

Data Processing Policy

This policy sets out what data Optix Australasia Pty Ltd ACN 113 677 473 (**Company**) collects from the Customer in connection with the Hardware and Services Agreement (the **Agreement**) and how that data is used.

The [Privacy Policy](#) sets out how the Company handles Personal Information.

Both policies form part of the terms of the Agreement.

Capitalised terms not defined in this policy have the meaning given to those terms in the Agreement.

1. Video Retention Policy

- 1.1. The Customer acknowledges that the Customer Data set out below will only be available for access via the Software as follows:

Type of Customer Data	Time available via Software
Non-video data (Metadata)	Duration of the Agreement
Video and/or audio recording data (Recordings)	90 days from the date of creation of the Recording

- 1.2. After 90 days, the Recordings will no longer be available through the Software but will be archived by the Company for a further period of 275 days (**Archive Period**).
- 1.3. The Customer may request a copy of Recordings during the Archive Period, which the Company may provide as an Additional Service for an Additional Fee (currently \$100.00 but subject to change).
- 1.4. The Company may destroy Recordings 12 months after their creation, after which those Recordings will not be recoverable.
- 1.5. The Customer is responsible for storing its own copies of Customer Data and developing its own data retention policies.
- 1.6. The Company may grant or refuse, at its discretion, any request from the Customer for the Company to provide copies of Customer Data via a medium external to the Software.
- 1.7. The Customer acknowledges that the integrity and security of the Customer Data may be compromised in fulfilling a request under clause 1.6 above and accepts all risk and liability in this regard.
- 1.8. The Company may refuse a request for access to Customer Data where it believes the request has not been made by an authorised representative of the Customer.

2. Productions

- 2.1. The Company may use the Customer Data to develop video, audio, image or other types of files for its business, training, marketing, administrative and educational purposes (e.g. video presentations to highlight driver safety issues or to assist with driver risk mitigation) (**Productions**).
- 2.2. The Company must provide the Customer with notice if it intends to use any Customer Data in its Productions.
- 2.3. The Company will ensure that Productions:
 - a. do not contain any Sensitive Information, unless it is De-identified;
 - b. do not contain any Personal Information if the Customer has objected to that Personal Information being used within 7 days of receiving the notice in clause 2.2, and that Personal Information is unable to be De-identified by the Company;
 - c. are developed in accordance with the Privacy Act;
 - d. are not, and cannot reasonably be associated with the Customer, unless the Customer agrees otherwise.
- 2.4. The Company will own all right, title and interest (including Intellectual Property Rights), in the Production.
- 2.5. Subject to the Customer's compliance with the Agreement, the Company grants to the Customer a royalty free, limited, non-transferable, non-exclusive, non-sublicensable license to use the Production for its internal driver training purposes.

- 2.6. The Customer consents and will use its best endeavours to procure any consent from its Personnel, to any act or omission by the Company with respect to the Customer Data within a Production which might otherwise be an infringement of its Moral Rights in that Customer Data.
- 2.7. The rights granted to the Company in this policy survive termination or expiry of the Agreement.

3. Data Volume Policy

- 3.1. A data volume limit applies in two circumstances:
 - a. continuously recorded video captured by the Hardware, and
 - b. number of events triggered by the Hardware.
- 3.2. For the continuously recorded video, the limit is specified in terms of video footage minutes downloaded. If the total data usage across the Customer's vehicle fleet exceeds 60 minutes x number of vehicles in a single calendar month, the Company may elect to charge an excess download data usage charge at a rate of \$10.00 per 60 minutes or part thereof in the subsequent month.
- 3.3. For the number of events triggered, the limit is specified at 25 triggered events per vehicle per month. If the average number of triggered events per vehicle in the Customer's fleet is more than 25 events in a single calendar month, the Company may elect to charge an excess triggered data usage charge at a rate of \$10.00 per vehicle per 5 events or part thereof in the subsequent month.
- 3.4. Excess download data usage charges and extra triggered data usage charges are subject to change.