CUSTOMER AGREEMENT V1 – NOVEMBER 2026

SCHEDULE

TERM	MEANING
we, **us** or **our**	**R6 Group Pty Ltd t/as R6 Automate** (ABN 86 094 367 209) Address: Level 15, 201 Charlotte Street, Brisbane, Queensland, 4000 Phone: 07 3889 9822 Email: support@r6automate.com.au
you or **your**	**Company name:** as per signed Proposal **Address:** as per signed Proposal **Phone:** as per signed Proposal **Email:** as per signed Proposal
Products	The Products set out in the signed Proposal, which may include: ☐ Operator Tools (for example Revenue Management, CRM, Reporting Dashboards, Finance Automation and the staff Companion App) ☐ Tenant-Facing Products (for example RapidStor, StorApp, including white-label versions, and AI agents) ☐ Third-Party Products (for example SiteLink by Storable) ☐ Services (for example implementation, training, custom branding and custom development) Each as further particularised in the Proposal.
Sites	The storage facilities set out in the Proposal.
Amount Payable	The sum of: (a) the Price, being the subscription fees, set-up fees and any other fees for the Products and Services as set out in the Proposal; (b) usage-based fees (for example AI credits, SMS and payment-processing fees) at the rates set out in the Proposal; (c) all Expenses; and (d) any other amount payable to us under this Agreement. **If the Proposal sets out a Minimum Period, to the extent permitted by law, you may not terminate the relevant Products during the Minimum Period and you will be liable for all fees payable in that Minimum Period.**
Payment Terms	Subscription fees are invoiced monthly in advance, unless the Proposal says otherwise. Set-up and implementation fees are invoiced in advance and must be paid before we start providing the relevant Products. Usage-based fees and Expenses are invoiced monthly in arrears. You must pay each invoice, using the payment method set out in the invoice, within 14 days of the date of the invoice, or as otherwise agreed in the Proposal.

TERM	MEANING
Our Disclosures	Please read this Agreement carefully before accepting it. By accepting this Agreement, you agree that: • you make the decisions, including your prices, credit control and communications to Tenants, and the Products are tools to help you do that; • Revenue Management is rules-based and never uses your data to set prices for anyone else; • AI features can make mistakes and are off unless included in your Proposal and switched on; • SiteLink is provided by Storable under its own terms and we have no liability for it; • we make no representation or warranty about any Third-Party Product; • our liability is limited as set out in clause 20.

WORKING TOGETHER

1 Products and Services

1.1 In consideration of your payment of the Amount Payable, we will provide the Products and Services set out in the Proposal in accordance with this Agreement, whether ourselves or through our Personnel.

1.2 For the term of each Proposal, we grant you a non-exclusive, non-transferable, revocable licence to use the Products for the Sites, for your internal business and to serve your Tenants.

1.3 You must not: copy, modify, reverse engineer or resell the Products; use them unlawfully or to send spam; introduce malicious code; circumvent security or usage limits; share login credentials; or use them to build a competing product.

1.4 You are responsible for your Authorised Users' acts and omissions as if they were your own.

1.5 We will provide the Products with due care and skill, using competent Personnel, and substantially as described in the Proposal.

1.6 We will use reasonable efforts to keep each Product available, except for scheduled maintenance (notified in advance where practical), emergency maintenance, and failures of Third-Party Products or networks outside our control.

1.7 We may update and improve the Products. We will not materially reduce a Product's core functionality during a paid term without 30 days' notice. If a change materially disadvantages you, you may end the affected Products on notice and receive a pro-rata refund of prepaid fees.

1.8 Any products or services not set out in the Proposal are excluded from this Agreement unless we agree in writing to provide them.

2 Proposals

2.1 This Agreement is a standing offer under which, during the Term, you may take Products and Services under one or more Proposals.

2.2 You may ask us to add Products, Sites or Services at any time. If we agree, we will give you a new or updated Proposal. We are only required to provide what is in a Proposal once it has been accepted in accordance with clause 13.1.

2.3 Each Proposal is subject to, and governed by, this Agreement. If they conflict, the Proposal prevails, except that this Agreement prevails on liability (clause 20) and data (clause 7) unless the Proposal expressly says it overrides them.

2.4 Each Proposal is a separate contract on these terms. Ending one Proposal does not end the others.

3 Fees and Payment

3.1 You must pay the Amount Payable in accordance with the Payment Terms.

3.2 **Upgrades and downgrades:** You may add or remove Products or Sites by giving us at least 30 days' notice before the next billing date, subject to any Minimum Period. Where this changes the Price, the new Price applies from the next billing date. There is no need to sign a new Agreement.

3.3 **Payment methods:** You may pay by bank transfer, credit card or direct debit. If you choose direct debit, your nominated card or account will be charged on the due date of each invoice.

3.4 **Late payment:** If an invoice is overdue by more than 10 Business Days, we may, after giving 5 Business Days' written notice, suspend the affected Products

until it is paid. We may charge interest at the RBA cash rate plus 4% per year on overdue amounts and recover reasonable collection costs.

3.5 **Fee changes:** We may change fees on renewal by giving at least 30 days' notice before the renewal date.

3.6 Payments are made without set-off. Fees are not refundable except as stated in this Agreement or required by law.

4 Support and Custom Development

4.1 Support is available on Brisbane Business Days, 8:00am to 4:45pm AEST, by email and phone, unless the Proposal says otherwise.

4.2 Target first-response times: 1 business hour for critical faults (a Product is down or bookings or payments cannot be taken) and 8 business hours for other faults. These are targets, not guarantees.

4.3 Training, implementation, custom development, website design and on-site work are Services, quoted separately in a Proposal.

4.4 **Custom development:** Where a Proposal includes custom development (such as add-ons, integrations, reports or changes to a Product), we will deliver the items described in the Proposal (**Deliverables**). Any price or timeframe given as an estimate is an estimate only. If circumstances arise that will increase an estimate, we will tell you as soon as practical and give you a revised estimate, and we may pause the work until you agree to it.

4.5 **Variations:** You may ask to change the scope or timing of custom development by written notice, including by email (**Variation Request**). We are not obliged to make a change unless we agree to it in writing, including any change to the Price and timing. If we reasonably consider that an instruction from you is a change in scope, we are not required to act on it until you have given us a Variation Request and we have agreed to it.

4.6 **Acceptance:** Where a Proposal says a Deliverable is subject to your acceptance, you must, within 5 Business Days of receiving it, either accept it or tell us, acting reasonably, what modifications are needed. If you do neither, or you start using the Deliverable in live operation, you are taken to have accepted it. We will make up to two rounds of modifications that are within the agreed scope. Further modifications, or modifications outside the agreed scope, are a Variation Request.

4.7 We are not responsible for delays caused by you not accepting Deliverables, or not providing instructions, content or access, in a timely manner.

4.8 We own each Deliverable until its Price is paid in full. Where a Deliverable is custom work that you have explicitly requested and that is set out in a Proposal, you own the Intellectual Property Rights in it once its Price is paid in full. Features, improvements and updates we make to the Products generally, including any we choose to make after feedback from you, remain ours. This does not include Our Materials, the underlying Products or our pre-existing code, which we continue to own and license to you under clause 1.2. You grant us a licence to host, run and support the Deliverable as part of the Products.

5 Your Obligations

5.1 You must give us accurate information, timely instructions and the access we reasonably need, including to your Third-Party Product accounts where that provider's terms allow it.

5.2 You are responsible for your own hardware, internet, browsers and devices, and for licences and fees for Third-Party Products.

5.3 You must keep credentials secure and tell us promptly of any suspected unauthorised access.

5.4 Delays in providing content, access or instructions may delay our provision of the Products and Services.

6 Third-Party Products and Services

6.1 The Products integrate with Third-Party Products and services, including SiteLink, payment gateways, app stores, SMS and calling accounts (such as your own Twilio account), email providers and AI model providers. Their availability and terms are outside our control.

6.2 If you give us credentials for a Third-Party Product account, you authorise us to use them to access that account for the purpose of providing the Products and Services. We store credentials securely and only Personnel who need them can access them. On termination, we recommend you change those credentials.

6.3 We are not liable for any failure, change or withdrawal of a Third-Party Product, except to the extent caused by our breach or negligence. Where a third party withdraws a feature a Product relies on, we will tell you promptly and work with you on an alternative.

6.4 Where a Proposal includes another resold or integrated third-party product (for example a payment gateway, telephony, SMS provider or competitor-rate data service), its provider's terms apply to it in the same way as clause 12, and the Proposal will name them.

DATA, PRIVACY AND AI

7 Your Data and Privacy

7.1 You own Your Data. You grant us a licence to use it only to provide, support, secure and improve the Products for you, and as required by law.

7.2 **We will never use or disclose Your Data to provide a service to another customer**, including in aggregated or anonymised form, and never use it to train AI models made available to other customers. Usage Data is not Your Data and we may use it to operate and improve the Products.

7.3 We will protect Your Data with reasonable administrative, technical and physical security measures, including encryption in transit, access controls and logging.

7.4 We will notify you without undue delay, and within 48 hours where practical, after becoming aware of unauthorised access to Your Data, and help you meet any notification obligations under the *Privacy Act 1988* (Cth) or other applicable law.

7.5 Each Party must comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles, the *Spam Act 2003* (Cth) and other applicable privacy laws. As between us, you decide what Tenant personal information is collected and why. We process it on your behalf and on your instructions.

7.6 Our Data Processing Addendum forms part of this Agreement and sets out how we process personal information on your behalf, including the sub-processors we use. Where you have Sites in the UK or European Economic Area, or Your Data includes personal data of people there, the Data Processing Addendum's UK and EU terms also apply. We will give you 30 days' notice of any new sub-processor.

7.7 Our Privacy and Confidentiality Policy at r6automate.com explains how we handle personal information we collect directly.

7.8 Some Products make, or help you make, decisions about Tenants using automated rules or AI, for example rate-increase schedules, arrears and overlock workflows, and AI agent responses. We will provide a plain-language description of the automated features you use and the types of personal information they use. You are responsible for describing these in your privacy policy as required by the Australian Privacy Principles.

8 AI Features

8.1 Some Products include features that use generative AI models (provided by third-party model providers listed as our sub-processors) to respond to Tenants, draft messages, summarise conversations or complete tasks.

8.2 AI features are off unless included in a Proposal and switched on for a Site. We configure and set up agents for you, and you approve each agent's scope, knowledge and permitted actions before it goes live.

8.3 **Disclosure:** You must make sure Tenants are told when they are interacting with an AI agent rather than a person. Our agents identify themselves as AI by default, and you must not turn that off.

8.4 **Human handover:** Each agent must offer Tenants a way to reach a person. Agents will not make final decisions that significantly affect a Tenant, such as refusing a rental, terminating an agreement, applying a lien or selling goods, without a person approving it.

8.5 **Accuracy:** AI outputs can be wrong. Agents work from the information you approve. You are responsible for that information, for monitoring agent conversations, and for correcting errors. We will promptly fix agent behaviour that does not follow its approved configuration.

8.6 **Data:** Your Data processed by AI features is subject to clause 7. It is not used to train models made available to other customers, and our agreements with model providers prohibit them from using it to train their models.

8.7 **Credits:** AI usage is billed as credits at the rates in the Proposal. We will show usage and cost in the Product.

8.8 We may suspend an AI feature immediately if it is behaving unsafely or unlawfully, and will notify you promptly.

PRODUCT TERMS

9 Operator Tools

9.1 This clause applies to Operator Tools, being Products used only by your Authorised Users, including Revenue Management, CRM (back office, pipeline and tasks), Reporting Dashboards (Facility, Marketing and Investor Portal views), Finance Automation and the staff Companion App.

9.2 Operator Tools are for your Authorised Users only. You must not give Tenants or other third parties access to them, except investors or owners you authorise through a portal we provide for that purpose. User numbers, Sites and usage limits are as set out in the Proposal.

9.3 **You make the decisions.** Operator Tools produce reports, recommendations, schedules and automations from Your Data and your settings. You are responsible for checking outputs before relying on them, and for decisions you make or automations you switch on.

9.4 Reports depend on the accuracy and timeliness of data from Third-Party Products such as SiteLink. We are not responsible for errors in source data.

9.5 Reports and dashboards are not financial, accounting, tax or investment advice. Investor Portal views must not be used as offering documents.

9.6 Where a CRM feature sends communications to Tenants (email, SMS, campaigns, arrears notices), clause 11 also applies to those communications.

9.7 Finance Automation features (bank reconciliation, direct debit matching, accounting integrations) prepare entries for your review. You are responsible for reviewing and posting entries and for your accounts, tax returns and statutory obligations.

9.8 Arrears, overlocking and lien workflows run on the triggers and timings you set. You are responsible for making sure they match your storage agreements and the self-storage and lien laws that apply at each Site.

10 Revenue Management

10.1 **How pricing works:** Revenue Management calculates recommended street rates, promotions and existing-customer rate increases using **rules you configure**, Your Data, and publicly available market information (such as competitors' advertised rates). It is rules-based. It does not use generative AI or machine-learning models to set prices.

10.2 Recommendations do not take effect unless you approve them, or you turn on automatic application and set the thresholds. Automatic application is off by default. You can override or reverse any price at any time. Every price applied through Revenue Management is your price, set by you.

10.3 **Data separation:** Your Data (including rates, occupancy, enquiries, conversions, move-ins and rule settings) will **never** be used, in raw, aggregated, anonymised or derived form, to calculate prices or benchmarks for, or be shown to, any other customer. Market clusters, demand signals and any pooling of data across Sites are limited to Sites under your control.

10.4 Our standard rule templates are offered to all customers. Using a common template is not a shared pricing arrangement, and you can change every setting.

10.5 You must not upload or enter into Revenue Management any competitor information that is not publicly available, including competitors' unpublished rates, occupancy or customer data. Manually entered competitor rates must record their public source.

10.6 You must not use Revenue Management, or any forum or communication we host, to share pricing intentions with competitors.

10.7 You are responsible for complying with consumer law on pricing, including: showing an all-inclusive headline price (Australian Consumer Law s48; UK Digital Markets, Competition and Consumers Act 2024); making sure promotional rates are genuinely available and that later increases are disclosed; and giving Tenants the notice of rate increases required by your storage agreement and law. Revenue Management includes settings to help (minimum notice periods, increase caps, first-year maximum rate fields), but configuring and using them is your responsibility.

10.8 Where emergency price-limit laws apply to your Sites, you must use the rate-cap settings to comply. We will provide those settings before you go live at a Site in a jurisdiction with such laws.

11 Tenant-Facing Products

11.1 This clause applies to every Product, or feature, that Tenants use or receive communications from, including RapidStor (online enquiries, bookings, rentals and move-ins), StorApp (tenant app, including

white-label versions), CRM communications sent to Tenants, and AI agents that interact with Tenants (website chat, StorApp chat, voice and text agents).

11.2 **The Tenant relationship is yours.** Tenants are your customers, not ours. You supply storage to Tenants under your own storage agreement, terms and privacy policy. We provide the technology you use to do it.

11.3 You must publish, and present to Tenants at the right points in each Tenant-Facing Product, your storage agreement or terms, your privacy policy, and any fees, deposits, insurance and rate-increase terms. We will provide the places in the Product to show them. You are responsible for their content.

11.4 You handle Tenant enquiries, complaints and disputes. We will give you reasonable help with complaints about how a Product worked.

11.5 Where Tenants must accept our end-user licence agreement to use an app (for example StorApp), our EULA covers only the use of the app. It does not change your storage agreement with the Tenant.

11.6 **Bookings, payments and access:** Bookings, rentals, payments and unit assignments made through a Tenant-Facing Product are processed through your Third-Party Products (such as SiteLink and your payment gateway). The transaction is between you and the Tenant. We do not hold Tenant funds and are not a payment service provider. Card data is handled by your payment gateway and is not stored by us.

11.7 Where a Product enables digital or keyless access to a Site, you remain responsible for site security, access policies, lockouts and overlocks, and for providing another way in if the Product, a device or a network is unavailable.

11.8 **Communications:** You are the sender of every email, SMS, push notification, call and campaign sent to Tenants through the Products, whether triggered by you, an automation or an AI agent. You must have consent or another lawful basis for marketing messages, include sender identification and a working unsubscribe, and honour opt-outs, as required by the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and, for UK Sites, the Privacy and Electronic Communications Regulations 2003.

11.9 Arrears, rate-increase, lien and other legal notices sent through the Products must meet the content, timing and delivery requirements of your storage agreement and applicable law. Configuring templates and timings is your responsibility.

11.10 **White-label apps:** Where a Proposal includes custom branding, we will publish the app under your name and branding to the Apple App Store and Google Play, through accounts agreed in the Proposal. You must provide logos, content and store listing details and comply with each store's rules. Custom designs created for you become yours once paid in full, except our pre-existing materials and the app code, which we continue to own and license to you under clause 1.2. When the relevant Proposal ends, the branded app will be removed from the app stores and Tenants will lose access to it.

11.11 **Accessibility:** We design Tenant-Facing Products to meet WCAG 2.1 AA where practical. You are responsible for the accessibility of content you add. Tenant-Facing Products can be affected by Tenants' own devices, browsers and connections, and by app store decisions, which are outside our control.

12 SiteLink by Storable

12.1 SiteLink is owned and operated by SiteLink Software, LLC (trading as SiteLink by Storable), a subsidiary of Storable, Inc., of Austin, Texas (**Storable**). We are an authorised reseller of SiteLink. You buy your SiteLink subscription from us, under this Agreement, not from Storable.

12.2 **Our terms:** This Agreement governs your relationship with us for SiteLink: the Proposal, fees, invoicing and payment (clause 3), first-line support (clause 4), term and termination (clauses 13 and 17) and disputes (clause 23). Where you take SiteLink but no other Product, only this clause 12 and the general terms of this Agreement apply to that Proposal.

12.3 **Storable's terms:** As a condition of using SiteLink, you must also accept and comply with the SiteLink Terms of Service (www.storable.com/privacy/sitelink-terms-of-service) and Storable's privacy policy (www.storable.com/privacy), as updated by Storable from time to time (**SiteLink Terms**). They govern how you and your users may use the SiteLink software. You must comply with them as if you were the customer named in them. A breach of the SiteLink Terms is a breach of this Agreement.

12.4 **Which terms apply:** For the use, operation, availability, features and data handling of SiteLink itself, the SiteLink Terms apply. For everything between you and us (including what you pay us, when, and how this Agreement ends), this Agreement applies and prevails. The fees, payment terms and

notice periods in your Proposal replace those in the SiteLink Terms.

12.5 **Storable's rights:** Storable may change, suspend or withdraw SiteLink features, and may update the SiteLink Terms on notice. Clause 6.3 applies. If Storable suspends or ends your access because of your breach of the SiteLink Terms, you remain liable for fees owed to us.

12.6 **Our liability for SiteLink:** SiteLink is provided by Storable, not by us. We do not develop, host or operate it, and we give no warranty or commitment about it. To the maximum extent permitted by law (and subject to clause 18), we have no liability to you for SiteLink, including its availability, performance, errors, security or data. Any remedies for SiteLink are those available under the SiteLink Terms.

12.7 **Your indemnity:** Clause 21.2 extends to claims made against us by Storable arising from your breach of the SiteLink Terms.

12.8 **Data:** You authorise us to give Storable the information about you and your Sites needed to set up and manage your SiteLink subscription, and to access and use your SiteLink data to provide the Products and support you.

12.9 Storable has no obligation to keep your SiteLink data after your subscription ends. Before ending a SiteLink subscription, export what you need. Our Products cannot recover SiteLink data once Storable deletes it.

12.10 The SiteLink Terms include a Texas governing-law and arbitration clause. Between you and us, this Agreement, Queensland law and clause 23 apply to all disputes, including disputes about SiteLink fees, support or our role as reseller.

GOVERNANCE

13 Acceptance and Term

13.1 You accept this Agreement by the earliest of:

(a) signing and returning the Proposal to us, including by email or any electronic execution platform acceptable to us;

(b) confirming by email or in our platform that you accept this Agreement or the Proposal;

(c) instructing us (whether orally or in writing) to proceed; and

(d) making part or full payment of the Amount Payable.

13.2 This Agreement starts on the Commencement Date and continues for the Term.

13.3 Each Proposal starts on its start date and runs for its initial term (monthly unless the Proposal states otherwise, or any Minimum Period). It then renews automatically for the same period unless either Party gives at least 30 days' notice before the end of the current period.

14 Warranties

14.1 Each Party warrants that it has authority to enter into this Agreement and is not subject to an Insolvency Event.

14.2 You warrant that:

(a) all information and documentation you give us in connection with this Agreement is true, correct and complete;

(b) you have all rights and consents needed for us to process Your Data as this Agreement contemplates, and Your Data has been collected in a way that complies with applicable privacy law;

(c) materials you give us to use in the Products (such as logos, content and images) do not infringe anyone's Intellectual Property Rights and are not misleading, deceptive, defamatory or unlawful; and

(d) if applicable, you hold a valid ABN and are registered for GST.

15 Intellectual Property

15.1 We (or our licensors) own the Products, all improvements, and all Intellectual Property Rights in them and in Our Materials. Nothing in this Agreement transfers that ownership to you, except as stated in clause 4.8 for custom development and clause 11.10 for custom branding.

15.2 You own your trademarks, logos, content and Your Data, and grant us a licence to use them to provide the Products (including to publish white-label apps under your brand).

15.3 We may use any feedback you give us without obligation to you.

15.4 This clause 15 survives termination or expiry of this Agreement.

16 Confidential Information

16.1 Each Receiving Party must keep the Disclosing Party's Confidential Information confidential, protect it with reasonable care, and use it only for the purposes of this Agreement.

16.2 Clause 16.1 does not apply to Confidential Information that is public (other than through a breach), already known to the Receiving Party, independently developed, authorised to be disclosed by the Disclosing Party, needed to be disclosed for a Party to perform this Agreement, or required to be disclosed by law, a court, a regulator or a stock exchange.

16.3 Each Party agrees that damages may not be an adequate remedy for a breach of this clause 16, and that a Party may seek an injunction or any other remedy available at law or in equity to protect itself from a breach or continuing breach.

16.4 This clause 16 survives termination or expiry of this Agreement.

17 Termination

17.1 Either Party may end a monthly Proposal, or any Product in it, for convenience on 30 days' written notice. A Proposal with a fixed term or Minimum Period may only be ended for convenience if the Proposal allows it.

17.2 Either Party may end this Agreement or any Proposal immediately by notice if the other Party: (a) materially breaches it and does not remedy the breach within 10 Business Days of notice; or (b) is subject to an Insolvency Event.

17.3 Where there are no current Proposals, either Party may end this Agreement at any time by giving 30 days' written notice.

17.4 On termination: (a) your licence to the affected Products ends; (b) unpaid fees for Products and Services provided, including any remaining Minimum Period fees, become payable; (c) for 30 days we will make Your Data available for export in a standard format, after which we will delete it, except where law requires us to keep it; (d) white-label apps under your brand will be removed from app stores; and (e) each Party must return or destroy the other's Confidential Information.

17.5 Termination does not affect any rights or liabilities that a Party has accrued before termination.

17.6 Clauses 7, 12.6, 12.7, 15, 16, 17.4, 18, 19, 20, 21, 23 and 24 survive termination or expiry of this Agreement.

18 Australian Consumer Law

18.1 Certain legislation, including the Australian Consumer Law, may give you rights, guarantees and remedies relating to the Products and Services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in this Agreement excludes, restricts or modifies your Statutory Rights.

18.2 Where we are permitted to limit our liability for a failure to comply with a consumer guarantee, our liability is limited, at our option, to resupplying the Products or Services or paying the cost of having them resupplied.

18.3 Subject to your Statutory Rights, we exclude all express and implied warranties not set out in this Agreement.

18.4 This clause 18 survives termination or expiry of this Agreement.

19 Exclusions of Liability

19.1 To the maximum extent permitted by law, we are not liable for, and you release us from, any Liability caused or contributed to by, arising from or connected with:

(a) your or your Personnel's acts or omissions, including decisions you make using the Products (such as prices, credit control and Tenant communications);

(b) any use of the Products by a person other than you or your Authorised Users, or other than as contemplated by this Agreement;

(c) Third-Party Products and Third-Party Inputs, including SiteLink (clause 12.6);

(d) errors in data you or a Third-Party Product give us; and

(e) any event outside our reasonable control.

19.2 This clause 19 survives termination or expiry of this Agreement.

20 Limitations of Liability

20.1 Neither Party is liable for Consequential Loss, however arising.

20.2 Each Party's total liability under or in connection with this Agreement in any 12-month period is limited to the fees paid or payable by you to us under this Agreement in the 12 months before the event giving rise to the claim.

20.3 The limits in clauses 20.1 and 20.2 do not apply to: your obligation to pay fees; your liability under clause 21.2; or liability for fraud, wilful misconduct, or personal injury or death. Our total liability for breach of clause 7 (Your Data and Privacy), breach of clause 16 (Confidential Information) and under clause 21.1 is limited to two times the fees paid or payable by you in the 12 months before the event giving rise to the claim. That limit is separate from, and in addition to, the limit in clause 20.2.

20.4 Each Party's liability is reduced proportionately to the extent the other Party (or its Personnel) caused or contributed to the Liability.

20.5 This clause 20 survives termination or expiry of this Agreement.

21 Indemnities

21.1 We indemnify you against third-party claims that your authorised use of a Product infringes that third party's Intellectual Property Rights. We may resolve a claim by modifying the Product, obtaining a licence, or ending the affected Proposal with a pro-rata refund.

21.2 You indemnify us against third-party claims (including from Tenants, Storable or regulators) arising from: Your Data that you did not have the right to provide; your prices, fees, terms or communications to Tenants; or your breach of clause 1.3, the SiteLink Terms or applicable law. Your liability under this clause is reduced to the extent the Liability was caused or contributed to by us, our Personnel or our breach of this Agreement.

21.3 The indemnified Party must notify the other promptly, allow it to control the defence, and give reasonable help.

22 GST

22.1 If GST is payable on any supply made under this Agreement, the recipient of the supply must pay an amount equal to the GST payable on the supply, at the same time and in addition to the consideration, unless the consideration is expressed to be GST-inclusive. The supplier must give the recipient a valid tax invoice.

22.2 If an adjustment event arises in respect of any supply made under this Agreement, a corresponding adjustment must be made between the supplier and the recipient, and an adjustment note issued if required.

22.3 If the recipient is required to reimburse an expense of the supplier, the amount is reduced by any input tax credit the supplier is entitled to for that expense.

22.4 Terms used in this clause 22 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given in that Act.

23 General

23.1 **Changes to these terms:** We may update this Agreement or the Data Processing Addendum by giving 30 days' notice, where the change is reasonably needed to reflect: a change in law or regulator guidance; a change made by a Third-Party Product provider; a new or changed Product or feature; or

security requirements. A change that materially disadvantages you will not apply during a fixed term or Minimum Period you have already agreed to, unless law requires it. If a change materially disadvantages you, you may end the affected Proposals before it takes effect, with a pro-rata refund of prepaid fees. Otherwise, this Agreement may only be amended in writing signed by both Parties.

23.2 **Disputes:** A Party may not start court proceedings about a dispute arising from or in connection with this Agreement (other than for urgent injunctive relief) without first having senior representatives meet within 10 Business Days of a dispute notice to try to resolve it in good faith. If it is unresolved within 20 Business Days, the dispute goes to mediation with a mediator appointed by the Queensland Law Society, with costs shared equally.

23.3 **Governing law:** This Agreement is governed by the laws of Queensland. For Australian customers, each Party submits to the exclusive jurisdiction of the courts of Queensland. For customers outside Australia, any dispute not resolved under clause 23.2 will be resolved by arbitration under the ACICA Arbitration Rules, seated in Brisbane, in English, before one arbitrator.

23.4 **Force majeure:** Neither Party is liable for delay or failure caused by events beyond its reasonable control, other than payment obligations. If the event lasts more than 60 days, either Party may end the affected Proposal.

23.5 **Assignment:** Neither Party may assign this Agreement without the other's consent, not to be unreasonably withheld, except that we may assign it to a related body corporate or a purchaser of the relevant business on notice.

23.6 **Subcontracting:** We may use subcontractors and sub-processors, and remain responsible for them.

23.7 **Publicity:** We may advertise or publicise the broad nature of our provision of the Products to you, including on our website or in our promotional material. We will not use your logo without your consent.

23.8 **Notices:** Notices must be in writing and sent by email to the address in the Proposal (effective on sending unless a bounce-back is received) or by post (effective 3 Business Days after posting).

23.9 **Counterparts and online execution:** This Agreement and any Proposal may be signed in counterparts, and electronically through any online execution platform we nominate.

23.10 **Further assurance:** You agree to promptly do all things and sign all documents reasonably needed to give full effect to this Agreement.

23.11 **Relationship of Parties:** This Agreement does not create a partnership, joint venture, employment or agency relationship between the Parties.

23.12 **Severance:** If a provision of this Agreement is void or unenforceable, it is to be read down as narrowly as necessary to be valid, failing which it is severed without affecting the rest of this Agreement.

23.13 **Entire agreement and waiver:** This Agreement is the entire agreement on its subject matter. A waiver must be in writing.

DEFINITIONS AND INTERPRETATION

24 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given in this Agreement, in the Schedule, and:

ACL or **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Agreement means these terms, the Schedule, the Data Processing Addendum, and each accepted Proposal.

Authorised User means your employees and contractors you permit to use an Operator Tool.

Business Day means a day on which banks are open for general banking business in Queensland, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date this Agreement is accepted under clause 13.1.

Confidential Information means information disclosed to, or prepared by, a Party in connection with this Agreement that relates to the other Party's business, assets or affairs, or to the terms of this Agreement, whether or not marked confidential.

Consequential Loss includes any indirect or consequential loss, loss of profit, revenue, goodwill, opportunity or anticipated savings, and loss of reputation, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Data Processing Addendum means our data processing addendum, which forms part of this Agreement.

Disclosing Party and **Receiving Party** mean the Party disclosing and the Party receiving Confidential Information.

Expenses means third-party costs we reasonably and directly incur to provide the Products or Services and which you have agreed to in the Proposal or in writing.

Insolvency Event means a Party being unable to pay its debts as they fall due, ceasing or threatening to cease business, entering an arrangement with its creditors, or having an administrator, receiver, liquidator or similar officer appointed.

Intellectual Property Rights means all intellectual property rights anywhere in the world, whether registrable or not, including copyright, trade marks, designs, patents, know-how, software and databases.

Liability means any expense, cost, liability, loss, damage, claim, demand, proceeding or judgment, however arising, whether present, future or contingent.

Minimum Period means any minimum period for a Product set out in the Proposal.

Operator Tool has the meaning in clause 9.1.

Our Materials means all software, models, processes, templates, documentation and other materials we provide or use under this Agreement.

Party means a party to this Agreement, and **Parties** means both of them.

Personnel means, for a Party, its employees, contractors, subcontractors and agents.

Price has the meaning in the Schedule.

Products means each R6 Automate software product, app, integration or service, and each Third-Party Product, set out in a Proposal, including updates.

Proposal means the proposal, quote or order we give you that sets out the Products, Services, Sites, fees and term, and that you accept under clause 13.1.

Services means implementation, training, custom branding, custom development and other services set out in a Proposal.

Site means each storage facility set out in a Proposal.

Tenant means your own customers and prospective customers, including people who enquire, book, rent or use your storage facilities.

Tenant-Facing Product has the meaning in clause 11.1.

Term means the period from the Commencement Date until the last Proposal ends, unless this Agreement is ended earlier.

Third-Party Inputs means third parties, and goods and services provided by third parties, on which the Products may depend or which may affect them.

Third-Party Product means software we resell or integrate with but do not own, including SiteLink by Storable.

Usage Data means technical and usage information about how the Products operate and are used, in a form that does not identify you, your Tenants or any individual.

Your Data means data you, your Authorised Users or your Tenants put into, or that is generated from your use of, the Products, including Tenant personal information. It excludes Usage Data.

25 Interpretation

In this Agreement, unless the context otherwise requires:

(a) a reference to this Agreement or any document includes it as amended, supplemented, varied or replaced from time to time;

(b) a reference to legislation includes subordinate legislation and all amendments, consolidations, replacements or re-enactments;

(c) a reference to a person includes a body corporate, partnership, joint venture, association, government body or other legal entity;

(d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted it;

(e) a reference to a Party includes its successors and permitted assigns;

(f) headings and examples are for convenience only and do not limit the meaning of a clause;

(g) a reference to time is to local time in Queensland; and

(h) a reference to $ or dollars is to Australian dollars.

EXECUTION

EXECUTED for and on behalf of the company named in the Proposal by a duly authorised representative:
Signature
As per signed Proposal
Name
As per signed Proposal
Date
As per signed Proposal