

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. **Downloaded events should not exceed more than three (3) minutes in length unless there are extenuating circumstances.**
- 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:
- do not contain any Sensitive Information, unless it is De-identified;
 - 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;
 - are developed in accordance with the Privacy Act;
 - 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 – Telstra Australian SIM

- 3.1. The data allowance applied to your Telstra Australian SIM is 100MB per month and this is included in your monthly Subscription Services. As your Customer SIMs are on a set plan per month, the data allowance is pooled across your vehicle fleet for the calendar month period.
- 3.2. The data volume limit is 100MB per SIM across a calendar month x number of vehicles in the Customer's fleet, which is to cover events triggered, and the viewing and downloading of continuously recorded video. Should data usage for the Customer's fleet exceed the data volume limit, the Company may elect to charge an excess data usage charge at a rate of \$2.00 per 10MB or part thereof in the subsequent month following receipt of the invoice from the Company's supplier.
- 3.3. Excess data usage charges are subject to change.

4. Data Volume Policy – Vodacom Global SIM

- 4.1. The data allowance applied to your Vodacom Global SIM is 100MB per month and this is included in your monthly Subscription Services. As these SIMs are on global roaming, the data allowance cannot be pooled across your vehicle fleet and therefore excess data is charged on a per SIM basis.
- 4.2. The data volume limit is 100MB per SIM across a calendar month which is to cover events triggered, and the viewing and downloading of continuously recorded video. Should data usage for an individual SIM exceed the data volume limit, the Company may elect to charge an excess data usage charge at a rate of \$2.00 per 10MB or part thereof in the subsequent month following receipt of the invoice from the Company's supplier.
- 4.3. Excess data usage charges are subject to change.