



MASTER SUBSCRIPTION AGREEMENT

Psychosocial Risk · Protection · Well-being

Version 1.0 — December 2025 **Governing Law:** Queensland, Australia

1. Introduction and Agreement Structure

This Master Subscription Agreement (**MSA**) governs the provision and use of the hosted software platform, analytics, modules, tools, content and related services provided by Mibowork Pty Ltd (ABN 68 640 006 980) (**Mibowork**) to the customer identified in an applicable Order Form (**Customer**). This MSA forms part of every Order Form executed by the parties, and the Order Form incorporates this MSA by reference. If there is any inconsistency between an Order Form and this MSA, the Order Form prevails. By executing an Order Form, clicking “I agree”, accessing the Services or permitting any Authorised User to access the Services, the Customer agrees to be bound by this MSA from the commencement date stated in the Order Form.

2. Definitions

“**Aggregated Data**” means data resulting from the aggregation or combination of Customer Data with other data so that the outcome does not identify the Customer or any individual and cannot reasonably be linked back to the Customer or any individual.

“**Authorised Users**” means the individuals authorised by the Customer to access and use the Services on its behalf.

“**Customer Data**” means all data, content, materials, survey responses, wellbeing or psychosocial information, employee information, configuration settings, files, inputs, uploads or any other information submitted to, generated through or processed by the Services for the Customer.

“**De-Identified Data**” means Customer Data from which personal identifiers have been removed and that cannot reasonably be re-identified.

“**Documentation**” means any instructions, manuals, user guides, specifications or materials supplied by Mibowork regarding the Services.

“**Order Form**” means an ordering document executed by the parties specifying the Services, pricing, Subscription Term and commercial terms.

“**Professional Services**” means any implementation, onboarding, configuration, consulting, training, custom survey development or integration work provided under an Order Form or written statement of work.

“**Services**” means the Mibowork Platform, hosted cloud software, modules, analytics, reporting tools, dashboards, content and any related support or Professional Services.

“**Subscription Term**” means the period set out in the Order Form during which the Customer is authorised to access the Services.

“**Third-Party Services**” means any third-party software, services or systems integrated with the Mibowork Platform.

3. Ownership, Licence and Use of the Services

Mibowork retains all right, title and interest in and to the Services, including all intellectual property rights in its software, analytics engines, algorithms, models, templates, workflows, dashboards, content, documentation and all related technology. Nothing in this MSA transfers any intellectual property rights in the Services to the Customer.

Subject to compliance with this MSA and payment of applicable fees, Mibowork grants the Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Term for its internal business purposes only. Mibowork reserves all rights not expressly granted.

Mibowork may monitor the Customer's use of the Services for security, performance, licensing and compliance purposes. The Customer must not sublicense, rent, resell, transfer or otherwise make the Services available to any third party except to Authorised Users.

The Customer must ensure that all access and use of the Services comply with applicable laws, including privacy and employment laws.

3A. Prohibited Uses

The Customer must not use the Services, or permit any Authorised User to use the Services, in any manner that is unlawful, fraudulent, harmful, negligent or inconsistent with this MSA. The Customer must not attempt to gain unauthorised access to the Services or related systems; circumvent or disable security controls; reverse engineer, decompile or copy the Services; develop or train a competing product using the Services; introduce viruses or harmful code; interfere with performance; conduct penetration or load testing without written approval; use automated tools such as scraping or harvesting tools; upload unlawful or infringing content; misrepresent insights produced by the Services; or share access credentials with unauthorised persons.

Any breach of this clause constitutes a material breach of this MSA.

3B. Suspension of Access

Mibowork may suspend or restrict access to the Services where it reasonably believes that the Customer has breached this MSA, poses a security or operational risk, is using the Services unlawfully, has failed to pay fees, or is acting in a manner likely to harm Mibowork or other customers. Mibowork will endeavour to notify the Customer where practicable and will restore access once the issue has been resolved.

Suspension does not relieve the Customer of its payment obligations.

4. Availability and Service Levels

Mibowork will use commercially reasonable efforts to make the Services available in accordance with industry standards for SaaS platforms. The Customer acknowledges that the Services may be unavailable due to maintenance windows, outages affecting third-party providers, telecommunications failures, or events outside Mibowork's reasonable control.

Mibowork may schedule routine maintenance and will endeavour to provide notice for any material downtime. Mibowork does not guarantee uninterrupted availability and does not provide service credits under this MSA unless expressly stated in an Order Form.

6. Beta Features and Experimental Tools

Mibowork may make beta, early-access or experimental features available (**Beta Features**). Beta Features may be incomplete, contain errors or be withdrawn at any time. Beta Features are provided “as is” without warranties or support, and Mibowork disclaims all liability associated with their use. The Customer uses Beta Features at its own risk and must not rely on them for production use.

7. Professional Services, Scoping and Change Orders

Where Professional Services are provided, their scope, deliverables, assumptions, fees and timeframes will be set out in an Order Form or statement of work. Delivery of Professional Services depends on the Customer providing timely access, information, decisions and approvals.

If requirements change, delays occur or additional work is required, Mibowork may issue a change order and charge additional fees. Professional Services do not include custom software development or modifications to the Mibowork Platform unless expressly agreed in writing.

8. Customer Responsibilities

The Customer is responsible for ensuring that its systems, network, devices, browsers and internet connectivity meet the requirements communicated by Mibowork. The Customer must maintain accurate account information, manage Authorised Users appropriately, and ensure compliance with workplace and privacy obligations relating to the collection of employee data through the Services. The Customer must notify Mibowork promptly of any unauthorised access or suspected security incident.

9. Data Protection, Security and Privacy

Customer Data remains the property of the Customer. This MSA does not transfer ownership of Customer Data to Mibowork. The Customer grants Mibowork a non-exclusive licence to collect, process, store, transmit, modify and use Customer Data as necessary to provide, maintain, support, secure and improve the Services.

Mibowork may generate Aggregated Data and De-Identified Data, and Mibowork owns all rights, title and interest in such data. Mibowork may use Aggregated Data and De-Identified Data to improve the Services, train analytics models, create benchmarks, develop new features, monitor performance and conduct research, provided the data cannot reasonably identify the Customer or any individual.

Mibowork will implement safeguards designed to protect Customer Data consistent with industry standards and Australian privacy laws. Each party must comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the Notifiable Data Breach scheme.

If an Eligible Data Breach occurs or is suspected, Mibowork will notify the Customer promptly and provide information necessary for compliance. Mibowork will not notify individuals or regulators without the Customer’s consent unless required by law.

10. Data Transfer and Storage Location

Customer Data may be hosted or processed in Australia or other regions as advised by Mibowork. Mibowork will ensure that any overseas processing complies with Australian privacy requirements. Mibowork may change its hosting providers or data locations provided the level of protection is not materially reduced.

11. Background IP and Foreground IP

Each party retains ownership of its pre-existing intellectual property (**Background IP**). Any configurations, materials or deliverables created specifically by Mibowork for the Customer during Professional Services (**Foreground IP**) are owned by Mibowork unless expressly agreed otherwise in writing. Mibowork grants the Customer a licence to use Foreground IP solely for its internal business purposes in connection with the Services during the Subscription Term.

12. Intellectual Property in the Services and Outputs

Mibowork retains all intellectual property rights in the Services, algorithms, models, scoring frameworks, risk methodologies, dashboards, analytics, insights and all derived or system-generated content. The Customer receives a licence to access and use such content during the Subscription Term for internal business purposes only.

The Customer must not commercialise, publish or externally distribute any analytic outputs except with Mibowork's written consent.

13. Publicity Rights

Mibowork may identify the Customer as a customer and may use the Customer's name and logo in marketing materials, proposals and case studies unless the Customer withdraws consent by written notice. Mibowork will not disclose Customer Data, survey results or sensitive organisational information without written permission.

14. Fees and Payment

The Customer must pay the fees set out in the Order Form. Fees are payable in advance unless otherwise stated and are non-refundable except where required by law. If fees are not paid by the due date, Mibowork may charge interest and suspend access to the Services.

Mibowork may increase fees on renewal by up to five percent per year unless another amount is specified in the Order Form.

15. Warranties and Disclaimers

Mibowork warrants that it has the legal right to provide the Services and that the Services will operate substantially in accordance with the Documentation. Except as expressly stated, the Services are provided "as is" and Mibowork disclaims all implied warranties, including warranties of accuracy, fitness for purpose and uninterrupted availability.

Insights, analytics and wellbeing or psychosocial indicators produced by the Services do not constitute professional, medical, legal or clinical advice.

16. Indemnities

Mibowork will indemnify the Customer against claims that the Services infringe third-party intellectual property rights, provided the Customer promptly notifies Mibowork and allows Mibowork to control the defence.

The Customer indemnifies Mibowork against claims arising from misuse of the Services, unlawful or unauthorised provision of Customer Data, or breach of this MSA.

17. Limitation of Liability

Neither party is liable for indirect, consequential, incidental or punitive losses, including loss of profits, revenue or data. Mibowork's total liability for all claims arising in any twelve-month period is limited to the fees paid by the Customer in that period. This limitation does not apply to fraud, wilful misconduct, gross negligence, breach of confidentiality or Mibowork's indemnity obligations.

18. Data Return and Deletion

Upon expiry or termination, the Customer may export Customer Data for thirty days. After that period, Mibowork may delete Customer Data except where retention is required by law. Mibowork may retain Aggregated Data and De-Identified Data generated prior to termination. If requested, Mibowork will provide written confirmation of deletion.

19. Term, Renewal and Termination

This MSA continues while any Order Form is active. Each Order Form automatically renews unless either party gives at least thirty days' notice of non-renewal. Either party may terminate this MSA or an Order Form for material breach if the breach is not remedied within thirty days of notice.

There is no termination for convenience unless expressly stated in the Order Form. Termination does not affect accrued rights.

20. Compliance with Laws

Each party must comply with all applicable laws relating to this MSA, including privacy, cybercrime, employment, workplace safety, anti-bribery and data protection laws.

21. Non-Solicitation

For twelve months after termination, neither party may solicit for employment any employee of the other party involved in delivering or managing the Services, except where the person responds to a general advertisement.

22. Audit and Monitoring

Mibowork may monitor usage for licensing, compliance, performance and security purposes. Mibowork may request reasonable evidence of compliance, and the Customer must provide such evidence within a reasonable time.

23. Force Majeure

Neither party is liable for delays or failure to perform due to events beyond reasonable control, including natural disasters, pandemics, war, telecommunications failures or government actions.

24. Assignment

The Customer may not assign or transfer its rights under this MSA without Mibowork's written consent. Mibowork may assign this MSA to an affiliate or successor entity.

25. Subcontractors

Mibowork may engage subcontractors to assist with delivering the Services. Mibowork remains responsible for subcontractor performance.

26. Updates to this MSA

Mibowork may update this MSA from time to time. Updates take effect at the next renewal term and will not materially reduce the Customer's rights during the current term.

27. Governing Law and Jurisdiction

This MSA is governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Brisbane, Queensland.