ASVB MASTER SUBSCRIPTION AGREEMENT

EFFECTIVE DATE: 26 May 2026

IMPORTANT – PLEASE READ CAREFULLY

By clicking "I agree" or by accessing or using the ASVB Value Calculator, you:

- confirm that you have read and understood this Agreement;
- agree to be legally bound by it;
- confirm that you are authorised to bind the organisation identified in your subscription (Customer).

If you do not agree, do not access or use the ASVB Platform.

This Agreement is between:

Alliance Social Enterprises Company Limited (ACN 613 476 761)
246 – 248 Beardy Street, Armidale NSW 2350 (ASE)

and

The legal entity identified in the applicable Order Document (Customer).

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1. Structure of Agreement

1.1 This Agreement consists of:

- this Master Subscription Agreement;
- the applicable Order Document (being an Order Form or Subscription Confirmation);
- Schedule 1 – Acceptable Use Policy;
- Schedule 2 – Data Processing and Privacy Addendum;
- Schedule 3 – Attribution and Intellectual Property Notice.

1.2 If there is any inconsistency:

- the Order Document prevails over this Agreement;
- this Agreement prevails over the Schedules.

1.3 The Order Document may specify additional or expanded permitted use of the Platform approved by ASE, including use across multiple programs, entities or initiatives.

1.4 This Agreement replaces any prior licence agreement or website terms governing access to the ASVB Value Calculator.

2. Definitions

ASVB Intellectual Property means all intellectual property rights in the ASVB Platform, Primary Benefit Values, Secondary Benefit Values, Wellbeing Valuation Methodology, documentation, software, content and trade marks.

ASVB Platform means the ASVB calculator, associated software, databases, documentation and online services made available by ASE.

Authorised Users means employees, officers or contractors of the Customer authorised to access the Platform.

Confidential Information means all information disclosed by one party to the other in connection with this Agreement that is marked as confidential or would reasonably be understood to be confidential, including information relating to business operations, pricing, technology, Customer Data and ASVB Intellectual Property, including ASVB values, datasets and methodology, but excluding information that becomes public other than through a breach of this Agreement.

Customer means the legal entity identified in the Order Document.

Customer Data means all data uploaded, entered or submitted into the Platform by or on behalf of the Customer.

Impact Valuation Statement means a report generated through the Platform using Primary Benefit Values and or Secondary Benefit Values.

Order Document means a Subscription Confirmation or, where applicable, an Order Form, setting out the Customer's subscription details, including Subscription Fees, Subscription Term and permitted use of the Platform.

Permitted Use means use of the ASVB Platform by the Customer and its Authorised Users for the Customer's internal organisational purposes, including generating Impact Valuation Statements for reporting, funding applications, procurement submissions and public impact reporting, in accordance with this Agreement and Schedule 3.

Subscription Confirmation means any online registration, invoice, checkout confirmation, email confirmation, quote acceptance or other written communication issued or accepted by ASE that sets out the Customer's subscription details, including fees and Subscription Term.

Subscription Term means the period specified in the Order Document.

3. Acceptance and Authority

3.1 You accept and agree to be bound by this Agreement by:

(a) signing this Agreement;
(b) clicking a box indicating acceptance of this Agreement when registering or accessing a Platform for the first time;
(c) accessing or using the Platform; or
(d) if applicable, signing and returning an Order Form or otherwise accepting a Subscription Confirmation provided by us.

If you do not agree to the terms of this Agreement, you must not access or use the Platform.

3.2 By accepting this Agreement, you represent and warrant that:

(a) you have read and understood this Agreement, including our Acceptable Use and Privacy Policy, and agree to comply with them;
(b) you have the legal capacity to enter into a binding agreement;

(c) where you accept this Agreement on behalf of an organisation or other entity, you have authority to bind that organisation or entity to this Agreement; and

(d) you have, and will maintain, all hardware, software, internet access and other services necessary to access and use the Platform.

4. Licence Grant

4.1 Customer may permit access to the Platform by employees, officers and contractors who are authorised by the Customer ("Authorised Users").

4.2 Customer must ensure that all Authorised Users comply with this Agreement. The Customer is responsible for all acts and omissions of Authorised Users as if they were the acts of the Customer.

4.3 Subject to this Agreement, ASE grants the Customer a non-exclusive, non-transferable, non-sublicensable licence during the Subscription Term to:

- access and use the ASVB Platform;
- generate Impact Valuation Statements;
- use Impact Valuation Statements for internal reporting, funding applications, procurement submissions and public impact reporting.

4.4 The licence is limited to the Customer's internal organisational purposes, including measuring and reporting on programs delivered, funded, commissioned or coordinated by the Customer, and use of outputs in external funding applications, procurement submissions and public impact reporting in accordance with this Agreement.

4.5 The licence granted under this Agreement is limited to use by the Customer and its Authorised Users solely for the internal purposes of the Customer. The Customer must not permit any other person or entity to access or use the Platform except as Authorised Users, and must not use the Platform or its outputs for the benefit of any unrelated organisation, except where such use relates to programs delivered, funded, commissioned or coordinated by the Customer.

5. Restrictions

5.1 The Customer must not, and must ensure Authorised Users do not:

- reverse engineer, decompile or disassemble the Platform;
- extract or publish Primary Benefit Values or Secondary Benefit Values other than through authorised Impact Valuation Statements;
- systematically analyse, aggregate, compare or reverse engineer outputs for the purpose of identifying, inferring or reconstructing Primary Benefit Values, Secondary Benefit Values, datasets, methodologies or valuation logic underlying the Platform;
- use ASVB Intellectual Property to develop a competing product;
- use outputs, values or data to train artificial intelligence or machine learning systems;
- remove required attribution notices;
- use the Platform or any outputs generated from it to provide services to, or for the benefit of, any third-party on a commercial or non-commercial basis, except where acting solely on behalf of the Customer;
  For clarity, this restriction does not apply where the Customer is using the Platform to assess, model or report on programs it funds, commissions or coordinates in its capacity as a funder, government body, peak organisation or similar entity.
- use the Platform or its outputs to create, publish or distribute benchmarking analyses, comparative studies or performance metrics relating to ASE or competing products without ASE's prior written consent;
- permit access to the Platform by any person who is not an Authorised User of the Customer;
- use the Platform in a manner that substitutes for multiple licences, including by supporting multiple unrelated organisations through a single subscription;
- use outputs in a manner that substitutes for access to the Platform.

5.2 ASE may reasonably monitor use of the Platform to protect the security and integrity of the Platform and ASVB Intellectual Property. On reasonable notice, ASE may request the Customer provide information reasonably necessary to verify compliance with:

(a) Authorised User limits;

(b) Entity scope; and

(c) Restrictions and Schedule 1.

6. Ownership

6.1 ASE retains all right, title and interest in the ASVB Intellectual Property.

6.2 The Customer retains ownership of Customer Data.

6.3 The Customer grants ASE a non-exclusive licence during the Subscription Term to host, process and analyse Customer Data solely to provide the Platform.

6.4 ASE may use aggregated and de-identified data derived from Customer Data for research, benchmarking and product development, provided no Customer is identifiable.

6.5 The Customer may provide feedback, suggestions or ideas relating to the Platform ("Feedback"). The Customer grants ASE a perpetual, irrevocable, royalty-free licence to use and incorporate such Feedback into the Platform without restriction or obligation.

7. Publication and Attribution

7.1 The Customer may publish Impact Valuation Statements provided that:

- the required Intellectual Property Notice in Schedule 3 is included;
- the licence number and version date are stated;
- no raw Primary Benefit Values or Secondary Benefit Values are disclosed;
- assumptions are clearly stated.

7.2 The Customer must not imply endorsement by ASE unless agreed in writing.

7.3 The Customer must not use ASE's name, logo or branding, or imply endorsement by ASE, without ASE's prior written consent. This does not restrict factual references to the ASVB Platform or inclusion of required attribution notices in accordance with this Agreement.

8. Customer Responsibilities

8.1 The Customer must:

- ensure Authorised Users comply with this Agreement;
- that any contractors or consultants accessing the Platform do so solely on behalf of the Customer and do not use the Platform or its outputs for the benefit of any other organisation;
- maintain account security;
- ensure accuracy of Customer Data;

- comply with applicable laws;
- use the Platform and any outputs generated from it in compliance with all applicable laws, including privacy, data protection, competition and consumer protection laws.

8.2 The Customer acknowledges:

(a) the Platform provides generalised social value estimates derived using the Wellbeing Valuation Methodology;

(b) outputs are dependent on assumptions, selections and data determined by the Customer;

(c) outputs may vary materially depending on those inputs; and

(d) the Platform is one of multiple information sources used by the Customer and must not be relied on as the sole basis for any decision.

8.3 Customer remains solely responsible for interpretation of results generated by the Platform and for any decisions, funding submissions or reports prepared using those results.

9. Fees and Payment

9.1 Subscription Fees are payable as specified in the Order Document.

9.2 Fees are exclusive of GST unless stated otherwise.

9.3 ASE may suspend access to the Platform if fees remain unpaid 14 days after written notice. Suspension does not limit ASE's right to terminate this Agreement for material breach.

10. Platform Availability

10.1 ASE will use commercially reasonable efforts to ensure the Platform is available 99 percent of the time, excluding:

- scheduled maintenance
- emergency maintenance
- events outside ASE's reasonable control.

This clause does not constitute a warranty or guarantee of availability and does not give rise to any service credits or financial remedies.

11. Platform Changes

11.1 ASE may update or modify the Platform from time to time to improve functionality, security or performance, or to comply with legal or regulatory requirements, provided that such changes do not materially reduce core functionality.

12. Confidentiality

12.1 Each party must keep confidential the Confidential Information of the other party and must not disclose such information except:

(a) to its employees, officers, contractors or professional advisors who need to know the information for the purposes of this Agreement and are subject to confidentiality obligations;

(b) where required by law, regulation or court order; or

(c) with the prior written consent of the disclosing party.

Confidential Information does not include information that:

(i) is or becomes public other than through a breach of this Agreement;

(ii) was lawfully known to the receiving party before disclosure; or

(iii) is independently developed without reference to the Confidential Information.

This clause survives termination.

13. Data Protection

13.1 ASE will handle Customer Data in accordance with Schedule 2.

13.2 ASE will implement reasonable technical and organisational measures designed to protect Customer Data from unauthorised access, disclosure or loss.

13.3 ASE will notify the Customer of any notifiable data breach as required by law.

14. Warranties

14.1 Each party warrants it has authority to enter this Agreement.

14.2 The individual accepting this Agreement on behalf of the Customer warrants they are authorised to bind the Customer.

14.3 ASE warrants that, to its knowledge, use of the Platform in accordance with this Agreement does not infringe third-party intellectual property rights.

14.4 The Platform is provided as is. ASE does not guarantee funding success or financial outcomes.

14.5 The Platform, ASVB Values and all outputs, including Impact Valuation Statements, do not constitute financial, economic, legal, accounting or other professional advice.

14.6 The Customer acknowledges and agrees that:

(a) the ASVB Platform provides generalised social value estimates derived using the Wellbeing Valuation Methodology and is not tailored advice for any specific funding, investment or policy decision;

(b) all outputs, including Impact Valuation Statements, are based on Customer Data, assumptions, selected outcomes and modelling inputs determined by the Customer, and may vary depending on those inputs;

(c) the Platform does not guarantee any particular financial, funding, procurement or policy outcome;

(d) the Customer is solely responsible for:

- selecting appropriate outcomes and inputs;
- determining assumptions applied in the analysis; and
- interpreting and relying on outputs generated by the Platform;

(e) the Customer must not represent outputs as definitive, certain or guaranteed measures of value, and must ensure that any published materials accurately describe the assumptions and limitations of the analysis.

To the maximum extent permitted by law, the Customer agrees that it does not rely on the Platform or its outputs as the sole basis for any decision, and that the Platform is one of several inputs into its decision-making processes.

14.7 Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded under the Australian Consumer Law. To the extent permitted by law, ASE's liability for breach of any non-excludable guarantee is limited, at ASE's option, to resupply of the services or payment of the cost of resupply.

15. Indemnities

15.1 ASE indemnifies the Customer against third-party claims that the Platform infringes intellectual property (IP) rights, provided the Customer complies with this Agreement.

15.2 IP Indemnity Process

a) The Customer must promptly notify ASE in writing of any claim or threatened claim to which the indemnity in this clause applies and must provide reasonable details.

b) ASE reserves the right to have sole control of any defence and/or settlement of a claim, provided ASE must not settle any claim in a manner that admits liability on behalf of the Customer or imposes any obligation on the Customer without the Customer's prior written consent (not to be unreasonably withheld or delayed).

c) The Customer must provide reasonable cooperation (at ASE's cost) and must not do anything that prejudices ASE's defence or settlement of any claim.

d) The indemnity does not apply to the extent the claim arises from:

(i) Customer Data;

(ii) use of the Platform other than in accordance with this Agreement;

(iii) use in combination with goods/services/software not provided or approved by ASE where the claim would not have arisen but for that combination; or

(iv) modifications not made by or on behalf of ASE.

15.3 The Customer indemnifies ASE against claims arising from:

- breach of this agreement;
- misuse of the Platform;
- unlawful or infringing Customer Data.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, neither party is liable, whether in contract, tort (including negligence) or otherwise, for any indirect, consequential, incidental or special loss, including loss of profits, loss of funding, loss of opportunity, loss of reputation or loss arising from reliance on or use of the Platform or its outputs.

16.2 ASE's total aggregate liability under or in connection with this Agreement is limited to the total Subscription Fees actually paid by the Customer in the 12 months preceding the event giving rise to the claim.

16.3 This limitation does not apply to:

(a) each party's liability for breach of confidentiality;
(b) liability that cannot be excluded, restricted or limited under Australian law;
(c) the Customer's liability for:
    (i) breach of ASE's intellectual property rights; or
    (ii) misuse of the Platform, including breaches of the Restrictions and Schedule 1.

For clarity, ASE's indemnity for third-party intellectual property infringement is subject to the liability cap in this clause.

17. Force Majeure

17.1 Neither party will be liable for failure to perform obligations due to events outside its reasonable control including natural disasters, infrastructure failures, cyber attacks or government actions.

18. Dispute Resolution

18.1 Before commencing legal proceedings, the parties must attempt to resolve the dispute through good faith negotiation.

18.2 If unresolved within 30 days, the dispute may be referred to mediation.

19. Term and Termination

19.1 This Agreement continues for the Subscription Term.

19.2 Either party may terminate this Agreement for a material breach not remedied within 14 days after written notice.

19.3 Upon expiry or termination:

- access ceases;
- the Customer is responsible for downloading any Customer Data it wishes to retain prior to expiry or termination. ASE has no obligation to provide access to or restore Customer Data after expiry or termination.
- ASE may delete or de-identify Customer Data within 30 days after expiry or termination, subject to any longer retention required by law or within normal backup retention cycles as described in Schedule 2.

19.4 Previously generated Impact Valuation Statements may continue to be used in accordance with this Agreement.

20. Changes to this Agreement

20.1 ASE may update this Agreement or any Schedules on reasonable notice for security, legal, regulatory or operational reasons.

If a change materially reduces the Customer's rights, the updated terms will apply only:

(a) from the next renewal of the Subscription Term; or

(b) earlier if accepted by the Customer.

ASE may require acceptance of updated terms upon login where reasonably necessary to give effect to such changes.

21. Assignment

21.1 ASE may assign this Agreement to a related entity or corporate successor.

21.2 The Customer may not assign without ASE's prior written consent, not to be unreasonably withheld.

22. Governing Law

22.1 This Agreement is governed by the laws of New South Wales, Australia.

22.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

23. General

23.1 Survival Clauses relating to intellectual property, confidentiality, limitation of liability, indemnities, governing law, dispute resolution and post-termination use survive expiry or termination of this Agreement.

23.2 This Agreement constitutes the entire agreement between the parties.

23.3 If any provision is invalid, the remainder remains in force.

23.4 Nothing creates a partnership or agency relationship.

23.5 Any notice under this Agreement must be in writing and may be given by email to the contact details associated with the Customer's account or as otherwise notified by a party from time to time.

23.6 Unless otherwise agreed in writing, the Platform is intended for use in Australia. The Customer is responsible for ensuring that its use of the Platform complies with applicable laws in any jurisdiction in which it operates

SCHEDULE 1 – ACCEPTABLE USE POLICY

This Acceptable Use Policy forms part of the Master Subscription Agreement.

1. Permitted Use

1.1 The ASVB Platform may only be used by Authorised Users for the Permitted Use.

1.2 The Customer must ensure that Authorised Users:

(a) access the Platform using their own credentials;
(b) maintain the confidentiality of login details;
(c) comply with all user guidance issued by ASE.

2. Prohibited Conduct

The Customer must not, and must ensure that Authorised Users do not:

2.1 access or attempt to access any part of the Platform not expressly authorised;

2.2 interfere with or disrupt the integrity, performance or security of the Platform;

2.3 introduce viruses, malicious code or harmful material;

2.4 use automated scripts, bots, crawlers, scraping tools or similar technologies to extract data from the Platform;

2.5 attempt to systematically analyse multiple Impact Valuation Statements for the purpose of reconstructing Primary Benefit Values or Secondary Benefit Values;

2.6 share login credentials between multiple individuals beyond the number of licensed Authorised Users;

2.7 use the Platform or its outputs as part of a service bureau, consultancy service, or shared service arrangement that benefits multiple organisations without each organisation holding its own valid subscription;

For clarity, this restriction does not apply where the Customer is using the Platform to assess, model or report on programs it funds, commissions or coordinates in its capacity as a funder, government body, peak organisation or similar entity.

2.8 use the Platform in a manner that exceeds reasonable usage levels or imposes unreasonable load on infrastructure;

2.9 use the Platform for unlawful purposes or in breach of applicable laws;

2.10 misrepresent outputs generated by the Platform;

2.11 use ASVB Intellectual Property to develop or assist in developing a competing product, valuation model or dataset.

3. Artificial Intelligence and Machine Learning

The Customer must not:

3.1 use any outputs, Primary Benefit Values, Secondary Benefit Values or data generated from the Platform to train, fine-tune, validate or develop artificial intelligence or machine learning systems, whether commercial or non-commercial;

3.2 permit third-parties to use Platform outputs for automated model development or dataset reconstruction;

3.3 upload extracted ASVB Values into generative AI systems for derivative commercial use.

3.4 This clause does not prevent ordinary document editing or formatting tools from being used for report preparation.

4. Enforcement

4.1 ASE may suspend access to the Platform where reasonably necessary and where ASE reasonably believes that:

(a) the Platform is being used in breach of this Agreement;

(b) the Customer's use presents a security, legal, reputational or regulatory risk to ASE; or

(c) continued access may compromise the integrity of the Platform or ASVB Intellectual Property.

4.2 ASE will provide notice where reasonably practicable and allow the Customer an opportunity to remedy the breach unless immediate suspension is required for security or legal reasons.

SCHEDULE 2 – DATA PROCESSING AND PRIVACY ADDENDUM

This Schedule forms part of the Master Subscription Agreement.

1. **Role of the Parties**

1.1 The Customer determines the nature and purpose of Customer Data entered into the Platform.

1.2 ASE processes Customer Data solely for the purpose of providing the ASVB Platform and related services.

1.3 The parties acknowledge that, in respect of Customer Data, the Customer acts as data controller and ASE acts as data processor for the purposes of applicable privacy law.

2. **Compliance with Law**

2.1 Each party must comply with the Privacy Act 1988 (Cth) and any other applicable privacy legislation.

2.2 The Customer warrants that it has obtained all necessary consents or lawful authority to upload Customer Data to the Platform.

3. **Security Measures**

3.1 ASE will implement reasonable technical and organisational measures to protect Customer Data against unauthorised access, disclosure, alteration or destruction.

3.2 Such measures include:

a) encrypted transmission of data over secure connections;
b) access controls and authentication measures;
c) reasonable administrative and physical safeguards;
d) regular system monitoring.

3.3 The Customer acknowledges that no internet-based system can be guaranteed to be completely secure.

4. **Data Breach Notification**

4.1 ASE will notify the Customer without undue delay if it becomes aware of a data breach affecting Customer Data that is likely to result in serious harm.

4.2 ASE will provide reasonable cooperation to enable the Customer to comply with any notifiable data breach obligations under Australian law.

5. Sub-processors

5.1 ASE may engage third-party service providers to host or support the Platform.

5.2 ASE remains responsible for ensuring that such providers implement appropriate security safeguards.

6. Data Retention and Deletion

6.1 During the Subscription Term, Customer Data will be retained within the Platform and made available to the Customer through its authorised access.

6.2 The Customer is responsible for exporting and downloading any Customer Data it wishes to retain prior to the expiry or termination of the Subscription Term.

6.3 Upon expiry or termination of the Subscription Term:

(a) access to the Platform and Customer Data will cease;
(b) ASE is not obliged to maintain or provide continued access to Customer Data beyond the Subscription Term;
(c) ASE may permanently delete or de-identify Customer Data within 30 days after expiry or termination, unless retention is required by law.

6.4 ASE may, at its discretion, provide a limited post-termination export window where reasonably practicable, but this does not create an obligation to store Customer Data beyond the Subscription Term.

6.5 Backup systems may retain residual copies for a limited period consistent with normal backup cycles.

7. Aggregated and De-Identified Data

7.1 ASE may use aggregated and de-identified data derived from Customer Data for:

(a) research and reporting;
(b) sector benchmarking;
(c) product improvement.

7.2 Such data will not identify the Customer or any individual participant.

SCHEDULE 3 – ATTRIBUTION AND INTELLECTUAL PROPERTY NOTICE

1. Attribution Requirement

Any published Impact Valuation Statement must include the following notice:

"The values used in these calculations are provided by the Australian Social Value Bank and are owned by Alliance Social Enterprises Company Limited. These values are used under Licence No. [XXXXXX] [EXPIRY DATE] and reflect the version current at the time of analysis."

The licence number and expiry date must be clearly displayed.

2. Protection of Values

2.1 Primary Benefit Values represent the monetised impact of changes in individual wellbeing and quality of life derived using the Wellbeing Valuation Methodology.

2.2 Secondary Benefit Values represent estimated changes in public sector expenditure and tax receipts associated with individual outcomes.

2.3 Raw Primary Benefit Values and Secondary Benefit Values must not be published independently of an Impact Valuation Statement.

2.4 The Customer must not:

(a) assign independent monetary amounts to ASVB outcomes outside the Platform;
(b) fragment or disaggregate individual values for commercial reuse;
(c) represent alternative valuations as equivalent to ASVB Values without written consent.

3. Methodology Integrity

3.1 The Customer must apply the Wellbeing Valuation Methodology in accordance with official ASVB guidance.

3.2 The Customer must clearly state assumptions used in applying the methodology.

3.3 The Customer must not modify, alter or misrepresent the methodology in public reporting.

4. Academic or Research Use

4.1 If the Customer intends to publish Impact Valuation Statements in academic or peer-reviewed publications, the Customer must:

(a) include the attribution notice;
(b) accurately describe the methodology;
(c) not disclose raw Primary or Secondary Benefit Values.

4.2 ASE may request review of the methodology description solely to ensure technical accuracy prior to publication.

5. Post-Termination Use

5.1 Following expiry or termination of the Subscription Term, the Customer may continue to use previously generated Impact Valuation Statements.

5.2 The Customer must not generate new modelling using ASVB Values after expiry.

5.3 Impact Valuation Statements must clearly identify the Customer on whose behalf the analysis was conducted. Statements must not be reused or reissued for the benefit of other organisations.

5.4 Any continued publication must clearly state the licence period during which the analysis was conducted.