



Terms of Service

Effective day 16 Mar 2021

Thank you for using Laybase. Laybase is part of NGC Media Ltd. The below terms of service define the agreement between NGC Media Ltd (“NGC”, “Laybase”, “We” or the “Company”) and the entity or person accepting the terms.

Agreement

By clicking through these terms, or signing the Order to which they are attached, you are entering into an agreement with Laybase to provide Services to you. The Agreement sets forth the exclusive terms and conditions between the Parties and supersedes all previous proposals, agreements, negotiations, and other written or oral communications between the Parties with respect to the Services provided hereunder.

If there is a conflict between the terms of the Agreement, the terms shall govern according to the following order of precedence: 1) the Order, 2) these Terms of Service, and 3) any terms incorporated by reference by either of the above. The substantive terms contained in your purchase order, order confirmation, notice of receipt or any other transactional document, form, or notice provided by you shall be void and without effect, even where your customary business practices require a showing of assent to such terms by us such as by signature or reference in an invoice.

We may update these Terms of Service from time to time at our sole discretion; the current version may be found at <https://www.laybase.com/terms/>. In the event of any material change, we will provide you with written notice. Your continued use of the Services following such updates constitutes your acceptance of the same. If you do not agree to the terms of any modification, you may terminate the Agreement in accordance with the Termination section below.

Authorized Users

You may designate a number of Authorised Users as administrators for the purpose of managing the platform, receiving support and making changes to your account. You are responsible for managing your Authorised Users and keeping them up-to-date. You authorize us to provide all applicable support and account information to your Authorised Users and to make modifications to the Services at their direction.

You will require your Authorised Users to abide by the terms of the Agreement, and you acknowledge and agree that you are fully responsible for the actions and omissions of your Authorised Users and for all costs, or other liabilities incurred through your account except to the sole extent that any such use or liability is the result of our breach of the Agreement. An Authorised User, may make changes to the Services, and you agree to pay any Fees associated with such changes. You shall promptly notify us in the event that you become aware of any violation of the terms of the Agreement or any unauthorized use of the accounts of you or your Authorised Users.

Invoicing

You agree to pay the Fees beginning on the Effective Date and according to the payment terms set out in the Order. You agree to pay any applicable taxes (excluding taxes on our income) which we are required to collect unless you provide us with a valid tax exemption certificate. If you elect to make any payment via wire or credit transfer, then you are responsible for any applicable transfer fees. Any applicable overages, taxes, or transfer fees will be added to the Fees. Fees are payable in the currency specified in the Order and are not refundable except as expressly stated herein.

You agree to the issue and acceptance of invoices in electronic format. We will invoice you immediately upon execution of the Order. Invoices will be sent to the billing contact you designate and are due 30 days from your receipt of the applicable invoice. If you fail to make payment your account may be suspended until such details are provided.

Termination

You may terminate the Agreement prior to the end of the Term: (i) if we materially breach the Agreement and fail to cure such breach within 10 days of your notice to us; (ii) if you provide us with at least 30 days notice; or (iii) for any other cause stated herein. We may terminate the Agreement prior to the end of the Term: (i) if you materially breach the Agreement and fail to cure such breach within 10 days of our notice to you; (ii) if we reasonably believe that your use of the Services endangers or negatively affects our network or systems, violates the law, or interferes with our ability to provide services to our other customers; (iii) if you abuse, harass, or threaten any of our employees; (iv) if we provide you with at least 30 days notice; or (v) for any other cause stated herein.

Upon termination, we will provide you with a prorated refund of Fees (based on an 18-month Stage period) for Services beyond the date of termination. For example, a \$3,000 Stage terminated after 12 months would result in a prorated refund of \$1,000. If termination occurs within the first 60 days of service we will provide you with a full refund of Fees.

Proprietary Rights

Customer Content is and remains your exclusive property, and we claim no rights whatsoever in the Customer Content.

We own and shall continue to own all right, title, and interest in and to the Services and the systems and networks used to provide such Services, including all system-generated data (e.g. performance data), modifications, improvements, upgrades, derivative works, and all intellectual property rights in and to any of the foregoing. Except for the express rights granted herein, we do not grant any other licenses, express or implied, to any of our intellectual property, including software, services, or products.

We may solicit and you or your Authorised Users may provide feedback about the Services. If you or your Authorised Users provide feedback, you agree that such feedback is provided freely. Except to the limited extent such feedback contains any of your Confidential Information, we are free to use and disclose such feedback for any purpose without an accounting to you or any other person, and we shall own all right, title, and interest in and to

such feedback along with any changes, modifications, or upgrades we make to our current products or services and any new products or services that we develop using the feedback you or your Authorised Users provide.

Confidentiality

Each Party agrees to preserve the confidential nature of the other Party's Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with the Agreement, and by using the same degree of protection that it uses to protect its own similar confidential information, which in no event shall be less than reasonable care. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information to the limited extent such disclosure is required by law, legal process, or court order, including any requirement under applicable data privacy regulations that a notice of data breach be given to a supervisory authority or regulatory agency. Information disclosed for these reasons will not cease to be Confidential Information. To the extent practicable, a Party will provide prompt notice of any such required disclosure and shall cooperate with all reasonable efforts by the disclosing Party to minimize or exclude the Confidential Information from such disclosure. Upon termination or expiration of the Agreement for any reason, any license granted herein to use the Confidential Information shall terminate immediately, and each Party will either return or destroy any Confidential Information in its possession which belongs to the other Party, or it shall continue to protect the Confidential Information in accordance with the Agreement for as long as it is retained as part of that Party's customary business practices. Notwithstanding any other terms to the contrary herein, each Party will have the right to seek an injunction in any court of competent jurisdiction to prevent a breach or threatened breach of this Section.

Security

We will maintain commercially reasonable technical and operational measures designed to protect our internal networks from malicious activity and provide for the security and integrity thereof. You are responsible for determining whether the Services meet applicable regulatory standards and otherwise comply with your own security requirements. You agree to configure your use of the Services in such a way as to maintain the security of the Services and our

network (e.g. by only uploading media that has been demonstrated to be secure, and not sharing passwords).

Should we determine that our network has been accessed in an unauthorized manner, and that unauthorized access impacts your Services, we agree to notify you as soon as reasonably practicable after we have investigated the unauthorized access and fulfilled our legal obligations. Likewise, you agree to notify us should you identify unauthorized access to the Services.

We will adhere to the Privacy Policy. Where applicable under the data privacy laws of Australia and its member states, we are the data controller for the personal data belonging to you and your Authorised Users. For all other personal data collected by you from your employees, customers, or end users or otherwise stored, transferred, or processed by any part of the Services, we are the data processor. Where we are the data processor, we will use such personal data only as instructed by you or required by law, and not for any other purpose. In all cases, the Parties agree to comply with the terms and obligations of the DPA throughout the term of the Agreement.

Limitations

Although we may perform regular backups of your site and content, we do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, among other things, content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support to you and attempt to troubleshoot any known or discovered issues that may affect your backups, but you acknowledge that we have no liability related to the integrity of your backups or the failure to successfully restore your content to a usable state. You agree to maintain a complete and accurate copy of any Customer Content in a location independent of the Services.

Warranties

Each Party represents and warrants that (i) it has the power, authority, and legal right to enter into the Agreement and perform the obligations and grant the licenses set out herein; and (ii) it will comply with all laws and regulations applicable to its performance under the Agreement.