Socialsuite ESG Terms of Service

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Socialsuite

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AGREEMENT

A. These Socialsuite ESG Terms of Service form part of the agreement between Coral Harbour Pty Ltd (ACN 159 253 282) trading as "Socialsuite" (**Socialsuite**, **we**, **us** or **our**) and the customer named in the Socialsuite ESG Annual Licence Agreement (**you** or **your**). Coral Harbour Pty Ltd is the contracting party and supplier of the Services to you, and is the entity to which all Fees are payable.

B. By signing Socialsuite's ESG Annual Licence Agreement you are indicating your acceptance, on behalf of your organization, of these Socialsuite ESG Terms of Service.

C. We may update these Socialsuite ESG Terms of Service from time to time. The version in effect on the date you sign the Socialsuite ESG Annual Licence Agreement applies for the Initial Term. If we update these Terms of Service, we will notify you at least 90 days before the end of the then-current term, and the updated version will apply from the start of the next Renewal Term unless you elect not to renew under clause 2(b). Any other variation to this Agreement is effective only if made in writing and signed (including electronically) by both parties.

TERMS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, a term or expression starting with a capital letter:

a) which is defined in the Socialsuite ESG Annual Licence Agreement, has the meaning given to it in Socialsuite ESG Annual Licence Agreement;
b) which is defined in this clause 1 (**Definitions**) has the meaning given to it below:

AI Output means any text, analysis, score, classification, summary, recommendation or other output generated by any artificial intelligence or machine learning feature of the Platform Services.

Authorised Users means the persons you have nominated to gain access to use the Platform Services.

Claim includes any claim, action, proceeding or demand.

CPI means the Australian Consumer Price Index (all groups, weighted average of 8 capital cities), as published by the Australian Bureau of Statistics.

Customer Disclosure means any report, statement, filing, submission, publication, communication or other disclosure made, published or provided by you or on your behalf to any third party (including any regulator, securities exchange, auditor, assurance provider, investor, lender, customer, supplier, rating agency or member of the public) that is in any way based on, derived from, prepared with or incorporates any output of the Services, any Deliverable, any AI Output or any of Your Content as processed by the Platform Services. It

includes any sustainability report or climate statement prepared under Chapter 2M of the Corporations Act 2001 (Cth), any annual or directors' report, any response to an ESG questionnaire or rating, and any marketing or public statement about environmental, social or governance matters.

Defect in relation to any software Deliverable means an error in coding or logic that causes the program to malfunction or to produce incorrect or unexpected results.

Deliverable means the measurable, tangible, verifiable outcome, result or item generated from a Professional Services Order.

Feedback means any suggestion, comment, idea or other feedback you or Your Authorised Users provide to us about the Services, but does not include Your Content or your Confidential Information.

Insolvency Event means where a party:

a) has an order made or resolution passed for its winding up, liquidated or dissolution;

b) has a receiver, manager, controller, administrator, liquidator or similar officer appointed over any of its assets or business;

c) has the holder of an encumbrance take possession of any property of that party;

d) has a writ of execution levied against it or its property;

e) is unable or ceases to pay its debts as they fall due;

f) makes any composition, arrangements or general assignment with any creditor;

g) is or is deemed bankrupt or insolvent;

h) enters into liquidation;

i) ceases or threatens to cease carrying on business; or

j) anything occurs under the law of the jurisdiction in which a party is incorporated which has a substantially similar effect to any of the other events described in this paragraphs (a) to (i) above.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with any confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trademarks, service marks, designs and circuit layouts whether or not now existing and whether or not registered or registrable including any right to apply for the registration of such rights and all renewals and extensions.

Licensed Deliverables means any Deliverables that are not Your Deliverables.

Losses includes any damage, cost, loss, expense, liability, outgoing, fine or payment (including reasonable legal fees).

Material includes logos, drawings, graphics, pictures, documents, software, specifications, information, documentation, reports, manuals, flowcharts, working papers, listings, layouts and data.

Platform Services has the meaning given in the Socialsuite ESG Annual Licence Agreement and includes any modules, AI-enabled features, templates, data sets, documentation and updates we make available to you as part of them.

Professional Services means the services described as such in a Professional Services Order (including any implementation, training, consulting, development and support services), and any ad-hoc professional services referred to in clause 4(d).

Professional Services Order means an order for the provision of Professional Services outside the scope of the Platform Services.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth) and, in relation to us, includes Socialsuite Holdings, Inc. and Socialsuite LLC.

Services means the Platform Services and the Professional Services.

2. AGREEMENT TERM

a) This Agreement commences on the Commencement Date and will continue for the Initial Term unless renewed under paragraph (b) below or terminated under clause 13.

b) Subject to earlier termination under clause 13, the Agreement will automatically renew for successive terms of the same period as the Initial Term (each a **Renewal Term**), unless either party notifies the other of its intention not to renew the Agreement at least 60 days prior to the expiry of the Initial Term or then-current Renewal Term (whichever is relevant) in which case this Agreement will expire at the end of the then-current term.

c) We may vary the fees in accordance with clause 11 (e) that apply during any Renewal Term by notifying you of such variation at least 90 days prior to expiry of the Initial Term or then- current Renewal Term (whichever is relevant). If you do not agree to such variations, you may exercise your rights under paragraph (b) so as to let the Agreement expire at the end of the then-current term.

3. THE PLATFORM SERVICES

a) We grant you a non-exclusive, non-transferable, limited licence to access and use the Platform Services specified in the Socialsuite ESG Annual Licence Agreement solely for the lawful operation of your business and in accordance with this Agreement.

b) It is your responsibility to ensure that you have reliable and secure access to the internet so as to be able to use the Platform Services.

c) You must comply with our acceptable use policy as specified on the website for the Platform Services from time to time, and not subject the Platform Services to abnormal use, for example by overloading the Platform Services or exposing the Platform Services to unauthorised use or other security risks. Without limiting our other rights or remedies we may suspend access to the Platform Services if you breach this paragraph (c).

4. PROFESSIONAL SERVICES

a) Where you request and we agree to provide you with any Professional Services, the parties will enter into a Professional Services Order. Each Professional Services Order that is agreed and executed by the parties forms a part of this Agreement.

b) Subject to earlier termination under clause 13 each Professional Services Order will commence on the date specified in the Professional Services Order, and will continue until the Professional Services have been performed.

c) Where we provide you with any Deliverables under a Professional Services Order, the following provisions apply:

i) you may perform acceptance testing on any Deliverables for the Testing Period to confirm the Deliverables meet any Acceptance Criteria;

ii) if any Deliverable fails to meet the Acceptance Criteria:

(A) you must notify us within the Testing Period and your notice must provide reasonable details of the reasons why the Deliverable has failed to meet the Acceptance Criteria; and

(B) upon receipt of your notice we will promptly modify the Deliverable at our own cost to remedy the failure, and redeliver them to you. Following redelivery, you may once again perform acceptance testing on the modified Deliverables in accordance with paragraph (i); and

iii) you will be taken to have accepted the Deliverable(s) if:

(A) you do not give us a notice under paragraph 4(c)(ii)(A) within the Testing Period; or

(B) you use the Deliverable(s) for productive use,

and in such circumstances we will have no obligation to remedy any failure of the Deliverable to meet the relevant specifications but we will correct Defects which are notified to us by you from time to time, either by way of a specific patch or update (for more serious Defects) or as part of the next release of the software (for minor Defects).

d) From time to time, you may also request and we may agree to provide you with ad-hoc Professional Services without entering into a Professional Services Order. Such ad-hoc Professional Services may include assistance in investigating and resolving user-

created errors, or running custom reports for you. Such ad-hoc Professional Services will be charged on a time and materials basis at our normal hourly rates.

e) We will provide you with Professional Services in a professional and workmanlike manner, and will use our reasonable endeavours to meet any Timeframes and/or Milestones.

f) to enable us to provide the Professional Services, you will need to:

   i) perform Your Obligations specified in any applicable Professional Services Order;

   ii) promptly respond to any of our queries, and provide any Materials we reasonably require, in relation to the Professional Services; and

   iii) provide us with access to any of your premises and personnel that we reasonably require in order to provide the Professional Services.

g) If you fail to do any of the things required under paragraph (f):

   i) you agree to pay us any costs and expenses we reasonably incur as a result of such failure provided that we warn you that such costs and expenses may be incurred prior to us incurring them; and

   ii) we will not be liable for any resulting delay or failure by us to perform the Professional Services. This may include our rescheduling of the Professional Services taking into account other work that we may have commenced during any such delay.

5. YOUR RIGHTS AND OBLIGATIONS

a) You must ensure that Your Authorised Users comply with this Agreement, and you will be liable for the acts and omissions of Your Authorised Users as if they were your acts or omissions.
b) In using the Platform Services, you must not:
   i) violate any applicable laws, or use the Platform Services for any purpose that is unlawful;
   ii) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software; or
   iii) engage in any other conduct that inhibits any other person from using or enjoying the Platform Services.
c) We will issue you with user names and passwords that allow Your Authorised Users to access and use the Platform Services, unless the parties agree to use an alternative method (such as IP-recognition) for authenticating Your Authorised Users.

d) Where we issue you with user names and passwords:

i) you are responsible for ensuring that Your Authorised Users take all reasonable steps to safeguard their user names and passwords. We may assume that any person accessing or using the Platform Services using those user names and passwords are Your Authorised Users. You must also ensure that each of Your Authorised Users only uses the user name and password that has been allocated to them, and that no other person uses such username and password; and

ii) if you become aware or have reason to suspect that there has been any unauthorised use of any user name or password that has been allocated to Your Authorised Users, you must notify us immediately.

e) We may suspend access to the Platform Services where we reasonably believe there has been any unauthorised use of the Platform Services by any of Your Authorised Users or through any user name and password. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the parties will work together to resolve the matter. Nothing in this paragraph (e) limits any other rights or remedies we may have in such circumstances.

6. YOUR CONTENT

a) As part of your use of the Platform Services, you or Your Authorised Users may enter into or upload to the Platform Services certain Materials (**Your Content**). You must ensure that Your Content:

i) does not infringe the intellectual property or other rights of another person;

ii) is not defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;

iii) does not relate to unlawful conduct;

iv) does not create a privacy or security risk to any person, including by soliciting personal information from any person;

v) does not solicit money from any person;

vi) is not false, misleading or deceptive;

vii) does not contain financial, legal, medical or other professional advice;

viii) would not harm, abuse, harass, stalk, threaten or otherwise offend;

ix) does not tamper with, hinder the operation of, or make unauthorised modification to the Platform Services;

x) would not breach any applicable laws; or

xi) would not otherwise result in civil or criminal liability for you, us or any third party.

b) You:

i) grant us a non-exclusive, worldwide, royalty-free license to use, copy, and modify Your Content solely for providing the Services and fulfilling our obligations under this Agreement. We do not train artificial intelligence or machine learning models with Your Content. We do not use Your Content, in any form (including in anonymised or aggregated form), to train, fine-tune or develop any such model, whether ours or a third party's, and we do not permit our service providers to do so. Any sublicensing of Your Content to our subcontractors will be limited to what is strictly required for these purposes and must comply with the confidentiality obligations in Clause 8; and

ii) warrant that you have the right to grant such licence.

c) You agree to release us (including any of our directors, officers, employees and contractors) harmless from any claim made by any third party arising out of Your Content provided such claim does not arise from any use, copying or modification of Your Content not permitted under paragraph (b) above.

d) We may review your Content and may modify or remove any of Your Content where we reasonably believe it violates this clause 6.

7. INTELLECTUAL PROPERTY RIGHTS

a) Platform Intellectual Property
All rights, title, and interest (including all Intellectual Property Rights) in the Platform Services, including associated software, designs, trademarks, documentation, and other proprietary materials (collectively, the "Platform IP"), remain exclusively owned by Socialsuite and its licensors. This Agreement does not transfer to you any ownership rights or Intellectual Property Rights in the Platform IP, except for the limited license granted under clause 7 (d).

b) Your Content
All data, content, and materials that you or your Authorized Users upload, input, or otherwise provide to the Platform Services ("Your Content") shall remain exclusively your property. Socialsuite's rights to use Your Content are strictly limited as set forth in Clause 6(b)(i) of this Agreement. Upon termination of this Agreement, you may retrieve and download all Your Content in a mutually agreed format, subject to our data retention policies.

c) Deliverables
Unless explicitly stated otherwise in the Agreement Details, all Deliverables created or delivered as part of the Services shall be owned exclusively by Socialsuite ("Licensed Deliverables"). If the Agreement Details expressly state that specific Deliverables will be owned by you ("Your Deliverables"), Socialsuite irrevocably assigns to you all Intellectual Property Rights in Your Deliverables upon creation.

d) License to Licensed Deliverables
Socialsuite grants you a non-exclusive, non-transferable, limited license to use Licensed Deliverables solely in connection with your authorized use of the Platform Services, strictly for the lawful operation of your business, and according to this Agreement.

e) Restrictions on Use
You must not:

i. copy, modify, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the Platform Services or Licensed Deliverables;
ii. sell, assign, sublicense, grant a security interest in, or otherwise transfer any rights to the Platform Services or Licensed Deliverables; or
iii. use or refer to the Platform Services or any Deliverable for developing any competing goods or services.

You agree to only access the Platform Services through the interface provided by us and strictly in accordance with this Agreement. Any breach of this paragraph (e) is a material breach of this Agreement that is not capable of remedy and, despite clause 13(a), we may terminate this Agreement immediately by notice to you.

f) Feedback
You assign to us, at no charge, all right, title and interest (including all Intellectual Property Rights) in any Feedback, and we may use, modify and exploit Feedback for any purpose without credit or compensation to you. You are not required to provide Feedback, and we are not required to act on it.

8. CONFIDENTIALITY

a) Each party (the **Receiving Party**) may only use the Confidential Information disclosed or revealed by the other party (the **Disclosing Party**) for the purposes of performing its obligations or exercising its rights under this Agreement and must keep the Disclosing Party's Confidential Information confidential. **Confidential Information** means any information of whatever kind disclosed or revealed by the Disclosing Party to the Receiving Party under or in relation to this Agreement that:

i) is by its nature confidential;

ii) is designated by the Disclosing Party as confidential; or

iii) the Receiving Party knows or reasonably ought to know is confidential,

including:

iv) where we are the Disclosing Party, any part of the Services or Licensed Deliverables that are not otherwise publicly available; and

v) where you are the Disclosing Party, any of Your Content entered or uploaded to the Platform Services,

but does not include information that:

vi) is published or has otherwise entered the public domain without a breach of this Agreement;

vii) is obtained from a third party who has no obligation of confidentiality to the Disclosing Party; or

viii) is independently developed or obtained without breach of this Agreement.

b) The Receiving Party may disclose the Confidential Information of the Disclosing Party:

i) to those employees, agents or contractors of the Receiving Party reasonably requiring it on a need to know basis, provided that the Receiving Party ensures that those employees, agents or contractors keep such Confidential Information confidential in accordance with this clause 8;

ii) where we are the Receiving Party, as contemplated by clause 6;

iii) to the extent required by law; or

iv) with the prior written consent of the Disclosing Party.

c) We may refer to the fact that you are a client of ours and a user of the Platform Services in marketing and promotional materials.

9. PRIVACY AND YOUR DATA

a) Each party must comply with the *Privacy Act 1988* (Cth) (**Privacy Act**) in the collection, use, storage and handling of any personal information obtained from the other party in connection with the Services.

b) In using the Services you must ensure that you are permitted to provide us with any personal information you provide to us, and that you have made any disclosures or obtained any consents necessary under the Privacy Act.

c) Subject to the terms of this Agreement, we will establish and maintain appropriate, reasonable technical and organisational security measures in accordance with good industry practice to keep Your Content secure.

d) We may use and disclose to our service providers anonymous data about your use of the Services for the purpose of helping us to improve the Services. Any such disclosure will not include details of your identity or the identity of Your Authorised Users unless prior consent has been provided for such disclosure.

e) When you export any of Your Content, that data will be exported in the form provided by you and your users, and such export will not include any data derived from Your Content nor information relating to the database schema used by us.

f) **Overseas disclosure:** Where we disclose personal information to an overseas recipient, we will comply with Australian Privacy Principle 8.

g) **Data breaches:** If we become aware of any unauthorised access to, unauthorised disclosure of, or loss of personal information contained in Your Content, we will notify you without undue delay, give you reasonable details of the incident and the steps we are taking in response, and reasonably cooperate with you so that each party can meet its obligations under Part IIIC of the Privacy Act (Notifiable Data Breaches).

10. SECURITY

a) We will implement and maintain technical and organisational security measures consistent with recognised industry standards for software-as-a-service providers, including:
   i) controls designed to protect the Platform Services against unauthorised access or use;

   ii) measures designed to protect the security, integrity and availability of the Platform Services against reasonably anticipated threats and hazards;

   iii) secure software development practices aligned with recognised industry frameworks;

   iv) consideration of information security requirements as part of the software development process; and

   v) processes to identify and remediate known security vulnerabilities in a timely manner, in line with industry practice.

b) Where you are required to support the responsible and coordinated disclosure of security vulnerabilities by your customers who adhere to the “Guidelines for Security Vulnerability Reporting and Response V2.0” document published by the Organization for Internet Safety (OIA), when a customer advises you of a vulnerability in the software

provided by us, we agree to follow the processes and the communications required for adherence.

11. FEES AND PAYMENT

a) You must pay us the Platform Services Fees and any fees for Professional Services (together, the **Fees**). Our standard terms are that payment is due within 7 days of us providing you a tax invoice.

b) Where any Fees are specified in a currency other than Australian dollars, we will convert the amount payable by you to Australian dollars on or around the day on which we invoice you for such Fees, at the applicable exchange rate published by the Reserve Bank of Australia on that date. Unless specified otherwise, all invoices are payable in Australian dollars in the amount so calculated and specified in our invoice.

c) If, upon receipt of an invoice from us, you dispute whether any Fees are payable to us genuinely and in good faith, you may withhold the amount in dispute until the resolution of the dispute. If any such withheld amount is subsequently paid, or you otherwise fail to pay any amount when due under these Terms, we may charge you interest on such amount calculated at the Official Cash Rate set by the Reserve Bank of Australia plus 3% from the date that the amount became due for payment until the date that amount is paid in full.

d) Unless we specify otherwise when releasing a new feature or function, the Platform Services do not include new products, features or functions which we may introduce over the term of this Agreement (as opposed to improvements to existing features and functions of the products provided under this Agreement). Additional Platform Services Fees may apply should you wish to use such additional products, features or functions. Details of such additional Platform Services Fees are available on request.

e) We may increase the Fees annually on each anniversary of the Commencement Date in proportion to the increase in CPI since the Commencement Date (for the first increase) or the last increase (for any other increase).

f) Except for any disputed amounts withheld in accordance with paragraph (c), we may suspend access to the Platform Services if you fail to pay any Fees by their due date.

12. GST

a) In this clause 12, a term or expression starting with a capital letter which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated acts and legislative instruments (collectively, the **GST Law**) will have the same meaning as in the GST Law, unless the context otherwise requires.

b) Each consideration or payment obligation in this Agreement is exclusive of GST unless otherwise indicated.

c) If GST is or becomes payable on a Supply made under or in connection with this Agreement, an additional amount is payable by the party providing consideration for the Supply equal to the amount of GST payable on that Supply as calculated by the party making the Supply in accordance with the GST Law.

d) The additional amount payable under paragraph (c) is payable at the same time and in the same manner as the Consideration for the Supply.

e) Unless otherwise stated in this Agreement, the following principles apply when determining the amount of a payment under this Agreement:

   i) if a party is entitled under this Agreement to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed; and

   ii) if a party sets off an amount under this Agreement, the same principles apply to calculate the amount to be set-off, as if the amount had been paid in accordance with paragraph (i).

f) If an Adjustment Event occurs, the parties must do all things necessary to make sure that the Adjustment Event may be appropriately recognised, including the issue of an Adjustment Note.

13. TERMINATION

a) Either party may terminate this Agreement by notifying the other accordingly:

   i) where the other party materially breaches this Agreement, and fails to remedy that breach within 30 days of receiving notice of the breach; or

   ii) where the other party suffers an Insolvency Event.

b) We may terminate this Agreement with immediate effect by notifying you accordingly if we reasonably believe that:

   i) your business or operations are in competition with ours; or

   ii) you are assisting a competitor of ours, whether indirectly or directly.

c) If this Agreement is terminated in accordance with this clause 13, you must pay us the Fees for any Professional Services performed and/or Platform Services provided to you up to and until the date of termination, whether or not an invoice has been issued for those services as at the date of termination.

d) Upon expiry or termination of this Agreement, we will either (at our option):

i) provide to you; or

ii) make available for your download for a period of 30 days following termination, all of Your Content (subject to clause 9(e)), in machine readable format, that is stored at that time within the Platform Services. After having done so, we may delete any of Your Content.

e) If this Agreement expires or is terminated for any reason, the licences provided to you under this Agreement will cease immediately.

f) If a party exercises a right of termination of this Agreement, this Agreement terminates in its entirety for all parties.

g) We may terminate this agreement, at any time, at our discretion, following a change of control to our business, by giving you at least 60 days notice.

14. LIABILITY AND INDEMNITY

a) We warrant that the Platform Services will comply in all material respects with their specifications, as published by us on the website for the Platform Services from time to time.

b) To the maximum extent permitted by law, however, we do not warrant, represent or guarantee that:

i) the Platform Services will be continuously available or free of any fault, virus, worm, Trojan horse, time bomb or other harmful code; or
ii) the Services, including any Materials you obtain by using and accessing the Services, are suitable for your purposes or your business.

c) To the maximum extent permitted by law, all express or implied guarantees, warranties, representations and other terms and conditions of any kind in relation to this Agreement not contained in this Agreement are expressly excluded. If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a **Non-Excludable Provision**), and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

i) in the case of services, the resupply of the services or the cost of having services supplied again; and

ii) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or

acquiring equivalent goods, or the payment of the cost of having the goods repaired.

d) To the maximum extent permitted by law:

i) except in relation to your obligation to pay the Fees and your liability under paragraph (e)(ii), clause 15(f) or for any breach of clause 7(e), neither party will be liable to the other for any indirect, special, incidental or consequential loss or damage or damages for loss of profits, goodwill, revenue, savings or opportunity arising under or in connection with this Agreement or its subject matter;

ii) except for your obligation to pay the Fees, your liability under paragraph (e)(ii) and clause 15(f), your liability for any breach of clause 7(e) or any other infringement or misappropriation of our Intellectual Property Rights, and a party's liability for fraud or wilful misconduct, each party's maximum aggregate liability for all Claims under or in connection with this Agreement or its subject matter (including under clauses 8 and 9 and paragraph (e)(i)) is limited to an amount equal to three (3) times the total Fees paid or payable by you under this Agreement in the 12 month period immediately preceding the event giving rise to the first Claim (or, if that event occurs during the first 12 months of the Initial Term, three (3) times the Fees payable for the first 12 months of the Initial Term); and

iii) a party's liability under this Agreement is diminished to the extent that the other party's acts or omissions (or, unless otherwise stated in this Agreement, those of a third party) contribute to or cause the loss or liability,

whether in contract, tort (including negligence), in equity, under statute or otherwise, whether or not such loss or damage was foreseeable and even if we were advised of the possibility of the loss or damage.

e) Subject to paragraph (d), each party (**Indemnifying Party**) indemnifies the other party and its officers, employees, agents and contractors (collectively, **Those Indemnified**) from and against any Losses incurred or suffered by Those Indemnified arising out of a Claim made or brought against Those Indemnified by any third party that:

i) where we are the Indemnifying Party, your use of the Services or Deliverables in accordance with this Agreement infringes the Intellectual Property Rights of a third party; or

ii) where you are the Indemnifying Party, arises as a result of your breach of clause 5, or that any of Your Content infringes the Intellectual Property Rights of a third party, provided that:

iii) Those Indemnified:

(A) promptly give the Indemnifying Party notice of the Claim;

(B) give the Indemnifying Party control of the Claim and any negotiations for settlement, and

(C) provide the Indemnifying Party with all reasonable assistance in connection with its handling of the Claim, at the expense of the Indemnifying Party; and

iv) the Indemnifying Party's liability to indemnify Those Indemnified is reduced proportionately to the extent that any act or omission of Those Indemnified contributes to the relevant Loss.

f) If there is any Claim where we are (or would be) the Indemnifying Party under paragraph (e), without limiting our obligation to indemnify under paragraph 14(e), we may, in our sole discretion:

i) modify or replace the Services to make them non infringing;

ii) obtain for Those Indemnified the right to continue using the Services; or

iii) if we are unable to do those things in (i) or (ii) using commercially reasonable endeavours, terminate this Agreement upon 30 days notice to you.

g) Except for your obligation to pay the Fees, neither party will be liable to the other party for any delay or failure to perform any of its obligations under this Agreement if such delay or failure is due to a cause or matter beyond the reasonable control of that party, including wars, terrorism (including cyber terrorism), strikes, lockouts, delays or defaults of our suppliers or subcontractors, acts of God including natural events like fire, flood, earthquake or other adverse weather conditions (**Force Majeure Event**). Either party may suspend or terminate this Agreement with immediate effect by giving notice if the other party is excused from performance under this paragraph (g) due to a Force Majeure Event which persists for more than 14 days.

h) Any feature or service we identify as alpha, beta, pilot, preview, trial or similar (**Beta Services**) is provided for evaluation purposes, may contain defects and may be changed or withdrawn at any time. Subject to paragraph (c), and to the maximum extent permitted by law, Beta Services are provided "as is" without any warranty, and you use them at your own risk. Any information we give you about our product roadmap is for information only and is not a commitment to deliver any feature or functionality.

15. CUSTOMER DISCLOSURES AND ESG OUTPUTS

a) **No professional advice:** The Services, Deliverables and AI Outputs are tools to help you collect, organise and analyse information for your own sustainability, ESG and risk management purposes. They do not constitute, and are not a substitute for, legal, financial, accounting, audit, assurance, actuarial or other professional advice, and

nothing we provide is financial product advice within the meaning of the Corporations Act 2001 (Cth). Any Deliverable, AI Output or other information we provide is prepared without regard to your objectives, financial situation or needs, and does not constitute our recommendation or endorsement of your business, practices or financial position.

b) **Your responsibility for Customer Disclosures:** You are solely responsible for every Customer Disclosure, including:

   i) determining its content, scope, methodology, materiality judgements and the reporting frameworks and standards applied;

   ii) the accuracy, completeness and fairness of all information in it, and ensuring that it is not false, misleading or deceptive, including in relation to any environmental, climate or sustainability claim;

   iii) its compliance with all laws, regulations, listing rules, reporting standards and regulatory guidance that apply to you, including the Corporations Act 2001 (Cth) and the Australian Consumer Law; and

   iv) obtaining any audit, assurance, board or director approval, or professional advice that you require or that is required by law.

c) **Review of outputs:** Outputs of the Platform Services, including AI Outputs, are generated from Your Content, third party data and automated processes, and may be incomplete, inaccurate or unsuitable for your purposes. You must independently review and verify any output, Deliverable or AI Output before you rely on it or include it in any Customer Disclosure. Any decision to rely on, use or publish that material is yours alone.

d) **Your Content is not verified:** We do not audit, verify or provide assurance over Your Content or any third party data used in the Services. Any inaccuracy, omission or other deficiency in Your Content, and in any output derived from it, is your sole responsibility.

e) **No liability for Customer Disclosures:** Subject to clause 14(c), and to the maximum extent permitted by law, neither we nor any of our Related Bodies Corporate have any responsibility or liability to you or to any other person for any Customer Disclosure, or for any decision made or action taken by you or any other person in reliance on any Customer Disclosure, Deliverable, AI Output or other information provided through the Services.

f) **Indemnity:** You indemnify us, our Related Bodies Corporate and our and their officers, employees, agents and contractors from and against any Losses incurred or suffered by any of them arising out of any Claim made or brought by a third party (including any regulator, investor, customer or member of the public) in connection with any Customer Disclosure or any person's reliance on it. Clause 14(e)(iii) applies to this indemnity as if references to the Indemnifying Party were references to you.

g) **Attribution and disclaimer:** You must not state or imply that we or any of our Related Bodies Corporate prepared, verified, assured, approved or endorsed any Customer Disclosure. If any Customer Disclosure refers to us, the Services or any Deliverable, you must include the following disclaimer (or another disclaimer we approve in writing):

"Coral Harbour Pty Ltd trading as Socialsuite and its related bodies corporate (Socialsuite) did not prepare this information, content, report or other material and do not warrant, guarantee, recommend, approve or make any representation regarding the accuracy, completeness or fairness of any data or information contained in it. Socialsuite has no liability for any of the information in it or for any person's reliance on that information, and does not sponsor, endorse, recommend or promote [Customer] or any statement, report, information or content provided in it."

16. THIRD PARTY CONTENT AND SERVICES

The Platform Services may (with notice to you) include, refer to, or permit you to access, content and services provided by third parties. Where this is the case, such third party content and services are not provided by us, and if you choose to access and use any such third party content or services you do so subject to that third party's terms and conditions. To the maximum extent permitted by law, we are not liable in connection with any such third party content or services. We are not responsible for providing any implementation, training, maintenance or improvement of any third party content or services.

17. DISPUTE RESOLUTION

a) If a dispute arises out of or relates to this Agreement (including in respect of Fees under clause 11(c)), a party may not commence any court proceedings relating to the dispute unless it complies with this clause 17 (**Dispute resolution**), except where a party seeks urgent interlocutory relief.

b) A party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using mediation in accordance with the mediation rules of the Australian Commercial Disputes Centre. If the dispute is not resolved within 15 days after the mediator is appointed, or at any other time that the parties agree to in writing, the mediation ceases and either party may commence legal proceedings in relation to the dispute.

18. GENERAL

a) **Governing law and jurisdiction**: This Agreement is governed by the law of Victoria and the parties consent to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

b) **Notices**: Any notices, consent, or any other communication given under this Agreement is only effective if it is in writing, signed by or on behalf of the party giving it and received in full and legible form at the addressee's address or email address. Each party's contact details are as specified in the Agreement Details, unless either party gives notice to the other party of an alternative address or email address.

c) **Severable Provisions**: Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable.

d) **Waiver:** The failure by a party to exercise or delay exercising a right or power under this Agreement does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

e) **Assignment:** Neither party may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party (which consent may not be unreasonably withheld). However, either party may assign or novate this Agreement without consent, on written notice to the other party, to a Related Body Corporate or to a successor in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of the business or assets to which this Agreement relates, provided that the assignee agrees in writing to be bound by this Agreement and, in your case, the assignee is not a competitor of ours.

f) **Subcontracting:** We may subcontract any of our rights and obligations under this Agreement at any time. We will be liable for the acts and omissions of our personnel and subcontractors as if they were our acts or omissions.

g) **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties in connection with their respective subject matter and supersedes all previous Agreements or understandings between the parties in connection with the relevant subject matter.

h) **Survival:** Clauses 6(c), 7, 8, 9, 11, 13(c), 13(d), 14, 15 and 17 survive termination or expiry of this Agreement together with any other provision which by its nature is intended to do so.

i) **Cumulative rights:** Except as expressly provided in this Agreement, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

j) **Interpretation:** In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

   i) headings are for convenience only and do not affect the interpretation of this Agreement;

   ii) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;

   iii) a reference to:
   (A) the singular includes the plural and vice versa;

(B) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency;

(C) a thing includes a part of that thing;

(D) a party includes its successors and permitted assigns; and

(E) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and

iv) a rule of construction does not apply to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

k) **Precedence:** If there is any inconsistency between the following parts of this Agreement, the first listed prevails:

i) the Socialsuite ESG Annual Licence Agreement (including the Agreement Details);
ii) any Professional Services Order, in relation to the Professional Services provided under it; and
iii) these Socialsuite ESG Terms of Service.

l) **Compliance with laws and sanctions:** Each party must comply with all laws that apply to its performance of this Agreement, including laws relating to bribery and corruption. You represent that you are not a person or entity designated or listed under the Autonomous Sanctions Act 2011 (Cth), the Charter of the United Nations Act 1945 (Cth) or any United States sanctions or export control law, and you must not use, or permit the use of, the Services in breach of any such law.