



Level35 Software as a Service (SaaS) Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is an Agreement between you and us. It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. By using the Subscription Service or receiving the Consulting Services, you are agreeing to the terms of this Agreement.

If you issue terms as part of your purchasing process, it is agreed and acknowledged that this Agreement will apply to the extent of any inconsistency or conflict between your terms and this Agreement.

We periodically update the terms of this Agreement. If you have an active Zeno.pm subscription, we will let you know when we do via an email or in-app notification.

A. DEFINITIONS

Agreement means these Customer Terms of Service and all materials referred or linked to in here as varied from time to time.

Billable Users means those types of Users (defined below) for which we charge you fees as set forth on our Pricing Page.

Billing Period means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

Communication Services means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

Confidential Information means all information provided by you or us (**Discloser**) to the other (**Receiver**), whether orally or in writing that is designated as confidential. Confidential Information will include Customer Data and information about the Discloser's business plans, technical data, and the terms of the Order. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

Contact means a single customer, prospect, lead, or other individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

Contact Information means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

Consulting Services means the professional services provided to you by us, which may include training services, installation, integration or other Consulting Services.

Customer Data means all information that you submit or collect via the Subscription Service.

Customer, you or your means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

Customer Materials means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

Free Services means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

Level35, we, us or our means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

Order or Order Form means the Level35-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The Order may be referred to as a "Statement of Work (or SOW)" if you are purchasing only Consulting Services.

Pricing Page means zeno.pm/pricing/

Privacy Policy means our privacy policy as amended from time to time and found at zeno.pm/resources/

Sensitive Information means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment,

financial or health information, including any information subject to the *Privacy Act 1988 (Cth)*, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under EU data protection laws as 'Sensitive Personal Data'.

Service Level Agreement means the service level agreement set out in Schedule 1.

Subscription Fee means the amount you pay for the Subscription Service.

Subscription Service means our web-based Zeno.pm platform that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via a designated URL, and any ancillary products and services that we provide to you.

Subscription Term means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

Third-Party Products means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-Level35 apps.

Third-Party Sites means third-party websites linked to from within the Subscription Service, including Communications Services.

Trial Period means the 14 day period for you to trial the use the Subscription Service for you to assess the suitability of the Subscription Service for your purposes.

Users means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

B. GENERAL COMMERCIAL TERMS

1. Trial Period. We will provide access to the Subscription Service for the Trial Period. You may terminate the Subscription Service at any time in the Trial Period and you will receive a full refund of the Subscription Fee. If you continue to use the Subscription Services the Subscription Term will commence on the day following the conclusion of the Trial Period.

2. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide you access to use our Free Services at any time by activating them. We might provide some or all elements of the Subscription Service through third party service providers.

3. Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or

activating the additional features from within your Zeno.pm portal (if this option is made available by us). This Agreement will apply to all additional Order(s) and all additional features that you activate.

4. Availability. We aspire to make the Subscription Service available 24 hours a day, 7 days a week, except for planned downtime for maintenance, but we do not warrant such availability.

5. Consulting Services. You may purchase Consulting Services by placing an Order with us. Unless we otherwise agreed, the Consulting Services we provide will be delivered in English. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription on your Order Form unless you provide 30 days written notice to terminate the Consulting Services.

For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the **Expiration Period**). If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the **Delivery Period**). If there is no Expiration Period or Delivery Period indicated, then it will be ninety (90) days from purchase. If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable once the Consulting Services have commenced (other than on 45 days written notice).

6. Fees and Payments

a. Subscription Fees. The Subscription Fee will remain fixed during the Subscription Term unless you: (i) exceed your Maximum User or other applicable limits (see the 'Limits' in section C below), (ii) upgrade products or base packages, or (iii) subscribe to additional features or products.

For our products that have applicable User limits, you will be charged fees associated with all Billable Users.

b. Fee Adjustments at Renewal. Upon renewal of your subscription it will be adjusted to match the number of Users actually assigned at the end of your then-current Subscription Term. The fees will revert to standard pricing terms for the renewal period, unless a specific fee has been agreed to prior to the end of the subscription term for the new contract period". For more detail on renewal pricing, see the 'Term and Renewal' section below.

c. Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

d. Payment against invoice. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

e. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date and advise us of any changes. All payment obligations are non-cancellable and all amounts paid are non-refundable (other than for the Trial Period), except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a Level35 solutions partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

f. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are subject to GST, all fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

7. Use and Limitations of Use

a. Prohibited and Unauthorized Use. You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the

Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service. The Subscription Service is not designed to comply with any industry-specific regulations, so you may not use the Subscription Service where your communications would be in breach of laws in your jurisdiction. You agree not to use data from the Subscription Service in legal proceedings or otherwise as evidence.

You will notify us right away in writing of any unauthorized use of your Users' identifications and passwords or your account.

b. No Sensitive Information. If you use the Subscription Service to collect, manage or process sensitive information, we will not have any liability that may result from your use of the Subscription Service to collect or manage sensitive information.

c. Use of Communication Services. You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

d. Third-Party Sites and Products. Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

8. Subscription Term, Termination, Suspension

a. Term and Renewal. Your initial subscription period will be specified in your Order, and your subscription will automatically renew for the shorter of the subscription period, or one year. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below. If you add products during the Subscription Term, the fees for these additional products will be pro-rated and they will renew along with your subscription, unless otherwise indicated in your Order.

The renewal pricing set forth in your Order will apply, subject to adjustment as specified in the 'Fees and Payments' section above. If renewal pricing is not included in your Order, then our

standard pricing available on our Pricing Page on the date of renewal will apply. If you use our Free Services, we will make the Free Services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

See the 'Limits' in section C below for the applicability of product limits on renewal.

b. No Early Termination; No Refunds. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the Zeno.pm subscription during your Subscription Term.

c. Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

d. Suspension for Prohibited Acts. We may suspend any User's access to any or all Subscription Services for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

e. Suspension for Non-Payment. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

f. Suspension for Present Harm. If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined

above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

g. Suspension and Termination of Free Services. We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

h. Effect of Termination or Expiration. If your paid subscription is terminated or expires, we may choose to continue to make available to you our Free Services, and you will continue to be subject to this Agreement for as long as you have access to a Zeno.pm portal.

Upon termination or expiration of this Agreement, you will stop all use of the affected Subscription Service. We will provide you the opportunity to retrieve Customer Data after termination or expiration, depending on the type of applicable subscription as specified in the 'Retrieval of Customer Data' section below. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

C. SUBSCRIPTION TERMS

1. Subscription Types. We offer two main types of subscriptions: (1) Full-Service Subscriptions, and (2) Free Subscriptions. There are different terms that apply depending on the subscription you purchase, and we cover those differences in this section. Unless otherwise agreed to in an Order, the following subscription types apply to the products specified:

(1) Full-Service Subscriptions: Zeno.pm hosted on the IBM Cloud platform include your country of residence or otherwise as agreed.

(2) Free (Pilot) Subscriptions: Zeno.pm hosted on the IBM Cloud platform. Free subscriptions are limited to a pre-agreed number of client users and by prior agreement with us.

2. Limits. The limits that apply to you will be specified in your Order Form, this Agreement or on our Pricing Page, and for our Free Subscriptions, these limits may also be designated only from within the product itself. You must be 18 years of age (or 20 years of age, if you are subject to the laws of Japan) or older to use the Subscription Service.

For our Full-Service Subscriptions, if we make modifications to any limits that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current product usage limits on our Pricing Page will apply to your subscription, unless you and we otherwise agree.

For our Free Subscriptions, we may change the limits that apply to your use at any time in our sole discretion without notice to

you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

3. Downgrades. For our Full-Service Subscriptions, you may not downgrade your subscription and in order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs.

4. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

For our Full-Service Subscriptions, we will not make changes to the Subscription Service that materially reduce the functionality provided to you during the Subscription Term.

5. Customer Support. For our Full-Service Subscription, email, phone and webform support are included in your Subscription Fee. Phone support for these Subscriptions is available between 8.00am and 5.00pm Australian Eastern Standard Time (AEST). We accept webform and email support questions 24 Hours per Day x 7 Days per Week. Webform questions can be submitted through the website directly while the Level35 service desk tool can be reached by addressing an email to: support@level35.freshdesk.com.

Webform and email responses are provided during phone support hours only. We attempt to respond to webform and email support questions within one business day.

For our Free Subscriptions, support is offered through the Level35 Webforms only.

6. Notice of Non-Renewal. Your subscription will automatically renew according to the 'Term and Renewal' section above.

Unless otherwise specified in your Order, to prevent renewal of a Full-Service Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than forty-five (45) days in advance of the end of the Subscription Term.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew. To prevent continuation of the Subscription Term of a Free Subscription, you or we may close your account.

7. Retrieval of Customer Data. For our Full-Service Subscription, as long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the portal, we may charge a re-activation fee. We may withhold access to Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and

may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

For our Free Subscriptions, we will not provide you with any access to Customer Data after termination or expiration of your subscription.

8. Service Levels. Our obligations to you with respect to Service Levels for the Services are set out in the Service Level Agreement.

We will provide you with prior reasonable notice in respect of any downtime as a result of scheduled maintenance of the Services. If we fail to perform the Services to meet any applicable Service Level, we will at our cost, promptly: (i) notify you in writing; (ii) allocate such resources, and take all steps, as may be necessary to remedy the failure, and any consequences of such failure; (iii) perform a root-cause analysis to identify the cause of the failure; (iv) provide you with a written report identifying the cause of the failure and detailing your procedures for correcting the failure and minimising any risk of the failure being repeated.

D. PRODUCT DISCLOSURES

1. Customer Responsibilities. To realise the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning and executing the introduction of Zeno.pm into your business, acting as internal liaison between parts of your organisation implementing Zeno.pm; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other business systems.

2. Alpha/Beta Services. If we make alpha or beta access to some or all of the Subscription Service (the "Alpha/Beta Services") available to you (i) the Alpha/Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

3. Free Trial. If we agree to a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we

include additional terms and conditions on the trial registration web page, those will apply as well.

E. GENERAL LEGAL TERMS

1. Customer Data

a. Limits on Level35. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy. If you have engaged with a partner of ours that participates in our Solutions Partner Program, we may monitor your partner's activity within your Zeno.pm portal and make information related to your subscription available to your partner for the purposes of managing and improving the Level35 solutions partner Program. We will not use Contact Information for our own marketing purposes.

b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregated and anonymous manner. You agree that we may use and publish such aggregated and anonymous analytical information, provided that such information does not incorporate any Customer Data and/or identify you.

c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data.

2. Level35's Proprietary Rights. This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Zeno.pm Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Level35 trademarks remain the property of Level35 and you may not use any of these without prior written permission.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

3. Customer's Proprietary Rights. As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer

Data only as necessary to provide the Subscription Service and Consulting Services to you and as permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

4. Confidentiality. The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

5. Publicity. You grant us the right to add your name and company logo to our customer list, website and advertising materials.

6. Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you, (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

7. Disclaimers; Limitations of Liability

A. Disclaimer of warranties. To the extent permitted by law or otherwise as expressly detailed in this Agreement:

- (a) You acknowledge and agree that You have satisfied yourself as to the suitability and specifications of the Subscription Service and its fitness for your purposes.
- (b) We and our affiliates and agents make no representations or warranties about the suitability, accuracy, and timeliness of data made available from the Subscription Service or the Consulting Services.

(b) Any sub-contracted services or those provided by a third party under the terms of the Subscription Service are provided in accordance with the Service Levels specified in Schedule 1 and no further warranty or condition of any kind shall apply.

B. No indirect damages. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data or business opportunities; provided that, this limitation shall not apply to you if you only use the free services.

C. Limitation of liability. Except for your liability for payment of fees, your liability arising from your obligations under the 'indemnification' section, and your liability for violation of our intellectual property rights, if, notwithstanding the other terms of this agreement, either party is determined to have any liability to the other party or any third party, the parties agree that the aggregate liability of a party will be limited to the total amounts you have actually paid for the Subscription Service in the twelve month period preceding the event giving rise to a claim; provided however, this limitation shall not apply to you if you only use the free services, and in this case, if we are determined to have any liability to you or any third party arising from your use of the free services, then our aggregate liability will be limited to AUD\$1000.

D. Third party products. We disclaim all liability with respect to third-party products that you use. Our licensors shall have no liability of any kind under this agreement.

8. Miscellaneous

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <http://www.zeno.pm> and we will let you know via email or in-app notification. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right

or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

c. Actions Permitted. Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

d. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

e. Compliance with Laws. We will comply with all State of Victoria, Australia Laws and Australian Federal Laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

f. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

g. Notices. Notices will be sent:

To Level35: via email at enquiry@zeno.pm

To you: your address as provided in our Level35 Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications centre of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

h. Entire Agreement. This Agreement (including each Order), along with our Privacy Policy, is the entire agreement between us for the Subscription Service and Consulting Services and

supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

i. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

j. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods.

l. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

m. Survival. The following sections shall survive the expiration or termination of this Agreement: Section A (Definitions), Section B clause 5 (Fees and Payments)' and clause 6 (Use and Limitation of Use) and clause 7 (Subscription Term, Termination, Suspension), Section C clause 7 (Retrieval of Customer Data)', Section D clause 2 (Alpha/Beta Services) and Section E (General Legal Terms).

n. Precedence. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall prevail but only to the extent of the conflict and only for that particular Order.

Schedule 1 Service Level Agreement

We agree to be bound by the following Service Levels.

Description	Target	Measure	Conditions
System availability (working hours)	99.7%	Monthly = system uptime (8am-6pm) / 10hrs	Working hours 8am to 6pm
System availability (all other times)	98.7%	Monthly = system uptime (outside BH) / 14hrs	Excludes planned maintenance
Severity 1 issue resolution	8 hours	Hourly from the time the incident is reported open to closed	Root cause is deemed to be Level35 or sub-contractor services
Severity 2 issue resolution	3 business days	Daily from the time the incident is reported open to closed	
Severity 3 issue resolution	5 business days		
Severity 4 issue resolution	By agreement		

We agree to the following incident classifications.

Incident classification	Description
Severity 1	Total (organisation-wide) loss of system access or core functionality. Inability to undertake status reporting or corruption of data. No workarounds available.
Severity 2	Limited loss or intermittent system access, inability to access child-instances or core functionality. Loss of some significant key functions, but status reporting is available. Workarounds available.
Severity 3	Non-critical issues such as user Interface design, unavailability of non-core functions including Watson AI, Benefit alignment, etc.
Severity 4	Request for information / how to / product feature request, etc.