DataTools ©

Early Access Addendum

1. GENERAL

(a) This Addendum sets out the additional terms and conditions applicable to early access releases of DataTools products ordered by the Customer ("Addendum"). It is valid for the early access period of the applicable product (as defined on the DataTools website https://datatools.com.au/terms-conditions and herein referred to as the "Early Access Period") and operates in addition to the applicable SaaS or Software Agreement Terms and relevant schedules (including Third Party Agreements) that together form the Agreement that governs the Customer's use of the Services or Software.

(b) By accessing or using the Services or Software the Customer agrees to be bound by all applicable terms.

(c) For clarity, the terms of the relevant SaaS or Software Agreement apply to this Addendum (including in relation to amendments made to the Agreement) but in the event of any inconsistency, these Addendum terms shall prevail over any other inconsistent terms that form the Agreement.

2. FEEDBACK

(a) The Customer may submit feedback, suggestions, or other insights regarding their experience with the DataTools Services or Software ("Feedback"). By providing such Feedback, the Customer grants DataTools a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use and incorporate the Feedback or any part thereof into its products and services without restriction or obligation to the Customer, and such rights shall survive beyond the end of the Early Access Period.

3. TERMINATION

(a) The following additional termination rights apply under this Addendum:

(i) CUSTOMER CANCELLATION: no minimum subscription period applies and the Customer may cancel their subscription at any time by providing written notice, however for clarity cancellations will take effect at the end of the current billing period, and the Services or Software will remain active until that date. No further charges will apply beyond the current billing cycle;

(ii) TERMINATION FOR CONVENIENCE: in addition, either party may terminate the subscription for convenience by providing at least 7 days' written notice. In such cases, the subscription will end on the seventh day following receipt of the notice. Where DataTools has terminated the subscription under this clause, any prepaid fees for unused services beyond that date will be refunded on a pro-rata basis, unless otherwise agreed by the parties in writing. Where the Customer has elected to terminate the subscription under this clause, no further charges will apply beyond the current billing cycle.

(b) For the avoidance of doubt, the above terms are subject to all other terms in the SaaS and Software Agreements.