

Central Access Service (CAS) Agreement

THIS AGREEMENT is made between Bigscreensound Pty Limited ABN 23 149 017 130 trading as Arinda Internet (“Arinda”) and its clients and customers (“the Client”).

1. General

- 1.1. This Central Access Service (CAS) Agreement (“the Agreement”) aims to make clear the terms, conditions, and procedures (the “Terms”) by which Bigscreensound Pty Limited, trading as Arinda Internet (“Arinda”) will provide hotspot RADIUS authentication and database storage and access services (“CAS”) to its clients (“the Client”) and their end-users (“the Users”).
- 1.2. These Terms are designed to prevent abuse of CAS and to allow for fair and reasonable access to CAS by all Clients.
- 1.3. The Terms of this Agreement are subject to change at any time without notice. The latest version of the Agreement will always be available online from the Arinda website.
- 1.4. Nothing in this Agreement shall replace or affect any manufacturer’s warranty on hardware, nor any support plans or arrangements.

2. What is CAS

- 2.1. CAS allows Surf Easy internet kiosks, wireless hotspots, cabled hotspots, and certain other internet access controllers (the “Device”) to authenticate, track, and bill users, and allows the Client to monitor, manage and analyse usage and revenues via a central website (“Web Portal”).
- 2.2. CAS provides the Client with the following functionality (please note that functionality is subject to change at any time without notice):
 - i) User and access code authentication;
 - ii) Usage tracking and historical logging, including download and time limits;
 - iii) Revenue reporting and analysis;
 - iv) User management;
 - v) Pricing controls and access plans;
 - vi) Ticket generation;
 - vii) Remote monitoring of connections and Hotspots;
 - viii) Optional SMS outage alerts and notifications;
 - ix) Optional credit card billing and reporting.
- 2.3. CAS is delivered via the following hardware and software components (please note that the components used to deliver CAS are subject to change at any time without notice):
 - i) Primary and redundant RADIUS servers for authentication and accounting;
 - ii) Primary and redundant SQL database servers for storing user accounts, access codes, revenue information, usage reports, and other associated information;

- iii) Monitoring and reporting applications and utilities;
- iv) An online Web-Portal accessible only to Clients;
- v) Regular off-site remote database backups.

3. Compatible Devices

- 3.1. CAS can be used for the following devices ("a Device"):
- (a) A PC running a licensed copy of Surf Easy Desktop Edition (considered a "Kiosk Device")
 - (b) A PC running a licensed copy of Surf Easy Self-Serve Edition (considered a "Kiosk Device")
 - (c) A Surf Easy or Mikrotik wireless hotspot (considered a "Hotspot Device")
 - (d) A Surf Easy or Mikrotik internet access controller (considered a "Hotspot Device")
 - (e) A Surf Easy or Mikrotik repeater, mesh node, client access point, or other range extending device (considered a "Hotspot Device").
 - (f) Other devices as customised or deemed compatible by Arinda (considered a "Hotspot Device")

4. CAS Subscriptions

- 4.1. In order to make use of CAS for a Hotspot Device, the Client must have a suitable, valid, current and paid subscription ("CAS Subscription") for each individual Hotspot Device.
- 4.2. In order to make use of CAS for a Kiosk Device, the Client must have at least one suitable, valid, current and paid subscription ("CAS for Kiosks Subscription"), which will cover all their Kiosk Devices.
- 4.3. Each CAS Subscription is valid for 12 months from purchase ("the Subscription Period").
- 4.4. The Client must pay for each CAS Subscription annually, in advance.
- 4.5. Arinda reserves the right to vary the CAS Subscription and CAS for Kiosks Subscription fees at any time, but any new pricing will take effect at the end of the Client's current Subscription Period.

5. Service Availability

- 5.1. CAS is available 24 hours a day, 7 days a week, however there is no guarantee of CAS availability or uptime.
- 5.2. Arinda will use their best endeavours to keep CAS operational for the Client, however this is not guaranteed.
- 5.3. The Client understands that CAS may be unavailable intermittently and from time to time during scheduled maintenance and unscheduled outages.
- 5.4. Arinda is not responsible for any costs or loss of income whatsoever incurred by the Client as a result of CAS being unavailable for any reason.
- 5.5. Arinda notes that CAS has had a 99.9% uptime since the service began in 2009.

6. Outsourcing

- 6.1. Arinda uses various third party suppliers and contractors for the supply of CAS ("Third Party Suppliers").

- 6.2. The Client agrees that they will not contact any of Arinda's Third Party Suppliers for any reason unless specifically instructed to do so by Arinda. The Client agrees that if they do contact one of Arinda's Third Party Suppliers that they will be liable for all costs imposed on Arinda by those Third Party Suppliers.

7. Setup and Configuration

- 7.1. Any Hotspot device purchased from Arinda will be preconfigured to use CAS, unless specifically stated otherwise.
- 7.2. For other devices, if required, Arinda will supply instructions to the Client on how to configure their Hotspot to operate with CAS. The Client understands and acknowledges that they will be responsible for completing any such steps and procedures to configure the Hotspot to operate with CAS.

8. Storage Caps and Limits

- 8.1. Every CAS Subscription and CAS for Kiosks Subscription includes a certain allocation of database storage space, typically measured in megabytes (MB) (the "Database Limit").
- 8.2. Where the Client has more than one CAS Subscription then the total Database Limit for the Client shall be considered as the total sum of each individual Database Limit associated with each current and paid individual CAS Subscription.
- 8.3. The Database Limit is the maximum amount of data that the Client can store in CAS servers. This includes, but is not limited to, the storage of user accounts, access codes, tickets, access logs, revenue logs, transactions, and other records and information created by each Device.
- 8.4. The Client can view their current database usage and remaining Database Limit via the Web Portal at any time.
- 8.5. The Client is responsible for managing their own database usage to ensure they stay within their Database Limit.
- 8.6. If the Client exceeds their Database Limit then additional fees ("Excess Usage Fees") shall be charged to the Client on a per megabyte basis per year, to be paid in advance, and back dated to when the excess usage first started.

9. Client's Commitment and Undertaking

- 9.1. The Client will comply with all reasonable directions of Arinda and its Third Party Suppliers relating to CAS.
- 9.2. The Client will comply with all technical, security and privacy standards set out by Arinda, and the Client will provide evidence of compliance to Arinda if requested.
- 9.3. The Client will not share, sell, or otherwise reveal any end-user data or user information to any third party, or use such information for any other purpose, except as required to deliver their internet services to that end-user.
- 9.4. The Client will adhere to Arinda's Privacy Policy.

- 9.5. The Client will immediately notify Arinda of any event, change of circumstance, or breach of security that may impact upon the integrity or continued delivery of CAS.

10. Withdrawal of Service

- 10.1. Arinda reserves the right to immediately and without notice to the Client, withdraw or temporarily suspend CAS or any part thereof, in the event that:
- (a) the Client fails to comply with its obligations in relation to this Agreement;
 - (b) if advised or directed to do so by any Government agency or law enforcement agency or department;
 - (c) if fraud or inappropriate or malicious use is suspected;
 - (d) if the Client is suspected of not meeting necessary security standards;
 - (e) this Agreement is terminated for any reason; or
 - (f) a service upon which CAS relies is unavailable.

11. Intellectual and Creative Rights

- 11.1. All creative rights and intellectual ownership rights of Arinda connected to CAS, including software, implementation, computer codes, files, graphics, text and any other materials, are the sole property of Arinda and shall not be copied, published, distributed, presented in public or forwarded to any third part in any format without the express, written and prior permission of Arinda.

12. Privacy Statement

- 12.1. Arinda will take care of any personal information the client provides us, in accordance with the Privacy Act 2001 and our Privacy Policy, which is available on the Arinda website at <http://www.arinda.com.au/>
- 12.2. Arinda will maintain the confidentiality of all data and will not collect or otherwise deal in commercially sensitive information, except to the extent necessary for the delivery of CAS.

13. Indemnity

- 13.1. The client indemnifies Arinda in respect of all costs, damages and/or loss whatsoever including any third party claims or costs, howsoever arising from the use of CAS.

14. Alterations

- 14.1. Arinda reserves the right to alter this Agreement at any time. The latest version of the Agreement will be available on the Arinda website and in the Web Portal.

15. Termination and Expiration

- 15.1. This Agreement will automatically terminate at the end of the Subscription Period, at which time the Client can choose to subscribe to another Subscription Period.

15.2. Arinda reserves the right to terminate the Agreement at any time. If the Agreement is terminated then Arinda will partially refund to the Client the Subscription Fees in proportion of the number of days already passed/expired in the Subscription Period.

15.3. If the Agreement is terminated by the Client before the end of the Subscription Period then any remaining credit for the Subscription Fees will be forfeited.

16. Outstanding Invoices

16.1. Arinda reserves the right not to provide CAS access to the Client if they have any overdue or outstanding invoices or money owing to Arinda. In such cases, the Client must pay all overdue invoices owed to Arinda before Arinda will continue to provide CAS.

17. Use of Arinda's name, logos and trademarks

17.1. Unless otherwise agreed in writing, the Client must not use the Arinda or Surf Easy or Internet Here name, logos or trademarks. Nothing in this Agreement gives the Client the right or permission to use those names, logos or trademarks.

17.2. Nothing in this Agreement is creating any relationship of employee, partnership, principal and agent, or joint venture with the Client and the Client remains independent from Arinda. Additionally, the Client must not in any way maintain or give the impression to any third party that it has the relationship of employee, partnership, principal and agent, or joint venture with Arinda.

18. Execution

18.1. The Client is deemed to have accepted and executed this Agreement upon payment of their CAS Subscription Fees or purchase of any Device from Arinda.