

Software Solutions | Ascend Platform

V1.1 effective from 4 May 2026



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Part 1– Software Solutions general terms

Part 1 applies to all Software Solutions

1 What is this document?

1.1 It applies to Software Solutions

This Product Schedule only applies to our Software Solutions. All references to Services in this Product Schedule refer to Software Solutions.

1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or the Experian Dictionary, accessible at www.experian.com.au/terms.

2 How do we provide the Services?

2.1 Service provision

- a. The Service is provided on a software-as-a-service (**SaaS**) basis. It operates on the Experian Ascend Platform, a cloud-native service hosted in Experian’s dedicated Amazon Web Services (**AWS**) environment on servers located in Australia.
- b. We will maintain industry-standard administrative, physical, and technical safeguards designed to protect the security and integrity of the Service and the data stored and/or processed within it.
- c. We will maintain a business continuity program and disaster recovery (**DR**) plan appropriate for the Service. If activation of our DR plan is reasonably required, we will implement it in accordance with its terms.

2.2 Service level targets

- a. We will use reasonable endeavours to meet the support service and service level targets set out in our standard Service Level Agreement, which we will make available to you separately.
- b. If we fail to meet service level targets, we will investigate the cause and use reasonable endeavours to remediate the issue. A failure to meet the service level targets is not a breach of the Agreement.

2.3 Maintenance

- a. From time to time, we may apply upgrades, patches, fixes, or other maintenance to the Service (**Maintenance**).
- b. If we believe that Maintenance will impact the Service, we will use reasonable endeavours to provide you with as much prior notice as is reasonably practicable.
- c. Refer to the Service Level Agreement for additional information on Maintenance.

2.4 Service availability

- a. We will use reasonable endeavours to maximise the availability of the Service, but we can’t guarantee it will always be available without interruption.
- b. The availability of the Service may rely on third-party networks or communication systems. If those networks or systems aren’t working, we’re not responsible for any Service interruptions.
- c. Refer to the Service Level Agreement for additional information on service availability targets.

3 How is data managed?

3.1 Data Hub and Input Data

- a. Where agreed under a Work Order, we will configure connections between your selected data sources and the Service via our API-based gateway (known as **Data Hub**), through which the Service connects to and retrieves data from your selected data sources (**Input Data**).
- b. API integrations will use REST/JSON and will authenticate via OAuth, with authentication managed by us.
- c. Data Hub enables access to Input Data but doesn't include the Input Data itself or any rights to use it. You are responsible for obtaining and maintaining all agreements, subscriptions, licences, permissions and credentials required to access and use the Input Data.
- d. We are not responsible for the accuracy, completeness, timeliness or availability of any Input Data provided by third parties.
- e. The Service allows you to cache Input Data for up to the period specified in the Work Order. If you require a longer caching period than the period set out in the Work Order, additional fees may apply.

3.2 Data storage

This clause 3.1 only applies if the Service stores data (as set out in the Work Order).

- a. Application data will be stored in the Service for the period specified in the Work Order (or if not specified, 12 months). Where agreed, we will provide scheduled data exports to your nominated data lake. However, you remain responsible for your own data retention, record-keeping and archiving.
- b. All data stored in the Service is encrypted via the AWS Key Management System (**KMS**).
- c. Upon expiry or termination of the Agreement, we will continue to store the data in the Service at no additional cost for a period of 90 days, during which time you will have the option of retrieving a "read only" version of the data at no extra charge. If you request that we store the data for longer than 90 days, we must agree to this in writing and additional fees will apply.

3.3 Data processing

- a. All data transmitted to and from the Service is encrypted in transit using industry-standard Transport Layer Security (TLS) protocols (TLS 1.2 or higher).
- b. If you access the Service from outside the Location, you acknowledge and consent that this may result in cross-border transfers of data stored or processed in the Service.

4 What are your obligations?

4.1 Using the Services

You must:

- a. only use the Services for the Authorised Use and in line with their intended purpose and applicable Laws;
- b. implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Services;
- c. use the Services on up to date and secured hardware, networks, systems and software;
- d. comply with all applicable technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- e. comply with the with the AWS Acceptable Use Policy accessible at <https://aws.amazon.com/aup/>;
- f. obtain and maintain any hardware, network infrastructure and ancillary services needed to connect to, access, or otherwise receive and use the Services;
- g. keep all Credentials secure and confidential. If there is any unauthorised use of Credentials, you must promptly notify us, change the affected Credentials (if you can), and follow our reasonable instructions;
- h. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- i. ensure that the Services are not resupplied, resold, or repackaged;
- j. restrict access to the Services to you and your Authorised Users only; and
- k. if you use any third-party systems, platforms or service providers in connection with your use of the Services, ensure that those third-party service providers comply with the obligations under this clause 4.1.

Unless required by Law, you must not voluntarily produce any Experian Data in legal proceedings or identify us, our Related Bodies Corporate, the Services, or our Confidential Information as a source of reference.

4.2 Use of AI Technology

- a. You must not use (or allow any third party to use) Experian Data to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems or agents (**AI Technologies**). Any technology, information, data or materials created using Experian Data in a way that

does not comply with this clause are owned by us, treated as our Confidential Information, and you assign all IP Rights in them to us.

- b. For clarity, you may use Experian Data in AI Technologies solely to produce individual results within the Authorised Use, provided that no Experian Data (including any subset or derived data) is retained by any third party (including AI Technology providers).

4.3 You are responsible for Authorised Users

- a. If Authorised Users access the Services, you:
 - i. must maintain a list of Authorised Users and share it with us on request;
 - ii. must ensure that your Authorised Users comply with the Agreement and our reasonable directions to use the Services;
 - iii. are responsible for your Authorised Users' use of the Services; and
 - iv. acknowledge that we may disable Authorised Users that are deemed inactive or we reasonably suspect have breached the Agreement.
- b. If an Authorised User no longer needs access to the Services, you must remove their access. Anyone with access will be considered authorised by you.
- c. We may monitor your Authorised Users use of the Services to ensure your compliance with the Agreement, our security standards and to prevent fraud and unauthorised use. You are responsible for obtaining any necessary consents from your Personnel and Authorised Users in relation to this clause.

4.4 You are responsible for how you use the Services

You are solely responsible for any decisions made (or not made) by you or your Authorised Users in relation to the use of the Services.

5 How do we manage intellectual property?

5.1 Ownership and licensing of Existing IP

You and we each own and continue to own all of our respective Existing IP. If any of your Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Existing IP to the extent required to deliver the Experian Services.

5.2 We and our licensors keep our IP in the Services

We (or our licensors) own all right, title, and interest, including IP Rights, in the Services at all times. We don't, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.

5.3 IP created during Service provision

All right, title and interest, including IP Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any IP Rights in any of our Services, Enhancements, or Joint IP, you:

- a. assign those IP Rights to us (or our licensor) with effect from acquisition; and
- b. agree to do all things reasonably required by us to give effect to such assignment.

Part 2 – Service-specific terms

Each set of service specific terms applies only to the Service of the same name (or as otherwise set out below)

5 PowerCurve Originations Essentials (PCOE)

5.1 What is PCOE?

PCOE is a pre-configured SaaS solution used for credit decisioning and underwriting.

5.2 Out of the box solution

PCOE is provided as an out of the box solution with standard functionality. Any setup or configuration (as agreed between the parties) involves enabling features and/or applying your selected rules or workflows and doesn't include any custom development.

6 PowerCurve Data-as-s-Service (DaaS)

6.1 What is DaaS?

DaaS is a pre-configured SaaS solution that provides access to credit decisioning capabilities and data sources. It is offered as a stateless service, with each request processed independently.

6.2 Out of the box solution

DaaS is provided as an out of the box solution with standard functionality. Any setup or configuration (as agreed between the parties) involves enabling features and/or applying your selected rules or workflows and doesn't include any custom development.