

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



### SERVICE DESCRIPTION: DAYSIE POWERED BY SEVENO

#### DESCRIPTION

Daysie, is a SaaS (Software as a Service) solution powered by Seveno Solutions Ltd. It includes the following features (dependant on the tier selected below):

- **Daily check in** – users can confirm a plan or create an ad hoc check in that indicates if they are working and where from.
- **Workplace planning** – users can create a plan that details where and when they are working on site, home or not working.
- **Desk management** – users can book a desk for use when working on site
- **Asset management** – administrators can create asset types that users can book / check into.
- **Workplace assessments** – allows users to complete a work from home assessment.

#### OPTIONS, INCLUSIONS, AND ADD-ONS

OPTIONS			
	Tier One	Tier Two	Tier Three
Daysie Planner	√	√	√
Daysie Desk and Asset management	√	√	√
WFA Assessments	x	√	√
Calendar integration	x	x	√
INCLUSIONS			
<b>Onboarding</b>	Account set up, admin user set up and solution walk through		
<b>Training</b>	A two-hour training session		
<b>Support</b>	4 hours post go live covering any nontechnical issue. Technical issues with the Daysie solution are covered under the monthly license fee.		
ADD ONS (INTEGRATIONS)			
<b>Integration</b>	Single Sign On (SSO)*		Additional cost associated
	*8 hours		
	Microsoft Teams App		

#### SERVICE CONDITIONS

##### 1. PAYMENT

- 1.1 Invoiced monthly in arrears. Fees are per user and invoiced based on the max total number of users in the solution at any one time during the billing month.

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1. 2 End date – Client can terminate the account at any time – with final invoice being the max total number of users at any one time during the month of termination.

### 2. OPERATION

2. 1 For this Service to function correctly, your staff's Active Device must meet a minimum operating system version. At the time of signing this agreement, the version required are listed below, but may change from time to time. Any changes in version requirements will be notified to you.

(a) Apple OS Version iOS is 10.1 and above

(b) Android OS version 5.1 Lollipop and above.

2. 2 Your staff's Active Device will require internet connectivity for the Services to work.

2. 3 Your organisation's administrators will require an internet capable device with internet connectivity to access the administration console for this Service.

### 3. SUPPLIER ACCESS TO DATA:

3. 1 The Client acknowledges that:

(a) the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement; and

(b) the Supplier may authorise a member or members of its personnel to access the Data for this purpose.

3. 2 The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 3.1.

3. 3 **Analytical Data:** The Client acknowledges and agrees that:

(a) the Supplier may:

(i) use Data and information about the Client's, and the Client's end users, use of the Services to generate anonymised and aggregated statistical and analytical data (Analytical Data);

(ii) use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and

(iii) supply Analytical Data to third parties

(b) the Supplier's rights under clause 3.3.1 above will survive termination or expiry of the Agreement; and

(c) title to, and all Intellectual Property Rights in, Analytical Data is and remains the Supplier's property.

3. 4 **Agent:**

(a) The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, the Supplier is acting as an agent of the Client for the purposes of the Privacy Act 2020 and any other applicable privacy law.

(b) The Client must obtain all necessary consents from the relevant individual to enable the Supplier to collect, use, hold and process that information in accordance with the Agreement.

3. 5 **Backups of Data:** The Supplier will take standard industry measures to back up all Data stored using the Services

3. 6 **International storage of Data:** The Client agrees that the Supplier may store Data (including any Personal Information) in secure servers in Sydney, Australia and may access that Data (including any Personal Information) in Sydney, Australia, and New Zealand from time to time.

### 4. INTELLECTUAL PROPERTY

4. 1 **Know-how:** To the extent not owned by the Supplier, the Client grants the Supplier a royalty-free, transferable, irrevocable, and perpetual licence to use for the Supplier's own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by the Supplier in the provision of the Services.

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- 4.2 **Feedback:** If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together **feedback**):
- (a) all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications, or derivative works), are owned solely by the Supplier; and
  - (b) the Supplier may use or disclose the feedback for any purpose.