

## End User License Agreement Terms

### Introduction

- A. These End User License Agreement terms and any annexures set out the terms on which **Lahebo** will provide its Platform and Support Services to Customers (“Agreement”).
- B. By accessing, downloading or using the Platform, or by using the Support Services, you accept and agree to be bound by the terms and conditions of this Agreement as set out below.
- C. If you do not accept the terms of this Agreement you are not authorised to subscribe to or use the Platform and should not access or use the Platform or the Support Services.

### Operative Part

#### 1. Meaning of words

In this agreement:

- (a) **Lahebo, we, us and our** means **Lahebo Pty Ltd of Suite 6/9-11 Hamilton Pl, Mount Waverley Melbourne, VIC 3149, Australia** and any of its related bodies corporate to which this Agreement applies;
- (b) **Analytics** means any analysis or interpretation of User Data, Personal Information (whether de-identified, aggregated or otherwise), and other statistics undertaken or performed by **Lahebo** from time to time;
- (c) **Business Days** means business days in the jurisdiction where **Lahebo** resides and will typically mean Monday to Friday excluding government recognised public holidays;
- (d) **Commencement Date** means the earlier of the date the Platform or the Support Services are first accessed or used by the Customer;
- (e) **Confidential Information** means any information which is disclosed by either party to the other party pursuant to or in connection with this Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such) including, but not limited to, any technical, financial, operational or any other information that is related to the business of either party but excludes information that is in or enters the public domain other than through an unauthorized act or breach of confidentiality of the receiving party;
- (f) **Content** refers to all information and content within, uploaded, accessed through and generated by the Platform including but not limited to the Analytics, and excluding User Data;
- (g) **Customer** and you means a person using the Platform and providing use of the Platform to its Users;

(h) **Fees** means the fees payable by you for the use of the Platform in accordance with the selected Subscription Scope;

(i) **Force Majeure Event** means an event or circumstance whose occurrence and effects could not have been prevented or overcome, such as earthquakes, natural disasters, fire, flood, riots, civil commotion, industrial disputes, malicious damage, failure of any utility services, viruses, denial of service attacks, other acts or omissions or service outages by third parties (including any Internet service provider) or breakdown of plant or equipment;

(j) **Further Term** means a duration for which this Agreement will be renewed;

(k) **Harmful Code** means any computer code, software routine, or programming device that is designed to or may:

(i) disable, disrupt, impair, delete, damage, corrupt, reprogram, recode or modify in any way any computer processing system, computer network, computer service, a deliverable, interface, data, files, software, storage media, hardware, or equipment;

(ii) permit a non-authorized third party to access, transmit or utilize, as appropriate, any computer processing system, computer network, computer service, a deliverable, interface, data, files, software, storage media, hardware, or equipment; or

(iii) any other similar harmful or hidden procedures, routines or mechanisms.

(l) **Intellectual Property** means, whether registered or not, all copyright, designs and industrial designs, circuit layouts, trademarks, service marks and commercial names and designations, trade secrets, know-how, Confidential Information, patents, invention and discoveries, literary artistic and scientific works, inventions in all fields of human endeavor, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields;

(m) **Notice** includes a disclaimer, a disclosure or other statement and a consent provided in writing;

(n) **Relevant Laws** means all laws and legally binding codes of practice, guidelines or standards issued by relevant regulators or authorities or industry bodies including the Privacy Act 1988 (Cth), the General Data Protection Regulation ((EU) 2016/679) and the Competition and Consumer Act 2010 (Cth);

(o) **Personal Information** has the meaning given to that term in the Privacy Act 1988 (Cth);

(p) **Platform** means **Lahebo** online software or mobile app that enables Customers to manage risk and compliance processes, provided on a 'software-as-a-service' basis;

(q) **Privacy Policy** means Lahebo Privacy policy available at <https://lahebo.com/terms-and-conditions>

(r) **Security Incident** means any breach, incident or event which does or could result in an actual or potential compromise of the confidentiality or integrity of the User Data or the Platform;

(s) **Subscription Scope** means the licensing option selected by the Customer;

(t) **Support Services** means the services provided by Lahebo to the Customer as set out in Annexure A;

(u) **Taxes** means taxes, levies, imposts, charges, fees and duties (including, stamp and transaction duties) imposed by any government entity, together with any related interest, penalties, fines and expenses in connection with them;

(v) **Term** means the term of this Agreement in accordance with the selected Subscription Scope;

(w) **User** means the Customer, any staff of the Customer and any third party directed by the Customer that are authorized under this Agreement to access the Platform;

(x) **User Data** means any data, Personal Information or Intellectual Property inputted into the Platform by the Customer or its Users;

(y) **Website** refers to www.lahebo.com and any variation or tailored version of the website created for your use; and

(z) the singular includes the plural and vice versa.

## **2. Licence to use the Platform**

### ***Grant of Licence***

(a) In accordance with this Agreement, we grant you a limited, non-exclusive, non-transferable license in accordance with the selected Subscription Scope in order to:

(i) access, download and use the Platform;

(ii) allow access to the Platform by Users and third parties to perform assessments; and

(iii) access the Content.

(b) The license granted under clause 2(a):

(i) is granted for the duration of the Term during which you must pay the Fees, and thereafter will continue for a Further Term ongoing unless you provide notice confirming you do not wish to extend the license. Such notice must be provided at least 90 days before the termination of the then-current Term;

(ii) is granted until such time as this Agreement is terminated; and

(iii) is subject to your compliance with the terms of this Agreement.

(c) The Customer's access to, and the functionality of, the Platform is as set out in the Subscription Scope.

(d) If you do not accept all of the terms of this Agreement you are not authorized to use the Platform.

### ***Fees***

(e) You must pay the Fees strictly in accordance with the dates and for the amounts, minimum terms and payment terms in accordance with the selected Subscription Scope.

(f) In the event you terminate the license before the conclusion of Term or any Further Term, you must pay the remainder of the Fees for the then-current Term and if you have paid all the Fees for the then-current Term **Lahebo** will not refund you for any remaining portion of Fees. This also applies when you downgrade due to decrease in number of users.

(g) You agree to pay interest of 10% per annum on all overdue amounts, including on any Tax payable, in connection with any overdue payments, calculated daily from the due date until paid in full.

(h) These clauses in connection with the Fees payable under this Agreement survive the termination or expiration of this Agreement.

### ***Subscription Scope and Support Services***

(i) The Customer acknowledges and agrees that:

(i) this Agreement will continue for the Term and cannot be terminated by the Customer before the completion of the Term without **Lahebo**' prior written consent which will not be unreasonably withheld if the Customer agrees to payout the balance of the Fees payable for the duration of the Term;

(ii) its access to and use of the Platform will be limited to the maximum number of Users (if any) set out in the selected Subscription Scope;

(iii) the features and functionality of the Platform available to, or accessible by, the Customer will be limited to those available to, or accessible by, its selected Subscription Scope; and

(iv) it will receive from **Lahebo** the Support Services provided the Customer provides **Lahebo** access to its systems and technology environment as required to enable **Lahebo** to provide the Support Services.

### **3. Account Management**

(a) You are responsible for maintaining the security and confidentiality of any usernames and password used by you and your Users in relation to the Platform.

(b) You are responsible for any and all activities that occur under you and your User's accounts. You agree to notify us immediately of any unauthorized use of your accounts or any other breach of security by you or your Users.

(c) We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you will be held liable for losses incurred by us or by another party due to someone else using your account or password.

(d) You may not use anyone else's account at any time, nor assign or transfer your account to any other person without the written permission of **Lahebo**.

(e) You agree to maintain and update your user information (including Personal Information), data and password as required to keep it accurate, current and complete.

(f) You agree that your payment information will be held by us for use in maintaining your account.

### **4. Platform Availability, Updates and Modifications**

(a) **Lahebo** aims for uptime access for the Platform of at least 99.9% and will strive for 100% availability.

(b) **Lahebo** will make the Platform available 24 hours a day, 7 days a week, except for:

(i) planned downtime (for which **Lahebo** will give advance notice);

(ii) any unavailability caused by a Force Majeure Event;

(iii) any access issues resulting from your or a User's software or hardware or third party software or hardware, or both; and

(iv) any access issues resulting from your or a User's use of the Platform inconsistent with this Agreement including but not limited to access by unauthorized users.

(c) **Lahebo** may in its sole discretion release updates to the Platform from time to time. Any updates are also subject to this Agreement. Where you do not agree to an update, your sole remedy shall be to terminate your use of the Platform and to comply with the termination obligations set forth in this Agreement. Any use of the Platform after the update will constitute your acceptance of the update.

(d) **Lahebo** will use commercially reasonable endeavors to ensure that any updates to the Platform will not materially adversely impact your use of the Platform.

(e) The Platform may become unavailable from time to time for scheduled updates or as a result of events beyond **Lahebo's** reasonable control including:

(i) failure or default by any of **Lahebo's** third party service providers;

(i) abnormal usage volumes; or

(ii) any breach of this Agreement by the User or the negligence of the User or its personnel.

(f) We will endeavor to provide you with reasonable notice of any prolonged maintenance, downtime, updates or upgrades as soon as reasonably practicable after becoming aware of any need for prolonged scheduled or unscheduled maintenance, downtime, updates or upgrades.

(g) We may update or change Content on the Platform and Website at any time.

## **5. Limitation of Liability**

(a) To the extent permitted by the Relevant Law, **Lahebo** gives no warranties or representations that:

(i) the operation of the Platform will be uninterrupted, always accessible, in line with any service level agreements as specified in Annexure B or free from Harmful Code;

(ii) the Content is or will be up to date, accurate, error free or complete; and

(iii) the Platform will perform to a specific standard or be fit for a particular purpose.

(b) The Customer acknowledges and agrees that **Lahebo** is not responsible or liable for any products or any services to the extent not provided by **Lahebo**.

(c) The Customer acknowledges that it has not relied on any term, condition, representation, warranty, matter, statement or conduct in entering into this Agreement that is not expressly stated in this Agreement. In particular, the Customer has not relied on any descriptions, illustrations or specifications contained in any document (including any catalogues or publicity material produced by **Lahebo**).

(d) Under no circumstances shall **Lahebo** be liable for any damages suffered by you, a User or any third party, including without limitation, any direct or indirect, incidental, punitive, exemplary, special or consequential damages (including, without limitation, any reputational damages, any lost profits, damages for business interruption, or loss of information, programs or other data) that result from access to, link to, use of or inability to use the Platform or the Content or due to any breach of security associated with the transmission of information through the internet, regardless of the theory of liability and even if foreseeable or even if **Lahebo** was advised of the possibility of such damages.

(e) If, despite this liability limitation, we have any liability to you or any third party for any damage, and except for your misappropriation of Intellectual Property or breach of your confidentiality obligations, each party's aggregate liability under these terms shall be limited to the fees paid and payable by you under this Agreement for the six (6) months immediately prior to the event giving rise to the claim for such damage. No claim may be pursued by you more than one (1) year after the facts giving rise to such claim have arisen. This liability limitation forms an essential basis of the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement does not fully compensate you for any losses.

## **6. Indemnity**

### ***Lahebo Indemnity***

(a) **Lahebo** will indemnify, defend, and hold the Customer and its Users harmless from and against any claim by any third party that the Platform violates any third party's valid Intellectual Property rights ("IP Claim"). If in **Lahebo**' reasonable judgment any such IP Claim, or threat of an IP Claim, materially interferes with the User's access and use of the Platform, **Lahebo** will consult with the Customer, and **Lahebo** will have the option, in its sole discretion, to:

(i) substitute a functionally equivalent non-infringing Platform; or

(ii) modify the Platform to make it non-infringing.

(b) If **Lahebo** cannot achieve any of the remedies in the preceding clause on a reasonable

commercial basis, it may, by written notice, require the Customer and its Users to cease using the Platform (or the relevant functionality) and Lahebo will refund a pro-rata portion of the Fee for the Platform for such period of time in which the Customer was unable to use the Platform.

### ***Customer's Indemnity***

(c) The Customer agrees to defend, indemnify and hold harmless Lahebo, its personnel and its related bodies corporate from and against any and all claims or losses arising from:

(i) the Customer or its User's use of the Platform (except to the extent any such claim or loss arises from the fraud, gross negligence or willful misconduct of Lahebo);

(ii) the Customer's or its User's breach of any third party right (including Intellectual Property rights) or any Relevant Law; or

(iii) any claim arising out of or in relation to any content of the User Data.

### ***General***

(d) The defense and indemnification obligations provided for in this clause are conditional upon:

(i) the indemnified party providing reasonable notice, assistance and cooperation to enable the indemnifying party to defend the action or claim; and

(ii) the indemnified party allowing the indemnifying party to control the defense and all related settlement negotiations on the condition that the parties engage in consultation with respect to any loss or claim.

(e) The provisions of this clause will survive the termination or expiry of this Agreement.

## **7. Intellectual Property, Confidentiality and Privacy**

### ***Intellectual Property***

(a) You acknowledge and agree that all Intellectual Property held, located within and related to our Platform and the Content is the property of Lahebo and its related bodies corporate, excluding the User Data, and protected by Intellectual Property law. Nothing in this Agreement conveys or vests to you any interests or ownership in such Content or Intellectual Property.

(b) You acknowledge and agree that any improvements, suggestions, ideas, enhancement requests, feedback, recommendations, or other information you provide to Lahebo shall belong solely to Lahebo.

(c) Lahebo acknowledges and agrees that the User is the proprietor or licensee of all Intellectual Property in the User Data provided under or in connection with this Agreement and that this



Intellectual Property is supplied to **Lahebo** in accordance with the license granted under this Agreement.

(d) The Customer grants **Lahebo** a non-exclusive, royalty free, irrevocable, transferable, worldwide and perpetual license to manage, edit and use the User Data:

(i) for the purposes of performing its obligations under this Agreement;

(ii) to further develop and make improvements to the Platform including undertaking Analytics;  
and

(iii) to comply with any Relevant Laws.

***Confidentiality and Security Incident***

(e) A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.

(f) A party may:

(i) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and

(ii) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

(g) Each party must implement and maintain effective security measures to prevent unauthorized use and disclosure of the other party's Confidential Information whilst it is in the receiving party's possession or control.

(h) Each party must return, or at the other party's option destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the disclosing party's request or on termination of this Agreement for any reason.

(i) If either party becomes aware of a Security Incident:

(i) it must notify the other party within 72 hours (of becoming aware) in writing and give full details about the Security Incident;

(ii) reasonably cooperate with the other party in respect of the Security Incident; and

(iii) at its sole discretion, conduct its own investigation of the Security Incident, and where it deems appropriate, implement rectification measures.

### **Privacy**

(j) The parties must handle, and must ensure that its employees, agents, officers, servants and subcontractors handle, all Confidential Information and Personal Information in accordance with the requirements in this clause, our Privacy Policy (this document), [the Privacy Act 1988 \(Cth\)](#) and, where applicable, [the General Data Protection Regulation \(\(EU\) 2016/679\)](#).

### **8. User Data**

(a) The Platform may allow the Customer and its Users to enter and manage User Data. The Customer acknowledges and agrees that **Lahebo** may alter or remove any User Data if **Lahebo** reasonably considers that it breaches the Relevant Laws or a third party's rights provided that reasonable notice is given to the Customer.

(b) The Customer will (and must ensure that each of its Users will) ensure that the User Data is accurate, complete, reliable, up to date, and compliant with any Relevant Laws.

(c) Once this Agreement is terminated by you or by us, your User Data is archived and is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, you can reactivate your Subscription Scope and once again access your data by paying the Fees.

### **9. Permitted use**

(a) You agree not to use the Platform or Content and ensure your Users do not use the Platform or Content:

(i) in violation of this Agreement or Relevant Law;

(ii) in any manner that could damage, disable, overburden, or impair our server, or the network(s) connected to our server, or interfere with our operation, or any other party's use and enjoyment, of the Platform;

(iii) to store, transmit or otherwise make available any content that you do not have a right to make available under any law or which infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(iv) other than for the purposes and subject to the conditions prescribed under this Agreement, to reproduce, upload to a third party, link to, frame, store in a retrieval system or transmit any part of the Platform or Content without our prior written consent;

(v) to redistribute or resell the Platform or Content or the Intellectual Property in the Platform or

Content other than as a partner in accordance with the **Lahebo** partner terms as may be separately agreed between the parties;

(vi) to do, or cause to be done, any act or thing that may impair any of **Lahebo**' Intellectual Property rights in connection with the Platform or Content;

(vii) use the Platform on behalf of any third party other than your Users;

(viii) modify, adapt, or hack the Platform or otherwise attempt to gain or gain unauthorized access to the Platform or related systems or networks or tamper with or breach the security of the Platform;

(ix) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover or attempt to derive the source code or underlying program of any software making up the Platform;

(x) use the Platform to send unsolicited communications, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;

(xi) remove or modify any trademarks, trade names, service marks, service names, logos or brands, or copyright or other proprietary notices on the Platform or the Content, or add any other markings or notices to the Platform or the Content unless otherwise agreed by us in writing;

(xii) use the Platform to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory or promotes any financial exploitation or a criminal activity;

(xiii) modify, port, adapt, translate or create any derivative work based upon the Platform;

(xiv) use the Platform to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, worms or cancelbots or any other Harmful Code;

(xv) establish a link to the Platform or our website in such a way as to suggest any form of association, approval or endorsement by us where none exists; or

(xvi) use the Platform for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail).

(b) We have the right (but not the obligation) in our sole discretion to:

(i) refuse access to or use of the Platform;

(ii) move any Content that is available within the Platform;

(iii) to remove any Content that violates this Agreement or is otherwise deemed by us to be inappropriate or objectionable; and

(iv) preserve or disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement;

(c) respond to claims that any content violates the rights of third parties; or (d) protect our rights, property or the personal safety of our staff, other users or the public.

(c) As a condition of your use of our Platform, you authorize us to include you or your organization's name in our published list of users.

#### **10. Termination and Force Majeure**

(a) We may in our sole discretion immediately suspend, terminate or limit your access to the Platform or Content if:

(i) we deem that you or your Users are in breach of this Agreement or our Privacy Policy; or

(ii) the Fees payable by the Customer are not paid when due.

(b) We will notify you of such suspension, termination or limitation by email within five (5) Business Days. You agree that we will not be liable to you or any third party for any termination of your access to the Platform or Content.

(c) For the avoidance of doubt, the Fees shall continue to accrue during any period of suspension or limitation in accordance with clause 10(a).

(d) You may terminate this Agreement immediately at any time by:

(i) contacting **Lahebo** at [info@Lahebo.com](mailto:info@Lahebo.com); and

(ii) paying to **Lahebo** all outstanding Fees.

(e) We may terminate this Agreement at any time by providing you no less than 30 days written notice.

(f) Neither party will be responsible for a failure to perform any obligation under this Agreement (except for an obligation to pay the Fees) to the extent that it is caused by a Force Majeure Event, provided that such party has:

(i) taken all reasonable steps to prevent and avoid the effects of the Force Majeure Event;

(ii) taken all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable;

(iii) on becoming aware of the Force Majeure Event, promptly informed the other party of the Force Majeure Event; and

(iv) in the event that the Force Majeure Event continues for more than 30 days starting on the day the impact of the Force Majeure Event starts, the unaffected party may terminate this Agreement by not less than 10 days' notice in writing to the affected party. Where you terminate the agreement under this clause, you shall pay the Fees until the date of termination.

## **11. Taxes**

(a) Except where this Agreement specifies otherwise, Fees payable by the Customer to Lahebo do not include any Taxes. The Customer must, in addition to the Fees and at the same time, pay the amount of Taxes imposed by the relevant regulatory body payable in respect of the supply of the Platform, unless the Customer provides Lahebo with a valid tax exemption certificate authorized by the relevant regulatory body.

(b) The Customer warrants to Lahebo that if it is required by any regulatory body, it is registered with such body in relation to the Taxes applicable to the Fees at the time of entering this Agreement and will remain registered for the duration of this Agreement.

(c) You indemnify us and our related bodies corporate from all Tax liabilities arising from or in connection with any Tax liability that may be imposed on you or on Lahebo or its related bodies corporate as a result of information provided by you or your failure to comply with any of your tax obligations.

## **12. Jurisdiction, Severability and Waiver**

(a) The information in our Platform, Content and this Agreement has been prepared in accordance with the laws of Victoria, Australia and the Commonwealth of Australia.

(b) The terms and conditions of this Agreement will be construed in accordance with the laws in force in the State of Victoria, and both parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

(c) If any provisions of this Agreement become void, voidable or unenforceable then those

provisions are deemed to be severed and the remaining provisions will continue to have full force and effect.

(d) Any failure or delay by **Lahebo** in exercising any right, power or privilege available to us will not operate as a waiver of that power or right.

### **13. Anti-bribery**

(a) The parties must not offer or provide any benefit (including any payment, gift, hospitality or gratuity) to any person with the intention of improperly influencing such person in the exercise of their duties (including to make a decision or to take any other action) in entering into or performing the obligations under this Agreement.

(b) Each party represents, warrants and undertakes that, to the best of its knowledge and control:

(i) neither it nor any of its related bodies corporate, nor any of its personnel have offered, authorized, promised, given, solicited or accepted, and none of the foregoing will offer, authorize, promise, give, solicit or accept, to or from a government official or any other person, any payment, gift, service, thing of value or other advantage where such an action would violate any applicable anti-corruption or anti-bribery law, including but not limited to the Criminal Code Act 1995 (Cth).

(ii) each party and its personnel have been in full compliance with Anti-Bribery and Corruption Laws.

(c) Upon becoming aware of any actual, reasonably suspected or anticipated breach of this clause 13, the defaulting party must immediately provide written notice of the breach giving full details of such breach to the non-defaulting party.

(d) If a party (Notifying Party) is in breach of any part of this clause 13 then without prejudice to any other remedy the other party (Notified Party) may have, the Notified Party may:

(i) if the breach is not due to an act of the Notifying Party or any of its related bodies corporate or any of its personnel, immediately terminate this Agreement for breach with notice in writing; or

(ii) if the breach is due to an act of an agent of the Notifying Party or any of its related bodies corporate any of its personnel, provide the Notifying Party with a written notice of the default and may immediately terminate this Agreement by providing written notice if the Notifying Party fails to cure such breach to the reasonable satisfaction of the Notified Party within five (5) Business Days of receipt of that notice.

(e) Notwithstanding any other provision of this Agreement, as a consequence of the termination under this clause 13, the Notified Party shall be excused from further observance of the obligations under this Agreement and shall not be liable for any loss or damage or other costs or expenses of any kind whatsoever that the Notifying Party may suffer as a result of such termination.

### 13. General

- (a) You must not assign any right or liability under this Agreement without the prior written consent of **Lahebo**. **Lahebo** may assign its rights or liabilities under this Agreement, or novate this Agreement, to a related body corporate that has the resources and expertise to fully perform this Agreement and the Customer must take all steps, including executing all documents, reasonably requested by **Lahebo** for this purpose.
- (b) Each party must pay its own costs and expenses in respect of negotiating, preparing, signing, delivering and performing this Agreement and any other agreement or document entered into or signed under this Agreement.
- (c) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- (d) **Lahebo** may give you Notice under this Agreement through the Platform, on our Website or by email.
- (e) **Lahebo** may subcontract all or part of its obligations under this Agreement without the prior written consent of the Customer.

### Annexure A – Support Services

This Annexure A governs the provision of support services by **Lahebo** to the Customer during the Term of the Agreement.

#### 1. Definitions

In this Annexure A, unless the context otherwise requires:

- (a) **Business Day** means business days in in the jurisdiction where **Lahebo** resides and will typically mean Monday to Friday excluding government recognised public holidays; and
- (b) **Business Hours** means 9.00am to 5.00pm.

#### 2. Scope

During the term of the Agreement, **Lahebo** will provide the following support services to the Customer:

- (a) **Technical support**

Unlimited technical support during Business Hours on Business Days delivered through:

- (i) email support – [support@Lahebo.com](mailto:support@Lahebo.com); or
- (ii) ticket support – through the Platform.

Lahebo target response time to technical support requests is defined in Annexure B.

### 3. Exclusions

The support services do not apply to any downtime of, or defect in, the Platform arising from:

- (a) suspension or termination of the Customer’s access to the Platform due to the Customer's breach of the Agreement;
- (b) routine scheduled maintenance;
- (c) unscheduled, emergency maintenance or an emergency caused by a Force Majeure Event, User Data, or Internet service provider failures or delays; and
- (d) the Customer's equipment, software or other technology, or any equipment, software or technology not supplied by Lahebo.

### Annexure B – Response Time SLAs

#### Response Times and Expected Support Experience

Severity *	Situation	Response	Customer Expectation
Low	Minor functionality unavailability. Simple workarounds are available.  Little to no business impact.	- Respond to the ticket within 48 hours of receiving it. - Assign ticket to an appropriate team member. - Ticket will be responded to during normal business hours.	The internal team will acknowledge the ticket and come to a resolution.



<b>Medium</b>	Key functionality unavailable. No workaround is available.	<ul style="list-style-type: none"> <li>- Response to the ticket within 24 hours of receiving it.</li> <li>- Assign ticket to an appropriate team member.</li> </ul>	<ul style="list-style-type: none"> <li>- The internal team will acknowledge the ticket.</li> <li>- The appropriate resources will be allocated to come to a resolution.</li> </ul>
	The tool is still functional but not in an ideal state.	<ul style="list-style-type: none"> <li>- Ticket will be responded to during normal business hours.</li> </ul>	<ul style="list-style-type: none"> <li>- Regular communication from respective support personnel</li> </ul>
<b>High</b>	The system is down or severely impaired.	<ul style="list-style-type: none"> <li>- Response to the ticket within 12 hours of receiving it.</li> </ul>	<ul style="list-style-type: none"> <li>- The internal team will acknowledge the ticket.</li> </ul>
	Critical business impact.	<ul style="list-style-type: none"> <li>- Assign ticket to an appropriate team member.</li> <li>- 8x5 effort to resolution</li> </ul>	<ul style="list-style-type: none"> <li>- The appropriate resources will be allocated to come to a resolution.</li> <li>- Regular communication from respective support personnel</li> </ul>
<b>Critical</b>	Productivity Blocker.	<ul style="list-style-type: none"> <li>- Acknowledgment of issue within 1 hour.</li> </ul>	<ul style="list-style-type: none"> <li>- Allocation of appropriate resources to sustain 24x7 continuous effort to resolve.</li> </ul>
	Complete loss of a mission-critical project.	<ul style="list-style-type: none"> <li>- Ticket assignment and communication within 1 hour.</li> <li>- 24x7 effort to resolution</li> </ul>	<ul style="list-style-type: none"> <li>- Regular communication from respective support personnel</li> </ul>
	Needs immediate attention.	<ul style="list-style-type: none"> <li>- Escalation to the appropriate team within 1 hour.</li> </ul>	

\*Decision on assigning severity of incident will be made by Lahebo team.