

Change Request Form – Type 2

Google Data Sharing

Request Date:	_____	Request Number:	_____
			[Please insert Year-month-request no. for that month]
Customer's Name:	_____	Phone:	_____
	(Please Insert full legal name + ABN/ACN)		[Please Insert phone number of customer contact.]
		Email:	_____
			("Please Insert email of customer contact")
Sponsor's Name:	_____	Priority:	URGENT
	(Please Insert name of customer contact requesting change)		
Assigned To:	_____	Response Date:	_____
	(Please Insert name of Delacon account manager)		

1. Variation to Services Agreement

The Customer and Delacon Pty Ltd ABN 42074596553 ("**Delacon**") have entered into an agreement for the provision of services agreement on or about _____ [Insert date of signature of Delacon application form – month & year is OK if that is all that is known] (**Services Agreement**). Unless otherwise defined, capitalised terms used in this Change Request Form will have the meaning given to them in the Services Agreement.

The Customer has agreed to share certain data with Google so that it obtains the benefit of discounts concerning Google Data Logging Services which Delacon uses in the provision of the Services.

The parties have agreed to vary the terms and conditions of the Services Agreement by including the following terms:

- a) If the Customer elects to acquire the Google Data Logging Service:
 - (i) the charges for the Call Transcription Services will be those specified in Section 2;
 - (ii) those charges will form part of the Fees payable by the Customer to Delacon; and
 - (iii) special conditions b) to g) of this Section 1 (inclusive) will apply.
- b) Delacon will provide the Data Logging Data to Google to allow Google to develop, improve and model Google's machine learning technology (the "**Purpose**").
- c) The Customer authorises Delacon on its behalf to grant Google the perpetual, irrevocable right to use, de-identify and copy the Data Logging Data for the Purpose.
- d) The Customer hereby consents to:

- (i) Google sharing the Data Logging Data with its affiliates, third party vendors and contractors of Google, who are bound by non-disclosure agreements;
 - (ii) Google retaining the Data Logging Data indefinitely even after termination of any agreement between Delacon and the Customer;
 - (iii) Google owning all models, improvements of any of its services, and any associated intellectual property, that result from Google's use of the Data Logging Data.
- e) The Customer will:
- (i) obtain and maintain any required consents from its end users to allow Delacon and Google to access, monitor, use and disclose the Data Logging Data; and
 - (ii) notify its end users that the Data Logging Data will be made available to Delacon and Google and with affiliates, third party vendors and contractors of Google, who are bound by non-disclosure agreements.
- f) The Customer represents and warrants that it has all necessary and appropriate rights, consents, and permissions to grant the consent set forth herein, including, as may be applicable, written or opt-in grants from the data originators or owners or the provision of any related notice or information to such data originators or owners.
- g) The Customer further represents and warrants that: (i) none of the Data Logging Data is or has been obtained from a website or online service (including mobile apps) directed to children or from children under the age of 13, as covered by the Children's Online Privacy Protection Act (USA), regardless of any parental consent and (ii) the Customer has not entered into a BAA with Google covering any PHI obligations under HIPAA.
- h) The Customer indemnifies Delacon against all claims, loss or damage or whatever nature and however arising in connection with the Google Data Logging Service and the Data Logging Data.
- i) In these special terms and conditions:

"BAA" means any "HIPAA Business Associate Amendment" or "Business Associate Agreement" entered into between Google and Customer.

"Data Logging Data " means the data generated or passed to Delacon associated with the provision of the Services and which Delacon provides to Google through use of the GCP Cloud Speech API Service with the data logging option enabled (and text files derived from such data).

"HIPAA" means the Health Information Portability and Accountability Act of 1996 (USA) and the rules and the regulations thereunder, as amended.

"Protected Health Information" or "PHI" has the definition given to it under HIPAA.

2. Charges

It is agreed that on and from the entry into force of the agreement constituted by this Change Request Form, the following fees and charges will apply to the Customer:

- a) 30% discount to list prices for Speech Analytics services.
- b) All other charges will remain the same.

Note: *All fees and charges quoted in this Change Request Form are:*

- *in Australian dollars; and*
- *exclusive of GST;*

3. Terms & Conditions

- (a) The Customer acknowledges that, except to the extent expressly amended by this Change Request Form, all terms, conditions and pricing applying to the provision of any service by Delacon to the Customer as at the date of signature of this form will remain in full force and effect.
- (b) This Change Request Form will become binding upon Delacon, and the amendments to the Services Agreement set out in this form will enter into effect, on and from the date of Delacon’s signature of this Change Request Form.
- (c) The agreement contained in this Change Request Form will be governed by, and construed in accordance with, the laws of New South Wales.

Signed as an agreement by _____ [Insert full legal name and ABN/ ACN of Customer in CAPS]:

NOTE: This Change Request Form must be signed by:

- (i) *two directors (or, where the company is managed by a sole director/ company secretary, that director); or*
- (ii) *one director and the company secretary; or*
- (iii) *the Chief Executive Officer or Managing Director – with signature witnessed; or*
- (iv) *any other person duly authorised by power of attorney – with signature witnessed.*

Authorising signature:	X	dd/mm/yyyy <i>Insert date of signature</i>
Signatory's name and capacity (e.g. "Director")		
Authorising signature (or witness' signature if applicable):	X	dd/mm/yyyy <i>Insert date of signature</i>
Signatory's Name and Capacity (e.g. "Company Secretary" or "Witness")		

[Please email a copy of the entire form, fully signed and completed to your account manager or sales@delaconcorp.com]

Signed as an agreement by **DELACON PTY LTD ACN 074 596 553:**

Authorising signature:	X	dd/mm/yyyy <i>Insert date of signature</i>
Signatory's name and capacity	Michael Center, Chief Executive Officer	
Witness' signature:	X	dd/mm/yyyy <i>Insert date of signature</i>
Name of witness		