Master Subscription Agreement

This Master Subscription Agreement (**Agreement**) is between Agili8 (**we, us, our** or **Agili8**) and the individual or organization agreeing to these terms (**you, your** or **Customer**) for our Software as a Service (**SaaS**). This Agreement governs access to and use of the relevant software (**Software**) and services (collectively with Software herein referred as **Services**) we provide either directly or indirectly via our business partners. You acknowledge that you have read and understand this Agreement, and you accept and agree to this Agreement as a Customer when you sign up for our Services. If you represent an organization, you are agreeing to this Agreement on behalf of that organization and you are warranting that you have the authority to bind that organization to this Agreement. Otherwise, you must not sign up for the Services.

1. Our Obligations and Services

(a) You may access and use the Services in accordance with this Agreement. Your access to and use of the Services are governed by this Agreement as well as our Privacy Policy located at https://agili8.com/faq which are incorporated herein by this reference.

(b) Agili8 will use, at a minimum, industry standard technical and organizational security measures to transfer, store, and process Customer Data. These measures are designed to protect the integrity of Customer Data and guard against the unauthorized or unlawful access to, use, and processing of Customer Data. Customer agrees that Agili8 may transfer, store, and process Customer Data in locations other than Customer's country. "Customer Data" means Stored Data and Account Data. "Stored Data" means the files and structured data submitted to the Services by the Customer. "Account Data" means the account and contact information submitted to the Services by the Customer.

(c) Agili8 may update the Services from time to time. If Agili8 changes the Services in a manner that materially reduces their functionality, Agili8 will inform Customer via the email address associated with the Customer's account.

(d) Some Services may allow you to download Agili8 Software which may update automatically or require you to update manually. If any component of the Software is offered under an open source licence, Agili8 will make the licence available to Customer and the provisions of that licence may expressly override some of the terms of this Agreement.

(e) Agili8 offers some services over mobile SMS, such as a one-time unique link to join a video call upon request or at a scheduled time. SMS and internet data rates may apply. We are not liable for any delays or undelivered messages via different telecommunications carriers.

2. Customer Obligations

(a) Organizational Customers are responsible for use of the Services by your End Users. All Customers must comply with laws and regulations applicable to Customer's use of the Services.

(b) Organizational Customers may specify End Users as "Administrators" through your administration dashboard. Administrators have the ability to access, disclose, restrict or remove Customer Data from Services accounts. Administrators also have the ability to monitor, restrict, or terminate access to Services accounts. Agili8's responsibilities do not extend to the internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

(c) All Customers shall put in reasonable controls to prevent unauthorized use of the Services by its End Users or third parties and terminate any unauthorized use of or access to the Services. You must promptly notify Agili8 of any unauthorized use of or access to the Services within 24 hours of knowing any cybersecurity breach in writing.

(d) You will not (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services or any features or functionality of the Services, to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time; (ii) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services, including any copy thereof; (iii) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Services; (iv) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury; or (v) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services, nor attempt nor assist anyone else to do so, unless this restriction is prohibited by law; or (vi) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Services.

(e) Without in any way limiting the foregoing, you agree that you will not misuse the Services in any way. By way of example, you must not, and must not attempt to do the following: (i) probe, scan, or test the vulnerability of any system or network; (ii) breach or otherwise circumvent any security or authentication measures; (iii) access, tamper with, or use non-public areas

or parts of the Services, or shared areas of the Services you haven't been invited to; (iv) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services; (v) access or search the Services by any means other than our publicly supported interfaces (for example, "scraping"); (vi) send unsolicited communications, promotions or advertisements, or spam; (vii) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing"; (viii) promote or advertise products or services other than your own without appropriate authorization; (ix) sell the Services or Services accounts via unauthorized channels; (x) use automated or other means to create accounts in bulk or to access the Services other than by using our official interface and/or APIs; (xi) publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or (xii) violate the law in any way including storing, publishing or sharing material that's fraudulent, defamatory, misleading, or that violates the privacy or infringes the rights of others.

(f) "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information in or from an End User or Customer's Services account. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure. Agili8 will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Agili8's receipt of a Third Party Request; (B) comply with Customer's commercially reasonable requests regarding its efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Agili8 will not be obligated to do so.

3. Collection and Use of Your Information

Agili8 shall have the right to collect and analyze data relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Agili8 will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. All information Agili8 collects through or in connection with the Services is subject to Agili8's Privacy Policy located at https://agili8.com/faq/

4. Account Suspension

(a) If you (i) violates this Agreement or (ii) uses the Services in a manner that Agili8 reasonably believes will cause a liability, Agili8 may request that you suspend or terminate the applicable account. If an Organizational Customer fails to promptly suspend or terminate the End User account in breach, then Agili8 may do so at our sole discretion.

(b) Notwithstanding anything in this Agreement, if there is a Security Emergency, Agili8 may automatically suspend use of the Services. Agili8 will make commercially reasonable efforts to narrow the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

5. Intellectual Property Rights

(a) Agili8 shall retain all title, rights, and Intellectual Property Rights in and associated with the Services and any deliverable or improvements in connection with the Services. This Agreement does not grant you any Intellectual Property Rights in the Services or Agili8 trademarks and brand features. "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and all similar or equivalent rights or forms of protection, in any part of the world.

(b) You own all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data. You hereby grant to Agili8 a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data (including in coordination with trusted third parties) as may be necessary for Agili8 to provide the Services to you.

(c) Agili8 may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, licence and sublicence, any feedback, comments, or suggestions you may send to Agili8 without any obligation to you.

6. Confidentiality

From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is:

(a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the effective date of this Agreement and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Subscription Fees & Payment

You must pay the Subscription Fees according to the payment terms set forth in the contract between you and Agili8.

8. Term & Termination

(a) The term of this Agreement (the "Term") will remain in effect until your subscription to the Services expires or terminates, or if Agili8 becomes insolvent.

(b) Either Agili8 or Customer may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

(c) If this Agreement terminates: (i) the rights granted by Agili8 to you will cease immediately (except as set forth in this section); (ii) Agili8 may provide you access to your account at then-current fees so that you may export its Stored Data; and (iii) after a commercially reasonable period of time, Agili8 may delete any Stored Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: Clauses 2(f) (Third Party Requests), 5 (Intellectual Property Rights), 6 (Confidentiality), 9(c) (Effects of Termination), 10 (Indemnification), 11 (Limited Warranty; Disclaimers), 12 (Limitation of Liability) and 13 (Miscellaneous).

9. Indemnification

(a) You will indemnify, defend, and hold harmless Agili8 from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Agili8 and its affiliates regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) Organizational Customer's End Users' use of the Services in violation of this Agreement.

(b) If Agili8 infringes a third party's Intellectual Property Rights, then Agili8 may: (i) obtain the right for you, at our expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Services so that they no longer infringe. If Agili8 does not believe the options described in this section are commercially reasonable, then we may suspend or terminate your use of the affected Services (with a pro-rata refund of prepaid fees for the Services).

(c) The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Agili8 and your only remedy under this agreement for violation of a third party's intellectual property rights.

10. Limited Warranty & Disclaimer

(a) Agili8 warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to such Services in accordance with the documentation and specifications agreed upon by the parties under normal use and circumstances and that the Services shall be provided in a professional manner.

(b) You agree that the Services are provided "as is". To the fullest extent permitted by law, except as expressly stated in this Agreement, Agili8 and our respective affiliates, suppliers and resellers do not make any warranty of any kind, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Limitation of Liability

(a) To the fullest extent permitted by law, except for any claim of fraud or intellectual property infringement or breach of Clause 6 (Confidentiality), neither you nor Agili8 and our respective affiliates, suppliers, and resellers will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

(b) To the fullest extent permitted by law, except for any claim of fraud, intellectual property infringement or breach of Clause 6 (Confidentiality), in no event will either party's aggregate liability under this agreement exceed the amount paid by you to Agili8 prior to the event giving rise to liability.

(c) No claim arising in connection with this Agreement may be brought against either party more than six (6) months after it accrues. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or whether the party was advised of the possibility of such damages.

12. Miscellaneous

(a) Modification: Agili8 may revise this Agreement from time to time and the most current version will always be posted on the Agili8 website under https://agili.com/faq. If a revision, in Agili8's reasonable discretion, is material, we will notify you by sending an email to the email address associated with the applicable account. Other revisions may be posted to Agili8's News page, where Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the revised Agreement, you may terminate the Services within 30 days of receiving notice of the change.

(b) Entire Agreement: This Agreement, including the contract between you and Agili8, tax invoice and purchase order, constitutes the entire agreement between you and Agili8 which supersedes any prior or contemporaneous understanding and agreement, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the invoice, purchase order form, contract and this Agreement.

(c) Severability: Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

(d) Equitable & Other Remedies: Agili8 and you acknowledge and agree that due to the unique nature of the Confidential Information of the other party, there may be no adequate remedy at law for any breach by a party with respect to the other party's Intellectual Property Rights or Confidential Information, which may result in irreparable harm to the non-breaching Party, and therefore, that upon any such breach or threat thereof, the non-breaching party shall be entitled to seek injunctive relief as well as whatever remedies it may have at law, without the requirement to post any bond or security. Nothing contained herein shall be construed as limiting either party's right to any other remedies at law, including without limitation the recovery of damages for breach of this Agreement.

(e) Notices: Notices must be sent by email to help@agili8.com and are deemed given when received.

(f) Waiver: No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

(g) Assignment: Neither Agili8 nor you may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that either party may assign the Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(h) No agency: Agili8 and Customer are not legal partners or agents of one another.

(i) No third party beneficiaries: There are no third-party beneficiaries to this Agreement. Without limiting this section, a Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.

(j) Force Majeure: Except for payment obligations, neither Agili8 nor you will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and extended lack of network connectivity).

(k) This Agreement is governed by the laws of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.