform the Services during the Subscription Period for the Price.
- 2.2 The Client must ensure that Strata Data and its Personnel are provided with all information, access to facilities, assistance and equipment reasonably required by Strata Data and its Personnel to enable Strata Data to comply with its obligations under this Agreement.

3. Content Management System

- 3.1 As provided in the Proposal and this Agreement, Strata Data shall:
 - 3.1.1 host and provide the Client with access to Strata Data's proprietary hosted application ('CMS') during the Subscription Period; and
 - 3.1.2 establish on the CMS initial administrative accounts for Authorised Users.
- 3.2 The Client shall, and shall cause the Authorised Users to keep all account information confidential and not share such information with any other person.
- 3.3 The Client is fully responsible for all activities that occur under all Authorised User accounts, including any acts or omissions of Authorised Users that result in a breach of this Agreement.
- 3.4 The Client, through the Authorised Users, shall be responsible for uploading all Content.
- 3.5 Strata Data will have no responsibility for any failure of the CMS caused by any acts or omissions of Authorised Users.
- 3.6 Authorised Users will also be individually subject to any general terms of service that Strata Data posts in the CMS.
- 3.7 Strata Data will use commercially reasonable efforts to keep the CMS operational on a continuous basis during the Subscription Period, exclusive of downtime necessary for scheduled and emergency maintenance.
- 3.8 Strata Data will provide support to the Client in accordance with the service level/package selected in Contract Summary.
- 3.9 Strata Data will make available to the Client at its sole discretion and at no additional charge any modifications, bug fixes, patches, maintenance releases or other updates to the CMS during the Subscription Period.

4. Mobile App

- 4.1 Where provided for in the Proposal, Strata Data will:
 - 4.1.1 enable in the CMS the facility for Authorised Users to register Residents as users of the Mobile App;
 - 4.1.2 enable in the CMS access to Authorised Users to send push notifications to registered Residents who have the Mobile App installed and running on their devices.

- 4.2 It is the responsibility of the Client to ensure that Residents have the Mobile App correctly downloaded, installed, registered and connected to the CMS.

5. Digital Screens

- 5.1 All Digital Screens subject to this Agreement and described in the Proposal must be purchased from Strata Data.
- 5.2 Title to Digital Screens passes to the Client only on payment in full of the Setup and Connect Fee.
- 5.3 Risk of loss or damage to Digital Screens passes to the Client upon delivery of the Digital Screens by Strata Data to the Premises by Strata Data.
- 5.4 The Client must not place, or allow to be placed, on the Digital Screens any plates or marks that are inconsistent with Strata Data's interest in them or with Strata Data's right in clause 1.4.
- 5.5 The Client will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with any item of the Digital Screens. The Client will not allow any lien to be created upon the Digital Screens whether for repairs or otherwise and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect of the location where the Digital Screens are situated and will do all things reasonably necessary to protect the Digital Screens against distress, execution or seizure.
- 5.6 From the Commencement Date until the expiry of the Subscription Period, the Client will be responsible for the care of the Digital Screens, and the Client shall keep the Digital Screens in good repair (fair wear and tear excepted) and advise Strata Data as soon as possible of any damage to the Digital Screens or if any Digital Screen is damaged, lost or stolen.
- 5.7 Client must insure the Digital Screens for full replacement value.
- 5.8 The Client must (at the Client's cost) allow Strata Data to repair or replace any damaged, lost or stolen Digital Screens within 30 days of the Digital Screen being lost, damaged or stolen.
- 5.9 Strata Data will provide a quotation to the Client for any repairs and replacements to be carried out under clause 5.8 and the Client agrees to bear the cost of such quoted repairs and replacements.

6. Content Display Device

- 6.1 Each Digital Screen must have attached to it one CDD.
- 6.2 Strata Data will supply and install one CDD for each Digital Screen supplied as part of this Agreement.
- 6.3 Title for each CDD rests with Strata Data and this Agreement does not cause title to pass to the Client.
- 6.4 In exchange for entry into this Agreement, Strata Data grants a non-exclusive limited licence to the Client to use the CDD for the sole purpose of displaying content on the Digital Screen to which it is connected.
- 6.5 The Client will not remove, disconnect, alter or modify in any way any CDD.
- 6.6 The Client agrees not to connect any CDD to any other device other than the Digital Screen to which it was connected when installed by Strata Data.
- 6.7 The Client agrees not to allow any other party, including the Client, to install any CDD and the Client agrees that only Strata Data may install, connect, disconnect, remove, relocate or modify in any way, any CDD subject to this Agreement.

7. Installation

- 7.1 The Digital Screens will be installed at the Premises in the locations agreed to by Strata Data and the Client, and may be described in the Contract Summary (**'Nominated Locations'**).
- 7.2 The Client warrants that it has authority to allow Digital Screens to be installed at the Premises in the Nominated Locations.
- 7.3 The Client must ensure at its own cost that each Nominated Location has appropriate, space and power provisioned such that the Products may be properly installed.
- 7.4 All reasonable effort will be made by Strata Data to hide cabling and any other fixings (for example, mounting brackets or bolts) from public view. Strata Data does not warrant that all or any cabling or other fixings will be hidden from public view.
- 7.5 The Client must grant and facilitate Strata Data to have access to the Premises at such times and on such notice as Strata Data reasonably requires in connection with the supply, maintenance and removal of the Products from time to time.
- 7.6 The Client must co-operate with Strata Data or with any third party nominated by Strata Data to perform the installation and removal of the Products in relation to any workplace health and safety obligations, issues or incidents including by ensuring a safe place of work. In particular, any notifiable health and safety incidents that occur in relation to the supply and installation of the Products must be notified to Strata Data immediately.
- 7.7 The Client agrees that at the request of Strata Data it will provide any further assistance as required by Strata Data in connection with the supply of the Products and ongoing use of the Services.
- 7.8 The Client indemnifies Strata Data against all claims, losses, damages, liabilities or costs suffered or incurred by Strata Data or its Personnel as a result of or in connection with Strata Data's access to and/or occupation of the Client's premises or property, except to the extent that such claims, losses, damages, liabilities and costs are solely and directly caused by the negligence or wilful misconduct of Strata Data or its Personnel.

8. Term and Timing

- 8.1 The initial term of this Agreement shall be the Term of the Agreement as specified in Item 3 of the Contract Summary and shall commence on the Commencement Date (**'Initial Term'**), unless terminated earlier pursuant to this clause 8.
- 8.2 This Agreement will be automatically renewed on a monthly basis (each renewal an **'Extended Term'**) on the expiry of the Initial Term and upon each Extended Term, unless:
 - 8.2.1 the Client and Strata Data agree in writing to an extension of the term of this Agreement; or
 - 8.2.2 the Client gives Strata Data written notice of termination at least 30 days prior to the end of the then current term; or
 - 8.2.3 the Agreement is terminated earlier pursuant to clause 18.
- 8.3 Hardware may be provided up to 12 weeks after the Commencement Date.
- 8.4 The Mobile App will be available for use by the Client and the Residents within 8 weeks from the Commencement Date.

- 8.5 The Subscription Period commences on the later of the Commencement Date or the date the CMS and the Mobile App are provided and made available for use by the Client.

9. Payment

- 9.1 Strata Data will invoice the Client for the Setup and Connect Fee and will invoice the Client monthly for the Communications Support Fee.
- 9.2 Payments must be made in accordance with the Payment Terms.
- 9.3 The withholding or extension of credit will be at the absolute discretion of Strata Data.
- 9.4 Payments must be made without set-off or deduction.
- 9.5 Payments must be made in the manner nominated by Strata Data.
- 9.6 Strata Data may, at its option, apply money received from the Client against any money then due by Strata Data to the Client.
- 9.7 Strata Data at its discretion may withdraw the Products case providing the Services (or both) at any time during the Term until all amounts payable to Strata Data by the Client have been paid in full.
- 9.8 Any late payment by the Client attracts interest at the Interest Rate and interest will accrue starting from the day after the date payment is due and be recoverable from day to day.

10. Software

- 10.1 The Client shall use its best endeavours to protect the Software at all times from unauthorised access, use or damage.
- 10.2 The Client agrees that it has no right to mortgage or charge the Software or use the same as surety or collateral.

11. Display of Other Information

- 11.1 As partial consideration for the Supply of the Products and Services by Strata Data, the Client grants Strata Data the exclusive right to display on the Digital Screens or in the MobileApp (as Strata Data sees fit) other information, including advertisements, in addition to the (**'Other Content'**).
- 11.2 Strata Data agrees not to allow more than 50% of the total screen area of a Digital Screen to be consumed by Other Content unless otherwise agreed to by the Client.
- 11.3 In the event that the Content or Other Content is offensive or illegal, the Client must immediately notify Strata Data in writing and Strata Data will remove the offensive or illegal Content or Other Content.
- 11.4 Revenue received by Strata Data in connection with the display of Other Content is the property of Strata Data and the Client has no right to such revenue.

12. Intellectual Property

- 12.1 Subject to this Agreement, Strata Data grants to the Client a non-exclusive, non-transferrable, non-sub licensable, revocable licence, during the Subscription Period to:
 - 12.1.1 access and use the CMS for the Client's business use;
 - 12.1.2 internally use, reproduce and distribute any user documentation for the Software;
- 12.2 Subject to this Agreement, the Client grants to Strata Data an exclusive, transferrable, sub-licensable, irrevocable and royalty-free licence during the Subscription Period to access, reproduce and display the Content.

- 12.3 If the Client fails to pay the Communications Support Fee the licence in clause 12.1 may be suspended or revoked by Strata Data upon written notice to the Client.
- 12.4 The Client may allow Authorised Users to exercise the foregoing rights provided that any Authorised Users who are subcontractors shall only access and use the Software in the course of performing services for the Client and the Client shall be responsible for any breach of the Agreement caused by any Authorised User.
- 12.5 Subject to this Agreement, the Client grants Strata Data a royalty-free, non-transferrable, non-sub licensable, non-exclusive licence, during the Subscription Period, to use the Client Information to provide the Services.
- 12.6 Title to and ownership of the Software and CDD (including all modifications, additions or improvements undertaken by Strata Data), including copies thereof, and all Intellectual Property Rights therein, will remain with Strata Data. No title or ownership of, or any other right in, the Software or any part or modification of the same (whether or not paid for by the Client) is transferred to the Client.
- 12.7 Title to and ownership of all Aggregate Data collected in relation to the Client or the Residents from their use of the Software or collected by Strata Data in performing the Services will remain with Strata Data. Strata Data will not grant the Client use of or access to the Aggregate Data except as stated in this Agreement.
- 12.8 Strata Data acknowledges that the Client owns the Content.
- 12.9 The Client is responsible for the accuracy of the Content and warrants that it will be compliant with the Laws.
- 12.10 The Client warrants and represents to Strata Data that the Client owns or validly licenses all Intellectual Property Rights in the Content and that the use of the Content by Strata Data in connection with providing the Services will not infringe the rights of any third party.
- 12.11 The Client indemnifies Strata Data from and against all liabilities, claims, losses, damages, costs suffered or incurred by Strata Data arising (directly or indirectly) and including any debt recovery and legal costs on a full indemnity basis from any breach by the Client of the Intellectual Property Rights of a third party.
- 12.12 The Client acknowledges that Strata Data owns the Other Content.
- 12.13 Strata Data will be responsible for the accuracy of the Other Content.
- 12.14 The Client grants Strata Data a royalty-free, perpetual, worldwide licence to use the name of the Premises and the name of the Client for the purpose of marketing the Services or any related purpose.

13. Privacy

- 13.1 Strata Data will not sell, rent or exploit Resident's Personal Information as provided by the Residents or the Client to Strata Data.
- 13.2 Strata Data will take reasonable commercial actions to protect Resident's Personal Information from unauthorised access or disclosure.

14. Subcontract

Strata Data may at any time, in its absolute discretion and without the Client's consent or approval, subcontract any part or all of the Services, on such terms and conditions as Strata Data may determine.

15. Right of first refusal

- 15.1 During the Term the Client agrees not to sell, lease or licence part of the Premises (internal and external) to be

used for advertising (the 'Purpose') to any person other than Strata Data unless:

- 15.1.1 the Client has first served on Strata Data a written notice stating the terms upon which the Client offers to sell, lease or licence part of the Premises for the Purpose, and Strata Data has not accepted the offer within 21 days after service of the notice, and

- 15.1.2 Strata Data is not in breach of the terms of this Agreement.

- 15.2 The Client will not sell, lease or licence part of the Premises (internal and external) for the Purpose to a third party on terms more favourable than those offered to Strata Data pursuant to clause 15.1.1.

16. Warranties, liabilities and indemnities

- 16.1 To the maximum extent permitted by law, Strata Data provides no warranties or guarantees whether express or implied in connection with the Products and the Services, and all warranties, descriptions, representations or conditions (whether relating to fitness, merchantability, or otherwise, and all specific conditions, even though such conditions may be known to Strata Data) are expressly excluded.

- 16.2 To the maximum extent permitted by law:

- 16.2.1 the Client releases Strata Data from any claim, liability, damage, loss or cost suffered or incurred by the Client, its personnel, or invitees onto the Premises (including without limitation the Residents and the Resident's invitees onto the Premises) in relation to the delivery of the Services;

- 16.2.2 Strata Data's liability to the Client or the Client's personnel or invitees onto the Premises (including without limitation the Residents and the Resident's invitees onto the Premises) under or in connection with this Agreement is limited to the lesser of the Communications Support Fee paid by the Client to Strata Data during the year in which the cause of action accrued or the cost of replacement.

- 16.3 Strata Data does not warrant that the Client and the Residents will have continuous access to the Software, including as a result of circumstances outside of Strata Data's control that arise from time to time that result in the Software not being available to the Client and the Residents.

- 16.4 Without limiting the effect of clause 16.3, Strata Data will not be liable if the Software is not accessible due to:

- 16.4.1 scheduled maintenance for which the Client has been given reasonable written warning in advance;

- 16.4.2 the Client's failure to comply with Strata Data's reasonable instructions;

- 16.4.3 the Client's act or omission.

- 16.5 The Client indemnifies Strata Data from and against all liabilities, claims, losses, damages, costs suffered or incurred by Strata Data arising (directly or indirectly), including any debt recovery and legal costs on a full indemnity basis from the Client's acts or omissions or breach of this Agreement, except to the extent that such claim, loss or damage arises solely and directly from the gross negligence or wilful misconduct of Strata Data or its Personnel.

- 16.6 The Client warrants that it will ensure, by taking out an appropriate service agreement, insurance policy or by any other means, that the Digital Screens will never be unable

to display the Content or Other Content for a period of more than 14 days.

16.7 This clause 16 will survive expiry or termination of this Agreement.

17. Insurance

17.1 Strata Data will maintain:

17.1.1 public liability insurance in the order of \$20,000,000; and

17.1.2 workers compensation insurance in the case of its employees.

17.2 The Client will maintain:

17.2.1 public liability insurance of not less than \$20,000,000 per claim; and

17.2.2 appropriate property contents insurance.

18. Termination and Events of Default

18.1 If an Event of Default occurs or is threatened to occur to the Client, Strata Data can immediately, at its discretion:

18.1.1 terminate this Agreement;

18.1.2 suspend or cancel provision of Services;

18.1.3 make the Price immediately due and payable; and/or

18.2 If an Event of Default occurs or is threatened to occur to Strata Data, the Client can immediately, at its discretion, terminate this Agreement.

18.3 The Client may terminate this Agreement by providing a minimum of sixty (60) days written notice to Strata Data.

18.4 Where the Client terminates the Agreement in accordance with clause 18.3, the Client will be required to pay the remainder of the Communications Support Fee for the remainder of the Term at Strata Data's sole discretion.

18.5 Termination of this Agreement does not affect any rights and remedies of a party which accrued prior to termination.

19. Personal Property Securities Act

19.1 The PPSA applies to this Agreement and the terms used in this **clause 19** have the meaning given to them in the PPSA.

19.2 The Client must:

19.2.1 do anything (including executing a new security document) for the purpose of:

(a) ensuring a Security Interest created under this Agreement attaches to the collateral intended to be covered by that Security Interest, the Security Interest is enforceable, perfected, maintained and otherwise effective, and any Security Interest created under this Agreement has the priority contemplated by this Agreement;

(b) enabling Strata Data to prepare and register a financing statement or financing change statement if Strata Data deems necessary;

(c) enabling Strata Data to exercise any of its powers in connection with any Security Interest created under or provided by this Agreement; and

19.2.2 provide information requested by Strata Data to enable Strata Data to exercise any of its powers or perform its obligations under the PPSA.

19.3 A Security Interest arises under this Agreement in all present and future CDDs and any goods supplied by Strata Data to the Client which are unpaid.

19.4 The Security Interest arising under this **clause 19** attaches to the CDD and any other equipment owned by Strata Data when the goods are delivered to the Premises, not at any later time.

19.5 Except if section 275(7) of the PPSA applies, Strata Data and the Client agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available and the Client agrees not to provide any authorisation for the disclosure of such information.

19.6 The Client agrees that:

19.6.1 Strata Data has no obligation to dispose of or retain personal property it seizes within a reasonable time under section 125 of the PPSA;

19.6.2 it must not complain of damage, cost or inconvenience caused by Strata Data in taking apparent possession of personal property under section 126 of the PPSA;

19.6.3 following default, the Client has no rights to redeem personal property under section 142 of the PPSA; and

19.6.4 it has no rights to reinstate this Agreement after default under section 143 of the PPSA.

19.7 The Client waives its rights to receive:

19.7.1 a notice of Strata Data's proposal to remove personal property which has become an accession under section 95 of the PPSA;

19.7.2 a notice of Strata Data's proposal to exercise its rights with land law under section 118(1)(b) of the PPSA;

19.7.3 a notice of Strata Data's action (arising under section 120(2) of the PPSA) in relation to an interest in collateral under section 121(4) of the PPSA;

19.7.4 a notice of Strata Data's seizure of certain personal property under section 123(2) of the PPSA;

19.7.5 a notice of Strata Data's proposal to dispose of personal property under section 130 of the PPSA;

19.7.6 details of the amounts paid to other secured parties in a statement of account provided by Strata Data under section 132(3)(d) of the PPSA;

19.7.7 a statement of account under section 132(4) of the PPSA;

19.7.8 a notice of Strata Data's proposal to retain personal property under section 135 of the PPSA; and

19.7.9 a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any Security Interest under, or provided for by this Agreement.

19.8 The Client waives any rights it has to object to Strata Data's proposal to purchase personal property under section 129(2)(b) of the PPSA and object to Strata Data's proposal to retain personal property under section 134(2)(b) of the PPSA.

19.9 Anything required by Strata Data to be done under this **clause 19** must be done by the Client at its expense. The Client agrees to pay Strata Data's costs in connection with action taken by the Company in connection with this **clause 19**. The Client undertakes to be responsible for the full costs incurred by Strata Data (including actual legal fees and disbursement on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA.

20. GST

20.1 Unless otherwise stated all payables are exclusive of GST and the Client is responsible for payment of any GST liability in respect of the provision of the Products and the Services, which amount will be payable to Strata Data at the same time as the GST-exclusive consideration subject to the provision by the Company of a GST invoice to the Customer.

20.2 Strata Data will provide a valid tax invoice (in the form prescribed by the A New Tax System (Goods & Services Tax) Act 1999 (Cth)) to the Client.

21. Confidentiality

21.1 Each party must maintain the confidentiality of and not disclose any trade secret, confidential information or commercially sensitive information about each other party obtained in connection with this Agreement, other than when required by law, when the information falls into the public domain or if required by a party's professional advisors.

21.2 This clause will survive termination of this Agreement for a period of three years.

22. Force Majeure

Strata Data will not be liable for any liability caused by Strata Data's failure to provide the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, nationwide industrial action, lockout, war, interruption or failure of electricity or telecommunication service or any other matter beyond Strata Data's reasonable control.

23. General

23.1 The parties may vary this Agreement by written agreement.

23.2 This Agreement sets out the entire agreement between the parties.

23.3 To the extent of any inconsistency between the Proposal and these terms and conditions, these terms and conditions prevail.

23.4 This Agreement will be governed and construed in accordance with the law of the state of South Australia and the parties submit to the exclusive jurisdiction of the courts of the state of South Australia.

23.5 Time is of the essence in respect only of the obligations of the Client.

23.6 This Agreement does not create a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

23.7 The rights and obligations under this Agreement are personal and cannot be assigned by the Client without the prior written consent of Strata Data. Strata Data is free to assign this Agreement without consent.

23.8 If the Client is a trustee of a trust, it is bound by this Agreement both personally and in its capacity as trustee.

23.9 Any provision of this Agreement must be read down to any extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Agreement is unaffected.

23.10 A provision of this Agreement must not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.

23.11 No waiver by Strata Data of any breach or default by any other party is effective unless in writing.

23.12 Each party must bear its own costs in relation to the negotiation, preparation and execution of this Agreement.

23.13 Other than as provided in this document the rights and remedies provided under this document are cumulative and not exclusive of any rights or remedies provided by law. Any single or partial exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this document.

24. Definitions

In this document, the following words have the following meanings:

24.1 **Agreement** means these Terms and Conditions including the Contract Summary and the Proposal (if any).

24.2 **Aggregate Data** means aggregate, statistical and operational information or analysis relating to the Client's or Residents' use of the Services.

24.3 **Authorised Users** means those individuals nominated by the Client to use the CMS to create, modify and manage Content, including displaying the same on the Digital Screens.

24.4 **Client** means the entity described in item 1 of the Contract Summary.

24.5 **Client Information** means any information:

24.5.1 about the Client that it provides to Strata Data for the purpose of receiving the Services; or

24.5.2 specific to the Client's business that is generated by the Services (excluding Aggregate Data).

24.6 **Commencement Date** means the commencement date specified in item 3 of the Key Term Schedule.

24.7 **Content** means the information sought to be delivered to Residents by the Client by way of display on the Digital Screens at the Premises or by delivery to Residents by way of the Mobile App.

24.8 **Communications Support Fee** means the amount described as 'Monthly Activation (Subscription)' in the Contract Summary and payable monthly for the duration of the Subscription Period for the provision of the Services.

24.9 **Content Display Device** and **CDD** mean the hardware device attached to a Digital Screen and connected to the Digital Screen and to the internet, said device enabling and managing the display of Content and Other Content on the Digital Screen to which it is attached.

24.10 **Content Management System** or **CMS** means the system described in clause 3.

24.11 **Digital Screen** means the hardware components (for example, screens, pedestals, mounting brackets and other accessories) described under the heading 'Digital Screens' in the Proposal which together makes up the device or devices on which to display the Content and Other Content at the Premises.

24.12 **EULA** means the end-user licence agreement for use of the CMS, the Mobile App or any other EULA associated with the Products.

24.13 **Event of Default** means:

24.13.1 a material breach of this Agreement that occurs, which has not been remedied within 30 days of receiving notice of that breach;

24.13.2 a failure by the Client to pay any part of the Price by the Payment Date;

24.13.3 a party being an insolvent, bankrupt or experiencing any form of external administration;

24.14 **GST** has the meaning ascribed to it in the A New Tax System (Hardware and Services Tax) Act 1999 (Cth).

24.15 **Insolvent** has the meaning given in section 9 of the Corporations Act 2001 (Cth).

24.16 **Intellectual Property Rights** means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar rights whether at common law or by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know-how, goodwill or confidential information.

- 24.17 **Interest Rate** means the interest rate that is four per cent above the Cash Rate Target announced by the Reserve Bank of Australia from time to time.
- 24.18 **Contract Summary** means the schedule to this document or the online form in which the Client provides their details and in which details of the Client, the Premises and Services are specified.
- 24.19 **Laws** means all laws applicable to the Services, Content, Software and the terms of this Agreement.
- 24.20 **Mobile App** means the Communitilink software application designed by Strata Data for use on mobile devices and available for download via the Google Play Store or the Apple App Store.
- 24.21 **Nominated Locations** means the locations defined in clause 7.1.
- 24.22 **Other Content** has the meaning given to that term in clause 11.1.
- 24.23 **Payment Terms** means 14 days from date of invoice or such other terms as specified on Strata Data's invoice.
- 24.24 **Personal Information** means a person's name, contact details, employer or credit details.
- 24.25 **Personnel** means the employees, agents, directors and contractors of Strata Data, and Strata Data's contractor's employees, directors, agents and contractors.
- 24.26 **'PPSA'** means the *Personal Property Securities Act 2009* (Cth) as amended;
- 24.27 **Premises** means the premises listed at Item 2 of the Contract Summary.
- 24.28 **Price** is the total of the Setup and Connect Fee and the Communications Support Fee paid for the duration of this Agreement.
- 24.29 **Products** means one or many of the Digital Screens, CDD or any of these.
- 24.30 **Proposal** means an invitation by Strata Data to the Client for the Client to make an offer to Strata Data to acquire Services.
- 24.31 **Residents** means the residents of the Premises.
- 24.32 **Strata Data** means Terandi Pty Ltd ACN 080 960 112 and includes its employees, subcontractors and assigns.
- 24.33 **'Security Interest'** has the same meaning as in the PPSA.
- 24.34 **Services** means:
- 24.34.1 installation of the Digital Screens;
 - 24.34.2 installation of the CDD;
 - 24.34.3 maintenance of CDD for the Term;
 - 24.34.4 provision of access for the Client to the CMS; and
 - 24.34.5 maintenance of the CMS for the Term.
- 24.35 **Setup and Connect Fee** means the amount described as 'One-off Investment' in the Proposal.
- 24.36 **Software** means the Mobile App, CMS and the software components of the CDD.
- 24.37 **Subscription Period** means the period starting from the date in clause 8.5 and running for the Term.
- 24.38 **Term** means the term of this Agreement described in item 3 of the Contract Summary.