

STAX TERMS OF SERVICE

Welcome to Stax ("Stax" or "us" or "we"), a hosted cloud-based application that provides a pre-configured cloud environment with enterprise-grade controls, visibility and monitoring (Hosted Services). These Terms and Conditions of Business (Terms) are intended to explain our obligations as a service provider and your obligations as a customer.

These Terms are binding on any use of Stax by you and apply to you from the earlier of (a) the time you confirm acceptance of these Terms, and (b) the time that Stax provides you with access to the Hosted Services.

Stax is continuously evolving, with regular updates made available. Stax reserves the right to change these terms at any time, effective from the date of posting modified terms. If a revision reduces your rights, we will notify you of the change (by, for example, sending an email or via an update in the Hosted Services). If we modify these Terms during the Initial Term and we have agreed fixed obligations to you for an Initial Term, the modified version of these Terms in respect of those fixed obligations will be effective at the end of the Initial Term.

By registering to use the Hosted Services you acknowledge that you have read and understood these Terms and have the authority to act on behalf of any person for whom you are using the Hosted Services. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Hosted Services.

These Terms were last updated in May 2022.

These Terms include any document referred to including information provided to you during the Term, the Acceptable Use Policy, user guides and any other documentation that we produce in respect of our products and services as well as our Privacy Policy, which is available at <https://www.stax.io/legal/privacy/> ("Documentation").

1. USE AND ORDERING

Initial Term and Renewals. The Hosted Services will become effective on the date the product is subscribed to within AWS Marketplace. The term ("Initial Term") is that selected by you on AWS Marketplace. After the Initial Term, where a Subscription Licence is earmarked as renewable, the Initial Term of these Terms may be automatically renewed subject to the AWS Marketplace Terms: <https://aws.amazon.com/marketplace/management/sellersettings/terms>.

Order. You can subscribe to the Hosted Services by navigating to <https://aws.amazon.com/marketplace/pp/B08LVG1RLN>. Alternatively, you may contact one of our advisors at marketplace@stax.io.

Administration. You must nominate your contact in the Marketplace web form so that we can communicate with you, and you must notify us if these details change. During our communication with you, you must nominate a contact that will be authorised to operate your user account, and to use the Hosted Services upon initial onboarding. You accept responsibility for the actions of the person that is authorised to operate your user account, or to use the Hosted Services.

Onboarding. The onboarding process for the Hosted Services will become available within 5 business days of the Commencement Date, subject to You identifying the relevant AWS account ID for the Hosted Services to be onboarded where applicable.

Licence. Subject to the provisions of these Terms, and any other conditions set forth in the AWS Marketplace offer, we grant you a non-exclusive non-transferable, revocable licence to use the Hosted Services for the Term of the licence.

- a. You acknowledge and agree that we may make changes to the Hosted Services from time to time, such as changing, adding and removing functions. In addition, we may elect not to proceed with onboarding you as a customer at our sole discretion.
- b. You acknowledge and agree that the Hosted Services may be unavailable from time to time due to maintenance activities or due to technical problems.
- c. You acknowledge and agree that you are responsible for taking steps to ensure that the means by which you access and use the Hosted Services do not expose your computer systems and other devices to viruses, worms and other malicious code.
- d. You must use the Hosted Services solely in accordance with our reasonable instructions and the Documentation. Failure to do so may mean an immediate suspension of your use of the Hosted Services at our sole discretion.

2. YOUR OBLIGATIONS

Restrictions. Unless expressly stated otherwise in these Terms:

- a. the only people who are permitted to use the Hosted Services are your permitted staff and contractors as authorised by you and in accordance with the Documentation;
- b. you must not use the Hosted Services to provide services to another person, or allow the Hosted Services to be used by any person through any outsourced service provision, timesharing, managed service or any similar kind of arrangement, or incorporate or combine any Hosted Services in any product or service that you provide to any person;
- c. you must not resell (unless you are separately authorised to do so under a relevant partner agreement) license, sub-license, reproduce, copy, modify, create derivative works of, sell, exploit, rent, lease, transfer, assign, distribute or disclose the Hosted Services or any part of them;
- d. you must not modify, reverse engineer, disassemble, decompile, reverse compile or otherwise try to access or reproduce the operation of the Hosted Services;
- e. you must not modify, attack, disrupt or circumvent any Hosted Services, technology or other material used by us to provide or control access to the Hosted Services;
- f. you must maintain and not alter or remove any copyright, trademark or other protective notice in the Hosted Services and/or Documentation or in any copy of or any component of either of them, and you must not directly or indirectly assist or permit any other person to do any of these things.
- g. you must provide consent for Stax to be Your authorised agent in order to engage with AWS as required in order to facilitate delivery of the Hosted Services.

3. OUR OBLIGATIONS

Support. Support is provided subject to our standard support policy at: <https://www.stax.io/legal/stax-service-level-agreement-sla/>

4. CONFIDENTIALITY AND DATA PROTECTION

Confidentiality. Except to the extent permitted or required by these Terms, each party must not use or disclose any of the other party's Confidential Information. We may use your Confidential Information for the purpose of performing our obligations to you under these Terms or as otherwise permitted by these Terms. Each party may also disclose Confidential Information when required to do so by law or any regulatory authority, and to its representatives whose duties reasonably require such disclosure, provided the disclosure is made on a confidential basis to the extent possible. Confidential Information of a party

("Discloser") means information treated by the Discloser as confidential or which the other party ("Recipient") knows (or ought to know) is confidential, and which is disclosed by the Discloser to the Recipient, whether before or after the acceptance of these Terms, as well as all notes and other records prepared by the Recipient based on or incorporating that information; but excludes information that; is in or subsequently enters the public domain other than as a result of a breach of confidentiality by the Recipient or any of its permitted discloses; is lawfully obtained by the Recipient from another person entitled to disclose such information; or is independently developed by the Recipient.

Data. We will treat any material that is uploaded by you in the course of your use of the Hosted Services ("Your Data") as your property. The term "Your Data" includes text, data, photos, video, audio and anything else that you upload or transmit using the Hosted Services. You grant us a non-exclusive, worldwide, royalty-free and irrevocable licence and right to collect, use, copy, store, transmit, modify and create derivative works of Your Data for the purpose of providing the Hosted Services to you, as required for benchmarking, analysis and the enhancement of the Hosted Services and as otherwise permitted by these Terms. We agree to anonymise Your Data, with no traceability back to you, unless you grant us permission to do so in writing. You agree (a) that we may continue to store Your Data in accordance with the privacy policy however you agree that certain data may be stored for as long as required for audit purposes; and (b) that we may disclose and transmit Your Data within the Stax group of related entities to assist with the efficient provision of the Hosted Services and to communicate with you about new products or features related to the Hosted Services and (c) that Stax can also store and transmit Your Data for purposes permitted by these Terms.

Use of third parties. We may use third parties to host the Hosted Services and to transmit and store the data (including Your Data) used to provide the Hosted Services. You agree that the Hosted Services may incorporate components licensed to the Licensor by third parties, which may be subject to their own End User Licence Agreements ("Third Party Licences") and that the use of the Hosted Services, in addition to these Terms, will be governed by any terms and conditions specified by any Third Party Licence that applies to the Hosted Services. Although we use protective security measures in relation to the Hosted Services, we do not make any representation or warranty that these measures will be effective at all times and you agree that your use of the Hosted Services involve use of systems, networks and facilities that are not owned, controlled, managed or operated by us, and that we are not responsible if any of Your Data is lost, corrupted, intercepted, stored or accessed across these systems, networks and facilities.

Compliance with laws. We agree to comply with our Privacy Policy which forms part of these Terms. You agree that you must comply with all applicable laws (including data protection laws) in connection with your use of the Hosted Services. You agree that you are solely responsible for considering and complying with your obligations to third parties and your obligations under all applicable laws, including notifying and obtaining the consent of third parties (where applicable), in relation to your use of the Hosted Services, and the use, transfer and disclosure of Your Data as contemplated by these Terms. By uploading Your Data, you represent and warrant to us that Your Data and its transmission and use by us and our service providers as contemplated by these Terms will not contravene any laws and that you have the necessary rights, consents and licences to make Your Data available to us to deal with as contemplated by these Terms. Nothing in these Terms restricts us from disclosing Your Data if we are legally required or compelled to do so by a court, a government authority or some other body with the legal authority to compel disclosure.

5. INTELLECTUAL PROPERTY RIGHTS.

Exclusive property of Stax. You agree that any and all Intellectual Property Rights and other proprietary rights that subsist in or arise in connection with the Hosted Services or the Documentation, including Updates and modifications to any of them, anywhere in the world, are our exclusive property. You have no right in or to the Hosted Services or the Documentation apart from the rights expressly granted to you by

these Terms, and any rights granted by law which cannot be excluded by contract with you. We warrant to you that we have the right to grant the licences referred to in these Terms.

IPR definition. In these Terms, Intellectual Property Rights means all rights in or to any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply following the end of each subsequent Renewal Term.

Publicity. You agree to participate in marketing events, case studies and/or press releases at any time. Any case studies or press releases will be jointly approved by the Customer prior to publication or use by Stax.

6. TERMINATION.

Suspension for breach. We may suspend your access to the Hosted Services if we reasonably believe that you have breached these Terms. Any suspension pursuant to this clause will not entitle you to any refund or credit.

Termination for material breach. Either party may terminate their obligations pursuant to these Terms at any time immediately, or at such later date as that party chooses, by written notice to the other party if (a) the other party materially breaches these Terms and fails to remedy such breach within 14 days after receipt of notice from the first party specifying the breach and requiring it to be remedied; or if (b) the other party materially breaches these Terms and the breach is incapable of remedy; or if (c) you infringe our Intellectual Property Rights; or if (d) the other party is subject to an Insolvency Event; or if (e) the other party is you and you are in breach of a Third Party Licence. In these Terms, Insolvency Event means in relation to a party, where that party becomes subject to any form of insolvency administration; ceases to carry on business; ceases to be able to pay its debts as they become due; any step is taken by a mortgagee or chargee to take possession or dispose of the whole or part of the that party's assets, operations or business; any step is taken to enter into any arrangement between that party and its creditors; or where any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person in respect of the whole or part of that party's assets, operations or business.

Access disabled upon termination. Upon termination or expiration of the Term for any reason, access to the Hosted Services will be disabled. Transfer of any AWS accounts and related data will be in accordance with a mutually defined and agreed offboarding process.

7. FEES

Licence and installation fees. The Marketplace Terms (<https://aws.amazon.com/marketplace/management/seller-settings/terms>) and Marketplace listing (<https://aws.amazon.com/marketplace/pp/B08LVG1RLN>) will set out the fees and other charges payable by you (Fees) for use of the Hosted Services. The Fees may be fixed for the Initial Term; thereafter the Fees may be increased in accordance with Stax's standard pricing approach and such increases will be visible on the Marketplace listing at <https://aws.amazon.com/marketplace/pp/B08LVG1RLN>.

Payment terms. You agree to remit all payments in accordance with the Marketplace Terms (<https://aws.amazon.com/marketplace/management/seller-settings/terms>) with AWS without set-off, deduction or withholding. In the event that payment has not been made and Stax has not received such payment for more than 30 days after the original due date, your access to the Hosted Services may be terminated without liability on the part of Stax.

Usage limits. The Marketplace Terms (<https://aws.amazon.com/marketplace/management/seller-settings/terms>) may specify certain limits (Usage Limits) in relation to your use of the Hosted Services. If these Usage Limits are exceeded **over three consecutive months**, you agree to pay us any additional Fees as set forth in the <https://aws.amazon.com/marketplace/management/seller-settings/terms>.

8. LIABILITY.

Performance warranty. We warrant that (i) the Hosted Services shall perform materially in accordance with the requirements and specifications agreed in these Terms and (ii) except as otherwise provided in these Terms, the functionality of the Hosted Services will not be materially decreased during the Term. For any breach of either such warranty, your exclusive remedy shall be the re-supply of the Hosted Services, or a refund of a reasonable amount of Fees to compensate for the decreased functionality, at our option.

Capacity warranty. Each party represents and warrants that it has the legal power to enter into these Terms. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. **LIABILITY CAP.** EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN TO THE EXTENT PERMITTED BY LAW, OUR CUMULATIVE LIABILITY TO YOU IN RESPECT OF ALL CLAIMS MADE BY YOU UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER TORT, MISREPRESENTATION, UNDER STATUTE OR OTHERWISE, WILL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY YOU TO US FOR THE HOSTED SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. **NO CONSEQUENTIAL LOSS LIABILITY.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA, LOSS ARISING FROM INTERRUPTION TO BUSINESS, LOSS OF GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, MISREPRESENTATION OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Definition of Claim. In these Terms, claim means claim, cause of action, suit, proceedings, judgment, debt, fine, penalty, damage, loss, cost, expense or liability of any kind.

9. GENERAL.

Disputes. All disputes arising out of these Terms must be referred within fourteen (14) days of the dispute to a senior executive appointed by both parties, who must together meet with the view to resolving the dispute. If the dispute is not resolved within seven (7) days of that meeting, the managing directors, CEOs or equivalent of both parties will meet to resolve the dispute, and if the dispute is still not resolved then the matter will be referred to mediation within 7 days of the date of the last meeting. If a matter is referred to mediation, such mediation may occur electronically by video link or otherwise will be held in Melbourne, Australia or such other place as may be agreed by the parties. The parties agree to share equally the costs of the mediator, and both parties may be represented by a duly qualified legal practitioner. Either party may commence court proceedings relating to any dispute arising from the agreement at any time where the party seeks urgent interlocutory relief.

Force majeure. Neither party shall be responsible for failure or delay of performance of an obligation (except for the customer obligation to pay all Fees) if caused by (i) an act of war, terror, hostility or sabotage, (ii) flood, fire, earthquake or other form of natural disaster, (iii) electrical, Internet, or telecommunication outage or any other problem that is not caused by the obligated party, (iv) government restrictions (including the denial or cancellation of any licence), or any other event outside the reasonable control of the party with that obligation ("Force Majeure Events"). Each party will use reasonable efforts to

mitigate the effect of a Force Majeure Event. If such event continues for more than thirty (30) days, either party may terminate the Term upon written notice. This clause does not excuse either party of its obligations to take reasonable steps to mitigate the effects of a Force Majeure Event.

Notices. Any notice or communication given to a party under these Terms is only given if it is given in writing and either (i) delivered or posted to the party at its address and marked for the attention of the relevant department of officer, or (ii) sent by email to the party at email address (notices@stax.io), or (iii) delivered by Stax through the Hosted Services. If a party gives the other party 3 business days' notice of a change of its address, email address, any notice or communication is only given by that party if it is delivered, posted or emailed to the latest address.. Any notice or communication is to be treated as given at the following time: If it is delivered, when it is left at the relevant address; if it is sent by post, 2 (or in the case of a notice or communication posted to another country, 5) business days after it is posted; if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; if it is sent by email, as soon as the sender sends the email without indication of a subsequent sending error or rejection response; and if it is sent through the Hosted Services, at the time of posting. However, if any notice or communication is given on a day that is not a business day, or after 5pm on a business day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

Entire agreement. These Terms (and any Documentation or web links incorporated by reference) are the entire agreement between us and you regarding the Hosted Services and supersede all prior agreements, discussions, and representations regarding the subject matter hereof.

Severability. If any provision of these Terms shall be deemed invalid, illegal, void or for any reason unenforceable, that provision shall be deemed to be severable and shall not affect the validity or enforceability of any other provision.

Independent contractors. The parties are independent contractors and these Terms do not create a relationship of employment, agency, joint venture or partnership between the parties.

No assignment. You may not assign these Terms or any rights under these Terms without our prior written consent.

Amendment must be in writing. An amendment of these Terms by you may only be agreed in writing signed by us.

No waiver. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Governing law. The laws of the state of Victoria, Australia govern these Terms and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Survival. The following provisions will survive any termination or expiration of the Term: confidentiality and data protection, intellectual property rights, fees, liability, and general.

Miscellaneous. In these Terms, unless the contrary intention appears: (laws) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements; (person) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; (singular, plural and gender) the singular includes the plural and vice versa, and a gender includes other genders; (headings) headings are for ease of reference only and do not affect interpretation; (executors, administrators, successors) a reference to a party is to either your or us (or both), and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes; (grammar) another grammatical form of a defined word or expression has a corresponding meaning; (meaning not limited) the meaning of general words is not limited by specific examples introduced by

including, for example or similar expressions; (time) a reference to time is a reference to time in Melbourne, Australia; (day) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; (currency) unless stated otherwise, a reference to dollar or \$ is to Australian currency; and (preparation of document) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it.