

LAEQ365 Terms and Conditions

We have updated our existing terms and conditions.

If you are a LAEQ customer, these terms and conditions will now apply to your use of those LAEQ365 Services. For existing customers, these updates will apply commencing on July 15, 2025. For new customers, these updates apply immediately. We have created an FAQ that you can read [here](#).

Thank you for continuing to be part of the LAEQ365 family.

1. Your Acceptance

- a. This agreement (**Agreement**) governs any products and services (**Services**) provided to you by LAEQ365.
- b. This Agreement is between the LAEQ365 entity that owns or operates the Services that you are using or accessing (listed at <https://LAEQ365.com/legal>) (**LAEQ365**) and the person or entity agreeing to these terms (**you**). This Agreement does not apply if you have a written agreement executed by LAEQ365 for the provision of the Services, in which case such agreement will govern your use of the Services.
- c. You warrant that you are over the age of eighteen and have the power and authority to enter into and perform your obligations under this Agreement. If you enter into this Agreement on behalf of your company, then “you” in the remainder of this Agreement means your company, and you warrant that you are properly authorised to bind your company to this Agreement.
- d. You agree to the terms of this Agreement when you submit an Order, create an account to access or use a Service or click on the “I agree” button that is presented to you at the time of submitting your Order. If you do not agree with this Agreement, do not click the “I agree” button and stop using the Service. This Agreement becomes binding on the date that LAEQ365 accepts your Order or first makes the Services available to you, whichever is earlier (**Commencement Date**).

2. Scope

- a. This Agreement comprises:
 - i. the terms specified in the relevant order form completed pursuant to section;
 - ii. these terms and conditions (**General Terms**);

- iii. the terms applicable to each Service set out in product and services modules in this Agreement (**Product and Services Modules**); and
 - iv. the LAEQ365 policies, being the Privacy Policy and Acceptable Use Policy applicable to the relevant Service, Website Terms and Conditions, and Community Terms and Conditions accessible at <https://LAEQ365.com/legal/>, and any other policies or terms referenced in this Agreement (**LAEQ365 Policies**).
- b. If any of the terms listed in this section (2)(a) are inconsistent, the terms first listed will have priority to the extent of any inconsistency.

3. Service

- a. The Services include: (i) the cloud-based, software-as-a-service solutions (**Subscription Services**); (ii) related support services; and (iii) any other products or services LAEQ365 provides to you as specified in an Order, but excludes:
- i. any data, information, templates, content, code, video, images or other materials or information of any type that you upload to the Subscription Services, generate by using features of the Subscription Services or otherwise provide to LAEQ365 in connection with the Services (**Your Data**);
 - ii. any modifications made by you or on your behalf (**Your Modifications**) to the Services, technology, data, information, programs, material or other content LAEQ365 provides or makes available to you;
 - iii. shared materials created by LAEQ365 or users of the Services that are published or made available to you (**Shared Materials**);
 - iv. any hardware supplied by LAEQ365 related to the Services; and
 - v. any connector/s built or modified by any party other than LAEQ365 or its subcontractors.
- b. LAEQ365 reserves the right to make changes to the Subscription Services in its sole discretion from time to time, including the functionality, features, performance, user interface, and usability, and you agree that this Agreement will apply to any changes or updates to the Subscription Services. LAEQ365 will notify you of any change to the Subscription Services (other than No-Charge Services) that reduces its functionality or features in any material respect or if it discontinues any Service and is not replaced by a substantially equivalent function or feature. If LAEQ365 has notified you under this section (3)(b), you may terminate the affected Services upon

providing notice to LAEQ365 within 30 days after the date of such notice, and LAEQ365 will refund any prepaid, unused Fees in respect of any terminated Subscription Services. Nothing in this section (3)(b) limits LAEQ365's ability to discontinue any Service or to make changes as required to comply with applicable law, address a material security risk, or avoid a substantial economic or technical burden.

- c. LAEQ365 will make the Subscription Services available to you and all individual users nominated, permitted or invited by you to access the Subscription Services (**End Users**) solely for your internal business operations during the subscription period specified in your Order (**Subscription Term**) and in accordance with any usage restrictions specified in the applicable Order and relevant Product and Services Module. The license granted to you under this section (3)(c) is non-exclusive, worldwide, non-sublicensable and non-transferable.
- d. Unless permitted by law or as otherwise expressly permitted in this Agreement, you must not (nor may you encourage, authorise or assist any third party to):
 - i. rent, lease, distribute, license, sublicense, sell, transfer, assign, distribute or otherwise provide access to the Services to a third party;
 - ii. reproduce, modify, adapt, or create derivative works of, the Services or remove or tamper with any disclaimers or other legal notices in the Services;
 - iii. reverse engineer, disassemble, decompile, transfer, exchange or translate the Services or otherwise seek to obtain or derive the source code or API;
 - iv. incorporate the Services into any service that you provide to a third party; or
 - v. use the Services to provide services, or to create a service that competes with the Services.
- e. You must promptly notify LAEQ365 in writing of any breach of the above conditions of use.
- f. You are solely responsible for ensuring that any desktop, mobile telephone or handheld device (**Devices**) and systems are compatible with the Subscription Services and meet any minimum requirements specified by us.

4. No-Charge Services

LAEQ365 may offer certain Services to you at no charge, including free accounts, Third Party Products, trial use, and access to pre-release, early release and beta products (**No-Charge Services**). You agree that pre-release, early release and beta products are still in

development and may contain errors and bugs. Your use of No-Charge Services is subject to any additional terms that LAEQ365 specifies from time to time and is only permitted for the period designated by LAEQ365, or if no such period is designated, 30 days. LAEQ365 may terminate your right to use No-Charge Services at any time and for any reason in LAEQ365's sole discretion, without liability to you.

5. Your Accounts

- a. You must register for an account in order to access or receive the Services and to receive notices and information from LAEQ365 (**Customer Account**).
- b. All End Users must establish a named account to access the Services (**End User Account**). Each End User Account must not be shared.
- c. LAEQ365's Services are not directed at, nor to be used by, persons under the age of eighteen. You are responsible for ensuring that all End Users meet the age requirement.
- d. You must provide all relevant disclosures to, and obtain all relevant consents from, End Users to allow us to provide the Services to End Users, including LAEQ365's use, collection and sharing of information in accordance with our Privacy Policy.
- e. You may specify one or more administrators who may elect to have password protected rights to access administrative account(s) (**Admin Account(s)**) to administer the Services and End User Accounts.
- f. You are responsible for all actions taken through your Customer Account, all End User Accounts and Admin Accounts under your Customer Account (together, **Your Accounts**). Your responsibilities include:
 - i. maintaining the confidentiality of the passwords associated with each of Your Accounts;
 - ii. ensuring that only those individuals authorised by you have access to Your Accounts; and
 - iii. ensuring that all activities that occur in connection with Your Accounts comply with this Agreement.
- g. If you are an End User, your account is managed by the Admin Account(s) (and not you). The Admin Account(s) can control your use of the Subscription Services, including adding or removing you from accessing the Subscription Services, enabling or disabling certain features or functionality within the Subscription Services, and deleting or re-assigning ownership of Your Data and Your

Modifications. You acknowledge that your End User Account may become managed by the entity that owns or controls the email address domain (such as your employer) with which your account was established (such as your work email address). LAEQ365 is not responsible for any actions taken by Account Admin(s).

6. Intellectual Property Rights

- a. LAEQ365 and its licensors have and retain all rights, title and interest, including all intellectual property rights, copyright, trade or service marks, designs, patents, rights in circuit layouts, domain names and trade names anywhere in the world (**Intellectual Property Rights**) in and associated with the Services.
- b. You and your licensors retain ownership of all rights, title and interest, including Intellectual Property Rights, in Your Data.
- c. You grant to LAEQ365 a non-exclusive, worldwide, limited term, royalty-free, sublicensable licence to access, use, modify, reformat, publish, process, copy, distribute, export, and display Your Data to the extent required to enable LAEQ365 to provide the Services to you. LAEQ365 may collect data and other information relating to your use of the Services, including Your Data (**Usage Data**), and LAEQ365 may use (during and after the Term) such Usage Data to for its internal business purposes, including to improve, support and operate the Services, generate aggregated data sets and for reporting and analysis. LAEQ365 may only disclose Usage Data in an aggregated form in a manner that does not identify any individual.
- d. To the extent that you share a template or course which contains Your Data or Your Modifications with other users or publicly via a LAEQ365 website, you grant to LAEQ365 and each other user a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable licence to access, use, modify, reformat, publish, process, copy, distribute, export, and display such template or course to the extent necessary to make those templates and courses available and to use such templates and courses. You may disable the ability for Your Account(s) (other than Admin Account(s)) to share templates or courses with other users by contacting LAEQ365's support team.
- e. If you or your End Users choose to submit feedback to us, you grant to LAEQ365 a worldwide, perpetual, irrevocable, royalty-free licence to use, modify, publish, process, copy, distribute, export, and display, and make and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback, and waive all moral rights you or your End Users may have in such feedback.

7. Downloading Shared Materials

If you download Shared Materials, to the extent permitted by law:

- a. your use of Shared Materials is at your own risk;
- b. LAEQ365 excludes all liability to you and any third party in respect of your use of Shared Materials; and
- c. it is your responsibility to assess (and if necessary, obtain professional advice on) the suitability of Shared Materials for your purposes and any modifications required to meet those purposes.

8. Your Data

- a. You warrant that Your Data and Your Modifications:
 - i. comply with the LAEQ365 Policies, including the Acceptable Use Policy;
 - ii. are not false, misleading or inaccurate;
 - iii. do not infringe third party rights (including Intellectual Property Rights and privacy rights), that you own all rights, title, and interest, including Intellectual Property Rights, in Your Data and Your Modifications and that you have otherwise secured all necessary rights in Your Data and Your Modifications as may be necessary to grant the licenses pursuant to this Agreement;
 - iv. comply with all applicable laws; and
 - v. are not infected with viruses or any other malicious computer code, files or programs.
- b. You acknowledge and agree that LAEQ365 may remove Your Data or Your Modifications from the Services and LAEQ365's websites if we suspect (acting in good faith) that any of the warranties set out in section (8)(a) are or are likely to be untrue. To the extent practicable, permitted by law and provided it does not pose a risk to LAEQ365 or other users, LAEQ365 will notify you of any removal under section (8)(b).
- c. You must ensure that you obtain all necessary consents from relevant individuals for the use of their Personal Information contained within Your Data in order for LAEQ365 to provide the Services to you.

- d. You acknowledge and agree that you are responsible for preparing and maintaining backups of Your Data and Your Modifications.
- e. You must indemnify, defend and hold LAEQ365 and its affiliates, service providers, officers, employees, contractors and customers (**those indemnified**) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees) arising out of or in connection with: your breach of section (5)(c) (minimum age), section (5)(d) (End User consent), and section (8) (Your Data). LAEQ365 agrees to provide: (i) prompt written notice to you of any such claim; (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and (iii) all reasonably necessary cooperation of LAEQ365 at your expense.

9. Integration with Third Party Products

- a. You may choose, in your sole discretion, to integrate the Services with third party products or services (**Third Party Products**). If you choose to use any Third Party Products in connection with the Services, LAEQ365 may provide such third parties access or use of Your Data to the extent required for the interoperation of the Services with the Third Party Product. Your use of any Third Party Product will be subject to the applicable agreement between you and the relevant third party provider. LAEQ365 is not responsible for any access to or use of Your Data by such third party providers. LAEQ365 DISCLAIMS ALL LIABILITY FOR ANY THIRD PARTY PRODUCTS AND FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS OF THIRD PARTY PRODUCTS.
- b. LAEQ365 may provide you with access to connector/s to facilitate the interoperation of our Services with Third Party Products used by you. Your use of such connector/s will be subject to any additional terms that LAEQ365 specifies from time to time. Provided that you promptly notify LAEQ365 in writing of any error in respect of the functioning of connector/s, LAEQ365 will use commercially reasonable endeavours to resolve the error with such connector/s within a reasonable period. You understand and agree that LAEQ365 is not liable or responsible for the functionality, reliability, availability, quality or performance of Third Party Products or the interoperability of such Third Party Products with the Services (a connection with a Third Party Product may become unavailable or no longer function properly as a result of changes made by the third party provider). Any support and maintenance for a Third Party Product will be provided by the relevant third party provider (and not by LAEQ365). To avoid doubt, LAEQ365 is not responsible for any connector/s built by any party other than LAEQ365 or its subcontractors.

10. AI Features

- a. LAEQ365 may provide you with access to features and functionality through the Subscription Services that are powered by third party artificial intelligence systems (**AI Features**).
- b. You are responsible for any text you type in, or images or other content you upload to AI Features (**Input**) as well as the resulting material that is generated (**Output**). You acknowledge and agree that both Input and Output are Your Data. You are responsible for ensuring that your Input and Output complies with this Agreement and our LAEQ365 Policies. You acknowledge and agree that your Input will not include any Personal Information.
- c. You may use your Output for any legally permitted purpose, provided that you comply with this Agreement and accept that any such use is at your own risk. When using your Output, you must let other users of the Output know that the content is AI-generated.
- d. You acknowledge and agree that the Output is generated by artificial intelligence. LAEQ365 has not verified the accuracy of the Output and it does not represent LAEQ365's views. LAEQ365 makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you obtain professional and independent advice before you act on any advice contained in the Output, or rely on the accuracy of the Output.
- e. You acknowledge that any Input you provide, including any Personal Information or commercially sensitive data that you choose to include within that Input, will be shared with third party providers such as OpenAI, LLC. Third party providers may use such Input to improve their services. This includes any Personal Information you choose to include within such Input. You consent to such Personal Information being included in an Input being shared to any such third party providers.
- f. It is prohibited to use AI Features to mislead anyone that the Output is human-generated, provide medical, legal or financial advice, generate legally binding obligations, generate political content, generate source code, generate spam, ransomware or viruses, generate shocking content include profane subjects, generate information to be used for legal purposes or implement fully-automated decision making. In the event your Output is in breach of these terms or otherwise is unlawful, LAEQ365 reserves the right to remove the Outputs, disclose the Output to

law enforcement or government authorities and suspend or otherwise terminate Your Account(s).

- g. LAEQ365 may impose limits on the number of Outputs you can generate using AI Features. You will be notified when you have reached the maximum number of Outputs for your account. Some AI Features are not available in all languages.

11. Confidentiality

- a. In this Agreement, Confidential Information of a party (**Disclosing Party**) means information that is identified as confidential at the time of or shortly after disclosure or would be reasonably known by the other party (**Receiving Party**) to be confidential due to the nature of the information disclosed or the circumstances surrounding its disclosure, including information about the Disclosing Party's business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include information: (i) which is in the public domain (such as Shared Materials) other than through a breach of confidence; (ii).is independently created by, or on behalf of, the Receiving Party without any reference to the Confidential Information and prior to receipt of such Confidential Information; (iii) is rightfully known by the Receiving Party prior to receipt from the Disclosing Party, as evidenced by the Receiving Party's written record; or (iv) is rightfully obtained by the Receiving Party from a third party without breach of a confidentiality obligation.
- b. Receiving Party must keep confidential and not disclose to any third party Confidential Information of the Disclosing Party, with the exception that a Receiving Party may disclose such Confidential Information:
 - i. to:
 - 1. a third party with the prior written consent of the Disclosing Party; and
 - 2. the Receiving Party's, or affiliates or subsidiaries of the Receiving Party's, officers, agents, professional advisers, employees, contractors, subcontractors, auditors and insurers,
 - 3. (**Representatives**) provided that such Representatives are subject to confidentiality obligations no less stringent than under this Agreement in relation to that Confidential Information and have a need to know such Confidential Information; and
 - ii. where the Receiving Party is legally compelled to do so by any government or any governmental, administrative, regulatory, fiscal or judicial body,

department, commission, authority, tribunal, or agency, provided that it first uses commercially reasonable efforts to give the Disclosing Party written notice prior to disclosure if permitted by law and makes only such disclosure as is legally compelled.

- c. Receiving Party must only use Confidential Information of the Disclosing Party for the purpose for which it was disclosed in connection with this Agreement, and shall remain responsible for the compliance of its Representatives to whom Confidential Information has been disclosed with their respective confidentiality obligations.

12. Privacy and Security

- a. LAEQ365 implements appropriate technical and organisational measures to ensure the appropriate security of Your Data, including ensuring that any personal data within Your Data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage. LAEQ365's technical and organisational security measures are described at <https://LAEQ365.com/security/>.
- b. LAEQ365 complies with privacy and data protection laws applicable to the provision of the Services to you under this Agreement. We collect, use, and disclose any personal data we collect from you or your End Users in accordance with the LAEQ365 *Privacy Policy*.
- c. You will comply with all applicable privacy and data protection laws and are responsible for ensuring that you have obtained all individual consents required for LAEQ365 to provide the Services, including from your End Users.
- d. Where (i) the KSA **General Data Protection Regulation** apply to any of Your Data, the terms of LAEQ365's Data Processing Agreement (set out in Appendix 1 and Appendix 2) will apply.
- e. LAEQ365 will use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials (**Malicious Code**) into the Subscription Services. To avoid doubt, LAEQ365 is not responsible for any Malicious Code introduced by you or your End Users.
- f. Other than as expressly noted in this section (12), you acknowledge that:
 - i. the Services have not been designed to meet the requirements of laws or standards that may apply to you in respect of Your Data, including without limitation, the *Health Insurance Portability and Accountability Act 1996*, the *Payment Card Industry Security Standards*, or any other law or

standard applicable to the handling, storage, processing, transfer, security or location of Your Data in any jurisdiction; and

- ii. it is your responsibility to satisfy yourself that your use of the Services will allow you to meet any legal obligations applicable to you in respect of Your Data, and LAEQ365 disclaims all liability for your non-compliance with any such laws or standards arising from your use of the Services.

13. Orders and Subscriptions

- a. To use the Services you must complete an Order by either:
 - i. completing the online order page (**Online Order**) which contains details of:
 - 1. the Services being ordered;
 - 2. the applicable fees (**Fees**);
 - 3. the number of paid End User Accounts that will form part of your organisation in respect of Subscription Services (if applicable);
 - 4. the Subscription Term applicable to any Subscription Services;
 - 5. the applicable billing details, and the currency in which you will be billed; and
 - 6. if applicable, details of any hardware or other products made available by LAEQ365 in the future you wish to order; or
 - ii. execute a paper-based quote, order form or statement of work (**Order Form**) provided by LAEQ365 which sets out the relevant information in section (13)(a).
- b. You may subscribe to the Subscription Services by choosing either a monthly or annual subscription. Your subscription will renew on a monthly or annual basis, as applicable.

14. Billing and Payment

- a. You must pay all Fees for the Services in accordance with the rates, currency and billing cycle or payment milestones set out in the applicable Order(s). Other than where expressly provided for under this Agreement, all Fees are non-refundable, non-cancellable and non-creditable.
- b. For all Orders for the Subscription Services, LAEQ365 will bill you for the applicable recurring Fees in advance. For all Orders for Services (other than Subscription

Services), LAEQ365 may bill you on a “fixed-fee” or “time and materials” basis, as specified in the relevant Order.

- c. You may add End Users or other Services during your Subscription Term by placing a new Order or by adding End Users through functionality provided within the Services. If you add End Users through the Services, we will bill you for the applicable Fees in arrears based on the total number of End Users at the end of the relevant calendar month. Unless otherwise specified in the Order or at the time of the purchase, LAEQ365 will charge you for any additional End Users or Services (including if you exceed any limit on End Users specified in a then-current Order) at the then-current rates, prorated for the remainder of the Subscription Term. You will not receive a refund or credit for removing End Users or Services once they have been added to Your Account(s).
- d. If you elect to pay by credit card or debit card, LAEQ365 will charge you the applicable Fees immediately. If you elect to pay by invoice, you must pay all invoiced Fees within thirty (30) calendar days after the date of invoice.
- e. The Fees payable by you for our Services exclude any duties, customs fees, or taxes (other than LAEQ365’s income tax), including any VAT, GST or other applicable sales tax (**Taxes**). To the extent that such Taxes are applicable, you must pay us such Taxes in addition to the Fees. If you have obtained an exemption for such Taxes, you must provide LAEQ365 with any information LAEQ365 reasonably requests to determine whether LAEQ365 is obliged to collect Taxes from you, including your relevant Tax identification number. You will pay LAEQ365 for the Services without any withholding for Taxes. If you are required to withhold Taxes by law, you will pay such additional amounts as are necessary so that the net amount received by us after such withholding will be equal to the full amount that we would have received if no withholding had been required.

15. Limitation on Liability

- a. Except as expressly stated in this Agreement or required under any applicable law, the Services and any other goods or services provided by LAEQ365 to you are provided on an “as is” basis, and LAEQ365 does not make any representation or warranty (express or implied) in respect of the Services or any other goods or services provided by LAEQ365 to you, including, without limitation, any implied warranty of merchantability, of fitness for a particular purpose, that operation of the Services will be uninterrupted or error free, or that all defects will be corrected.

- b. To the maximum extent permitted by law, in no event will LAEQ365 be liable in connection with this Agreement, whether in contract, tort, equity, statute or otherwise for:
 - i. your misuse of the Services, acts or omissions of your personnel;
 - ii. Service outage or interruption, or any damage or losses, arising from networks or websites outside of LAEQ365's control;
 - iii. any injury, damage to property, or loss to any person in relation to your use of the Services; or
 - iv. subject to section (12), breach of any law applicable to your business activities, including but not limited to any work health and safety or food safety law, in connection with your use of the Services.
- c. To the maximum extent permitted by law, in no event will, whether in contract, tort, equity, statute or otherwise:
 - i. either party be liable in connection with this Agreement for loss of profits, loss of revenue, loss of anticipated savings, loss of use, loss or corruption of data, costs of delay or procurement of substitute or replacement goods and services, business interruption, failure of security mechanisms, loss of goodwill, and any other form of indirect, incidental, special or consequential or punitive damages, even if a party has been advised of the possibility of such damages or if a party's remedy otherwise fails of its essential purpose; or
 - ii. either party's aggregate liability for any claims in connection with this Agreement exceed the total Fees actually paid by you under this Agreement during the twelve month period immediately prior to the event giving rise to the liability.

16. IP Indemnity

- a. Subject to section (16)(c), LAEQ365 will defend you against any third party claim alleging that the Subscription Services infringes any copyright or any patent (a **Claim**), and will indemnify you against any damages and costs finally awarded by a court of competent jurisdiction or any settlement amounts agreed in writing by LAEQ365, provided that you provide LAEQ365:
 - i. prompt written notice of any such claim;

- ii. the exclusive right to control and direct the investigation, defence, or settlement of such claim; and
 - iii. all reasonably necessary cooperation and assistance in the defence and investigation of the Claim at LAEQ365's expense.
- b. In the event of a Claim, LAEQ365 may, in its sole discretion:
 - i. procure the right for your continued use of the Subscription Services in accordance with this Agreement;
 - ii. replace the Subscription Services with a similar service with materially equivalent functionality; or
 - iii. terminate your Order in respect of the Subscription Services affected by the Claim and refund any prepaid, unused Fees in respect of the terminated Subscription Services.
- c. The indemnity obligation in this section (16) will not apply to the extent that any Claim arises:
 - i. in connection with your use of No-Charge Services;
 - ii. as a result of misuse of the Subscription Service or use of the Subscription Service with any third party data (including any Shared Materials), or in combination with any Third Party Products other than that for which the Subscription Services were designed or provided;
 - iii. as a result of modification to the Service made by any party other than LAEQ365 or its subcontractors; or
 - iv. in connection with circumstances covered by your indemnification obligations under section (8)(e).
- d. THIS SECTION (16) CONSTITUTES YOUR EXCLUSIVE RIGHTS AND REMEDIES, AND LAEQ365'S SOLE LIABILITY, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY SUBSCRIPTION SERVICES.

17. Term and Renewal

- a. This Agreement commences on the Commencement Date and expires when all Subscription Terms have expired, and all other Orders have been completed, unless otherwise terminated in accordance with this Agreement (**Term**).

- b. Unless otherwise set out in the relevant Order, each Subscription Term will automatically renew for periods equal to the initial Subscription Term at the then-current rates unless either party elects not to renew the Subscription Term by providing written notice to the other party at least 30 days prior to the expiry of the then-current Subscription Term, in which case your subscription will expire at the end of the then-current Subscription Term.

18. Termination and Suspension

- a. You may terminate Subscription Services at any time by written notice or through the functionality provided by the Subscription Services. If you choose to terminate this Agreement in accordance with this section (18)(a), you will not be entitled to any credits or refunds as a result of such termination.
- b. Either party may terminate this Agreement in whole or part, including any particular Order(s), immediately upon providing notice to the other party if:
 - i. the other party is in material breach of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach; or
 - ii. if the other party ceases to operate, has an administrator appointed, enters a deed of company arrangement or other form of administration involving one or more of its creditors, is subject to an order that it be wound up, declared bankrupt, or that a liquidator or receiver be appointed, or otherwise becomes insolvent or is unable to meet its financial obligations.
- c. LAEQ365 may suspend the Services (including any of Your Accounts) immediately, or terminate this Agreement in whole or part, including any particular Order(s), if:
 - i. you are in material breach of this Agreement more than two times during the Term notwithstanding any cure of such breaches;
 - ii. you have failed to pay any Fees within sixty (60) days after the relevant due date;
 - iii. you infringe LAEQ365's Intellectual Property Rights; or
 - iv. your use of the Services breaches any applicable law or any of the LAEQ365 Policies.
LAEQ365 will notify you of any suspension or termination under section (18)(c) (where practicable).
- d. If LAEQ365 suspends your use of the Services pursuant to its rights under this Agreement:

- i. LAEQ365 will continue to charge you Fees during the suspension period and you must pay any outstanding Fees prior to LAEQ365 resuming the provision of the Services; and
- ii. LAEQ365 will only resume the provision of the Services once you have cured (to LAEQ365's reasonable satisfaction) the matter that caused the suspension.

19. Consequences of Termination

- a. if the Agreement or any Order is terminated:
 - i. by you for LAEQ365's breach, then LAEQ365 will refund any prepaid, unused Fees that relate to the terminated Subscription Services; or
 - ii. by LAEQ365 for your breach, then you must pay to LAEQ365 any and all outstanding Fees due for the remaining duration of any Subscription Term, which will become immediately due and payable upon termination.
- b. Upon the date that this Agreement or any Order expires or is terminated, then you and your End Users must cease all access and use of the Services, and delete LAEQ365's Confidential Information in your possession or control, including any software or other materials that LAEQ365 has provided to you, or made accessible for download by you. Upon our request, you will certify that you have complied with this section (19)(b). You must export Your Data from the Subscription Services before the end of the Subscription Term, as you will not have access to Your Data after expiration or termination of this Agreement. LAEQ365 will delete or destroy Your Data as specified in LAEQ365's Privacy Policy.
- c. The following provisions will survive any termination or expiration of this Agreement: sections (6), (7), (8)(a), (8)(e), (9)(a), (10)(b), (10)(c), (10)(d), (11), (15), (16), (19)(b), this (19)(c) and (21), and any other sections which by intent or meaning have validity beyond termination or expiration of this Agreement.

20. Amendments

LAEQ365 may update or modify the terms of this Agreement from time to time, including the LAEQ365 Policies and any other referenced documents, to respond to changes in LAEQ365's products, services, business or as required by law, by giving notice to you. If an update or modification to the terms of this Agreement materially reduces your rights, you may terminate this Agreement upon providing notice to LAEQ365 within 30 days after the date of LAEQ365's notice to you under this section (20) (with such termination to be effective on the date of your notice or the effective date of the update or modification,

whichever is later), and LAEQ365 will refund any prepaid, unused Fees in respect of any terminated Subscription Services.

21. General

- a. Unless otherwise agreed in your Order, the laws governing this Agreement and the courts exercising exclusive jurisdiction depend on where you are domiciled (as specified at <https://LAEQ365.com/...../>).
- b. If any provision of this Agreement is held to be invalid, illegal, or unenforceable that provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable and the remainder of this Agreement shall be construed in a manner as to give greatest effect to the original intention of this Agreement.
- c. The failure of either party to exercise any right provided in this Agreement in any instance will not be deemed to be a waiver of such right.
- d. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- e. Other than in respect of an obligation to pay any Fee or other amount, neither party will be liable for non-performance or inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, pandemic, riot, labour condition, governmental action, power interruption, telecommunication, data and internet disturbance) that was beyond the party's reasonable control (**Force Majeure Event**).
- f. Your use of any website or software that is not provided by LAEQ365 to access or download the Services will be governed by the terms and conditions applicable to that website or software. LAEQ365 is not responsible for any consequences resulting from the use of such website or software, including but not limited to any damage to your property, including your Device, or the transfer of any computer virus or similar malicious code, except to the extent such consequences are caused by the Service.
- g. Any notices to you may either be posted on our website, via an in-product notification given in writing (which may be by email). Billing-related notices will be sent to the billing contact designated by you. All other notices will be sent to your Admin Account(s). Any notices to LAEQ365, and any questions, concerns or complaints relating to the Services must be in writing and addressed as specified at <https://LAEQ365.com/.....>.

- h. Any dispute, controversy or claim arising out of or relating to this Agreement, or any aspect of the relationship between you and LAEQ365, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury, unless you opt out of this arbitration agreement within 30 days of the first acceptance date of any version of this Agreement (the **Opt Out Deadline**). You may opt out of these arbitration procedures by emailing us at@LAEQ365.com by the Opt Out Deadline and stating that you reject the agreement to arbitrate. Unless you opt out by the Opt Out Deadline, you agree that you and LAEQ365 are each waiving the right to sue in court and to have a trial. The arbitrator shall have the power to rule on any challenge to its own jurisdiction, the arbitrability of any claim, or to the validity or enforceability of any portion of the agreement to arbitrate. The arbitrator shall also have the power to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. You and LAEQ365 agree to arbitrate solely on an individual basis, and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitration shall be administered by Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- i. This Agreement, and any rights granted hereunder, must not be transferred or assigned by either party (**assigning party**) without the prior express written consent of the other party, except to:
- i. a third party participating in a merger with, or acquisition of the assigning party; or
 - ii. an affiliate or subsidiary of the assigning party.
- j. You grant LAEQ365 the right to identify you as a customer and to use your logo across LAEQ365's marketing materials, including our website. You may notify us that you do not wish to be identified as a customer or for us to use your logo, by contacting us at brand@LAEQ365.io.
- k. This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement. To avoid doubt, resellers of the Services are not

authorised to modify the terms of this Agreement or make any representations, undertakings or other legally binding commitments on behalf of LAEQ365.

- l. You represent that neither you nor any of your End Users are on any KSA. government denied-party list, and that you will not permit any End User to access or use any service in a KSA. embargoed country or region.
- m. If this Agreement is translated into any language other than English, the English text will govern unless expressly stated otherwise in the translation.

Appendix 1 (Data Processing Agreement)

General

The provisions of this Appendix form part of this Agreement to the extent that section (12)(d) of the General Terms applies.

Terms of Data Processing

1. Where LAEQ365 acts as processor of personal data on your behalf, LAEQ365 shall:
 - a. process personal data only on your reasonable documented instructions unless required to do so by law; in such a case, LAEQ365 shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. You acknowledge and agree that your final and completion instructions regarding the processing of Customer Personal Data are set out in this Agreement. Any additional or alternate instructions must be agreed in writing by the parties (and LAEQ365 will be entitled to charge a reasonable fee to cover any costs incurred in complying with them);
 - b. ensure that persons authorised to process the personal data on our behalf have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
 - c. implement appropriate technical and organisational security measures to ensure a level of security for the personal data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data. The measures that we consider appropriate are more described at <https://LAEQ365.com/.....>;
 - d. not engage another processor without your prior specific or general written authorisation. A list of sub-processors currently engaged by LAEQ365 and authorised by you is published at <https://LAEQ365.com/...../>. You must subscribe to receive notice of updates to the list of sub-processors by entering your details in the form at <https://LAEQ365.com/...../>. You may notify us in writing of any objections to new sub-processors (provided the objection is based on reasonable grounds relating to data protection). If we receive such an objection, the parties will discuss such objections in

good faith and LAEQ365 will use its reasonable commercial endeavours to resolve any such objection. If the parties are not able to resolve the objection, you may terminate the affected Services by providing 30 days written notice to LAEQ365. We shall impose obligations on any processor that we appoint on your behalf that are equivalent to the terms set out in this Appendix 2. We shall remain liable for the performance of these processors;

- e. taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the KSA Data Protection Laws and any assistance provided by us to you in to respond to requests from: (i) data subjects to exercise their rights under Data Protection Laws; or (ii) regulatory authorities, shall be at your cost on a time and materials basis;
- f. at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies save that LAEQ365 shall be entitled to retain Customer Personal Data where required by Data Protection Law or another applicable law, including any KSA law to which the processor is subject, or where such data is required for LAEQ365's internal record keeping or where it is necessary for use in any legal proceedings; You must notify us of Personal Data that you wish to have returned or deleted within 30 days following the effective date of termination; and
- g. make available to the controller all information reasonably necessary to demonstrate compliance with the obligations laid down in KSA Data Protection Laws and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controller's cost). Any assistance provided by us to you to demonstrate compliance with Data Protection Laws shall be provided at your cost. The timing, scope and duration of any audit shall be mutually agreed by the parties. You shall not be entitled to carry out audits more than once in any 12 month period, other than where a data security incident has taken place, you shall be entitled to carry out an additional audit within 30 days of LAEQ365 notifying you of such security incident. You shall ensure that any third party auditor appointed by you is (i) not a competitor of LAEQ365; and (ii) is committed to appropriate confidentiality obligations. You

and/or any third-party auditor shall comply with LAEQ365's standard policies and procedures when accessing LAEQ365's premises or systems.

EU International Transfers

2. With respect to any EU International Transfers, LAEQ365 acting on its own behalf and as agent for each LAEQ365 affiliate and you acting on your own behalf and as

agent for each of your affiliates, hereby enter into the EU Standard Contractual Clauses incorporating: (i) the general clauses (*Clauses 1-6*); (ii) Modules One (*Transfer Controller to Controller*), Two (*Transfer Controller to Processor*), and Four (*Transfer Processor to Controller*) as applicable and the relevant options as specified in the table set out in this section 3 of this Appendix 2; and (iii) with the Annexes populated as set out below:

- Annex I of the EU Standard Contractual Clauses shall be pre-populated with the details set out in section 4 of this Appendix 2; and
- Annex II of the EU Standard Contractual Clauses: LAEQ365's technical and organisational measures are described at <https://LAEQ365.com/security/>
 - a. The EU Standard Contractual Clauses shall come into effect upon commencement of an EU International Transfer.
 - b. Prior to the commencement of any EU International Transfer to or from a sub-processor, LAEQ365 will use its reasonable endeavours to enter into the EU Standard Contractual Clauses with such sub-processor, incorporating the general Clauses (*Clauses 1-6*) and Module 3 (*Transfer Processor to Processor*).

EU Standard Contractual Clauses: Modules and options

3. For the purposes of section 2 of Appendix, the parties agree that the following Modules and Options of the EU Standard Contractual Clauses shall be deemed to be incorporated:

Clause 7 (<i>Docking clause</i>)	Clause 7 shall not be incorporated.
Clause 8 (<i>Data protection safeguards</i>)	Modules One, Two and Four.
Clause 9 (<i>Use of sub-processors</i>)	Module Two, Option 2, and the specific time period shall be as set out in section 2 of this Appendix 2.
Clause 10 (<i>Data subject rights</i>)	Modules One, Two and Four.
Clause 11 (<i>Redress</i>)	Module One and Two, and the Option in Clause 11(a) shall not be incorporated.
Clause 12 (<i>Liability</i>)	Modules One, Two and Four.
Clause 13 (<i>Supervision</i>)	Module One and Two, incorporating all paragraphs of Clause 13(a) as applicable.

Clause 14 (*Local laws and practices affecting compliance with the Clauses*)

Modules One, Two and Four.

Clause 15 (*Obligations of the data importer in case of access by public authorities*)

Modules One, Two and Four.

Clause 16 (*Non-compliance with the Clauses and termination*)

For Clause 16(d) the relevant parts for Modules One, Two and Four.

Clause 17 (*Governing law*)

Modules One and Two, Options 1 and 2 as applicable and the law inserted shall be the laws of the EU Member State in which the data exporter is established, save that where such laws do not allow for third-party beneficiary rights; or (ii) the data exporter is not established in an EU Member State, the law inserted shall be the laws of the country stated in the law clause of the Agreement, save that where such law does not allow for third-party beneficiary rights, the law inserted shall be the laws of Ireland.

Clause 18 (*Choice of forum and jurisdiction*)

Modules One and Two and the courts inserted shall be the courts in the Member State referred to in Clause 17 (*Governing law*); and
Module Four and the country inserted shall be the country stated to have jurisdiction in the Agreement, save that where the laws of that country do not allow for third-party beneficiary rights, the country inserted shall be the law of Ireland.

Details of data processing

4. For the purposes of section 2 of this Appendix 2, the parties agree that Annex I of the EU Standard Contractual Clauses shall be pre-populated with the following details:

List of parties Data Exporter:

Name: the person or entity agreeing to these terms.

Address: as set out in your Order Form/s.

Contact person's name, position and contact details: as set out in your Order Form/s.

Activities relevant to the data transferred under these Clauses: as set out in the Agreement.

Role (controller/processor): controller.

Data importer(s):

Name: LAEQ365.

Address: as set out in your Order Form/s.

Contact person's name, position and contact details: [as specified at https://LAEQ365.com/legal/LAEQ365-group/](https://LAEQ365.com/legal/LAEQ365-group/).

Activities relevant to the data transferred under these Clauses: as set out in the Agreement.

Role (controller/processor): controller and/or processor, as applicable.

Description of transfer

Categories of data subjects whose personal data is transferred: the data subjects may include customers, employees, suppliers and end-users as further set out in the relevant Privacy Policy, available here: <https://LAEQ365.com/legal/privacy-policy/>.

Categories of personal data transferred: Customer Personal Data as further set out in the relevant Privacy Policy, available here: <https://LAEQ365.com/legal/privacy-policy/>.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that take into consideration the nature of the data and the risks involved, such as for instance strict limitation, access restrictions (including access only for staff having followed special training), keeping a record of access to the data, restrictions for onward transfers or other security measures: no sensitive data shall be transferred by the data exporter to the data importer as per the Agreement including without limitation and where relevant LAEQ365's technical and organisational security measures are described at <https://LAEQ365.com/security/>.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): continuous unless otherwise specified in the Agreement.

Nature of the processing: data hosting, storage and such other services as are described in the Agreement.

Purpose(s) of the data transfer and further processing: the purpose of the data processing is the provision of the Services under the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the measures to determine that period: personal data will be retained until such time as you notify LAEQ365 that you would like the personal data returned to you or deleted in accordance with the Agreement.

For transfers to (sub-) processors, also specify the subject matter, nature and duration of the processing:

- subject matter of the processing is the processing of Customer Personal Data in connection with the performance of the Agreement;
- nature of processing is as described in the Agreement; and
- the duration of the processing is determined by you, subject to the other provisions of the Agreement.

Competent supervisory authority	The competent supervisory authority in the EU Member State in which the data exporter is established, and, in the event that the data exporter is not established in an EU Member State, the data exporter's principal establishment, or, if no principal establishment, the supervisory authority of Ireland.
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UK International Transfers

5. With respect to any UK International Transfers, you acting on your own behalf and as agent for each of your affiliates (each as “data exporter”) and LAEQ365 acting on its own behalf and as agent for each LAEQ365 affiliate (each as “data importer”) hereby enter into the UK Addendum in respect of any UK International Transfer from you or your affiliate to LAEQ365 or a LAEQ365 affiliate.
6. The UK Addendum shall come into effect upon commencement of a UK International Transfer.
7. Prior to the commencement of any UK International Transfer to or from a sub-processor, LAEQ365 will use its reasonable endeavours to enter into the EU Standard Contractual Clauses and the UK Addendum with such sub-processor, incorporating the general Clauses (*Clauses 1 – 6*) and Module 3 (*Transfer Processor to Processor*).

California Data Protection Laws

8. Where LAEQ365 acts as service provider and processes personal information of California residents on your behalf pursuant to the California Data Protection Laws, LAEQ365 shall process Customer Personal Data for the purpose of providing the Services to you.
9. LAEQ365 agrees that it shall not: (i) sell or share Customer Personal Data; (ii) retain, use, or disclose Customer Personal Data for any purpose, including a commercial purpose, other than for the business purposes specified in this Agreement; (iii) retain, use, or disclose Customer Personal Data outside of the business relationship between LAEQ365 and you; or (iv) combine personal information with Customer Personal Data that LAEQ365 receives from or on behalf of another person or

collects from its own interaction with data subject, unless, for (ii), (iii), or (iv) above, as otherwise permitted of a service provider by California.

Product and Services Modules

A. LAEQ365 Product Module

1. General

The terms of this LAEQ365 Product Module apply to the Subscription Services.

2. Subscription Services

LAEQ365 will make Subscription Services available to you on Devices owned or controlled by you or your End Users during the Subscription Term.

3. Service Level Agreement

LAEQ365's Core Services will have 99.9% availability in any calendar month, excluding Excluded Downtime (**LAEQ365 SLA**). **Core Services** means that part of the Subscription Services used to conduct inspections, flag issues, assign actions, generate reports, communicate with other End Users within your organisation, manage assets, train End Users, and view analytics, but does not include any other features (such as integrations, sensors or lone worker). **Excluded Downtime** means time that the Services are not available to you or your End Users because of (i) Force Majeure Events or other factors outside LAEQ365's reasonable control, including internet connections; (ii) your equipment (including your Devices), software, network connections or other infrastructure; (iii) Your Data or Your Modifications; (iv) Shared Materials; (v) Third Party Products; (vi) routine scheduled maintenance or reasonable emergency maintenance; or (vii) your use of the Services in a manner not authorised in the Agreement. LAEQ365 will use its commercially reasonable endeavours to notify you of any downtime, including in respect of any required maintenance. You can subscribe for notifications for status updates at <https://status.LAEQ365.com/>. Subject to your compliance with this section 3 of this LAEQ365 Product Module, you may be entitled to the following remedies for breach of the LAEQ365 SLA:

- i. an extension to your Subscription Term applicable to the Core Services; or
- ii. service credits of an equivalent pro-rated value to the extension of the Subscription Term in the form of a monetary credit to a monthly-billing account,
as described in the table below (**Service Credits**). Service Credits may not be exchanged for, or converted to, monetary amounts, and are capped at fifteen days of Core Services in any calendar month.

Monthly Uptime Percentage**Service Credits**

(Days of extension to the Subscription Term / pro-rated credit equivalent)

< 99.9% – >= 99.0%

3

< 99.0% – >= 95.0%

7

< 95.0%

15

- a. To claim Service Credits, you must notify LAEQ365 within thirty (30) days from the end of the calendar month in which you claim LAEQ365 failed to meet the LAEQ365 SLA. Failure to comply with this requirement will forfeit your right to receive the Service Credits. The notification must include the dates and times the Core Services were unavailable for your End Users.
- b. The LAEQ365 SLA does not apply to: (i) No-Charge Services; (ii) any Services that are not branded “LAEQ365” or “EdApp”, including services branded “Sheqsy”; or (iii) non-production environments, such as staging and testing environments.
- c. THIS LAEQ365 SLA STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY LAEQ365 TO MEET THE LAEQ365 SLA.

4. Disclaimer

You acknowledge and agree that:

- a. you are using the Subscription Service at your own risk;
- b. the Subscription Service is not a substitute for professional advice; and
- c. you are solely responsible for the use of the Subscription Service and agree that any safety audits, training courses or incidents conducted using the Service are only part of establishing a safe system of work, which would typically require you to undertake additional and comprehensive gap analysis and risk assessments along with specific safe work method statements and safety training.