

## Terms of Service: Xakia Connect

Welcome to Xakia Connect, a cloud-based, software-as-a-service platform that allows You to manage engagements and communications with Your clients who use Xakia's proprietary in-house matter management platform (the **Xakia Platform**). These Terms of Service set out our obligations as the provider of Xakia Connect and Your obligations as a Subscriber or User (as applicable). Please read them carefully.

The Agreement between us in relation to Xakia Connect is binding from the time You access the Subscriber Account, or, if earlier, the date You accept the first Order Form relating to of Xakia Connect.

### 1. Agreement components

The **Agreement** between You and Xakia in relation to Xakia Connect is made up of these Terms of Service, the Privacy Policies for each Data Location Users have access to, any DPA and any Order Forms.

### 2. Subscription Services

2.1 The **Subscription Services** are made up of:

- (a) **Free Access Services**, being the services available in the Subscriber Account that are not Paid Access Services; and
- (b) Paid Access Services if You have subscribed for any.

2.2 You may subscribe for Paid Access Services by:

- (a) a User enabling them in the administration area of the Subscriber Account; or
- (b) accepting an Order Form for them.

2.3 Xakia may designate that Free Access Services will become Paid Access Services by giving You 30 days' advance notice. After that, those services will cease to be available in the Subscriber Account unless You subscribe for them as Paid Access Services.

### 3. Use of Xakia Connect

3.1 Subject to the Agreement, You may use the Subscription Services available in the Subscriber Account for the Subscriber's own business purposes during each Service Period.

3.2 You may permit Users to use the Subscriber Account on the Subscriber's behalf. You are responsible for provisioning and managing Users' accounts, for Your Users' actions through the Subscriber Account and for their compliance with the Agreement. You must ensure that Users keep their login credentials confidential and promptly notify Xakia if they are compromised.

### 4. Data Locations

4.1 The Subscriber Account may have one or multiple Data Locations available, as You determine. You may give Users access to any of the Data Locations You determine to have available.

4.2 Users entering or uploading Subscriber Data may store that data in any of the Data Locations they are given access to.

4.3 Available Data Locations are: Australia, Canada, the Netherlands, the United Kingdom and the United States of America.

4.4 You are solely responsible for determining whether the Data Locations available are suitable for You, the Data Locations You make available in the Subscriber Account and the access You provide Users to those Data Locations.

4.5 If You make more than one Data Location available, one of those Data Locations will be designated as Your **Main Data Location** for administrative and billing purposes. Your Main Data Location is displayed in the administration area of the Subscriber Account. Xakia may change Your Main Data Location by giving You 30 days' advance notice.

### 5. Data

5.1 Subject to the Agreement, Xakia will access and use Subscriber Data solely to provide Subscription Services and maintain the Subscriber Account. This includes sharing Subscriber Data as directed by You through Xakia Connect, but Xakia will not otherwise disclose Subscriber Data to third parties except as permitted in the Agreement.

5.2 Xakia will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Subscriber Data.

5.3 Xakia may collect usage and content data and use it to operate, improve and support Xakia's products and services and for other lawful business purposes, including benchmarking and reports. However, Xakia will not disclose this data externally unless it is:

- (a) de-identified so that it does not identify Users or any natural person; and
- (b) aggregated with data of other subscribers.

5.4 To the extent Xakia processes any Personal Information as part of the Subscriber Data, the Subscriber may request that Xakia (or its Affiliate)

enter into a data processing agreement with it (or its Affiliate) (a **DPA**) at any time using the following link:

[DPA Request](#)

If a DPA is required by Law, the terms of the DPA set out at the above link are incorporated into this Agreement by reference.

- 5.5 During a Service Period, the Subscriber may export certain Subscriber Data at any time using the functionality available within the Subscriber Account.
- 5.6 Xakia will retain the Subscriber Data for 30 days following the termination of the Agreement. After that time, the Subscriber Data will be permanently deleted.
- 5.7 At any time before the end of the 30 day period referred to in Section 5.5, the Subscriber may request that Xakia provide it with Subscriber Data, in which case, Xakia will provide a quote to provide that data.

## **6. Support and Service**

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- 6.1 Xakia will provide support for Xakia Connect consistent with industry standards and its general business practices.
- 6.2 If You require technical support please check Xakia's [Knowledge Base](#). If You still require support, please email [Xakia Support](#).
- 6.3 Xakia will use commercially reasonable efforts to make Xakia Connect available for the Subscribers' use 99.9% of the time in each month.
- 6.4 Xakia will maintain ISO/IEC 27001:2013 certification for each Service Period.

## **7. Warranties**

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- 7.1 Each party represents and warrants that:
  - (a) it has the legal power and authority to enter into the Agreement;
  - (b) it will comply with all laws that apply to its performance under the Agreement; and
  - (c) it will use industry-standard measures to avoid introducing Viruses into Xakia Connect.
- 7.2 Xakia warrants that:
  - (a) any Paid Access Services will perform materially as described and that it will not materially decrease the overall functionality of those services during any Service Period;
  - (b) any Professional Services will be provided in a professional and workmanlike manner.
- 7.3 You represent and warrant that:
  - (a) You have the legal power and authority to enter into the Agreement on the Subscriber's behalf; and
  - (b) You have all rights necessary to use Subscriber Data with Xakia Connect and grant Xakia the rights to Subscriber Data specified in the

Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, You are responsible for the content and accuracy of Subscriber Data.

- 7.4 Except as expressly set out in the Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. Xakia's warranties in this Section 7 do not apply to issues arising from Third-Party Platforms or misuse or unauthorized modifications of Xakia Connect. These disclaimers apply to the full extent permitted by Law.

## **8. Usage rules**

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- 8.1 You will not submit Sensitive Data to Xakia Connect and acknowledge that Xakia Connect is not designed for (and Xakia has no liability for) handling Sensitive Data.
- 8.2 You will not and will not permit anyone else to:
  - (a) sell, sublicense, distribute or rent Xakia Connect (in whole or part), grant non-Users access to Xakia Connect or use Xakia Connect to provide a hosted or managed service to others;
  - (b) reverse engineer, decompile or seek to access the source code of Xakia Connect, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Xakia;
  - (c) copy, modify, create derivative works of or remove proprietary notices from Xakia Connect;
  - (d) conduct security or vulnerability tests of Xakia Connect, interfere with its operation or circumvent its access restrictions; or
  - (e) use Xakia Connect to develop a competing product or service.

## **9. Data exchange with Xakia Platform Subscribers**

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- 9.1 You may use Xakia Connect to exchange data with Xakia Platform Subscribers. You acknowledge that:
  - (a) when you make data accessible to a Xakia Platform Subscriber via Xakia Connect, You are transferring that data to that Xakia Platform Subscriber; and
  - (b) that when a Xakia Platform Subscriber makes data accessible to You in the Subscriber Account, that Xakia Platform Subscriber is transferring that data to You.
- 9.2 It is your responsibility to have arrangements in place with Xakia Platform Subscribers to govern the use, transmission of, and ownership of, data exchanged between You and Xakia Platform Subscribers in accordance with all applicable laws.

## **10. Third-Party Platforms**

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You may choose to enable integrations or exchange Subscriber Data with Third-Party Platforms. Your use of a Third-Party Platform is governed by your agreement with the relevant provider. Xakia is not responsible for Third-Party Platforms or how their providers use Subscriber Data.

## 11. Professional Services

- 11.1 Xakia will perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Subscriber will give Xakia timely access to those materials and resources of the Subscriber that are reasonably needed to be accessed by Xakia for Professional Services, and Xakia will use those materials and resources only for purposes of providing Professional Services. You may use code or other deliverables that Xakia furnishes as part of Professional Services only in connection with Your use of Xakia Connect under this Agreement.

## 12. Paid Access Service Fees

- 12.1 Your right to access and use any Paid Access Services is subject to You paying the fees applicable to those Paid Access Services each Service Period (**Paid Access Service Fees**).
- 12.2 Any Paid Access Service Fees are set out on the Website or in Xakia Connect, are determined by Your Main Data Location and are payable in advance.
- 12.3 Xakia may change the Paid Access Service Fees at any time by giving You 30 days' advance notice.
- 12.4 An Order Form may specify that:
- (a) Your Service Period; and/or
  - (b) the Paid Access Service Fees,
- for any Paid Access Services are different to what is specified in these Terms of Service for a period specified in the Order Form. In that case, the Order Form will apply for that period, after which these Terms of Service will apply again.

## 13. Professional Services Fees

- 13.1 The fees payable for any Professional Services to be provided by Xakia to the Subscriber are set out in the relevant Order Form or Statement of Work (**Professional Services Fees**).
- 13.2 Unless otherwise specified in the Order Form or Statement of Work, half the Professional Services Fees are payable on acceptance of the Order Form and half are payable on completion.

## 14. Payment

- 14.1 You must pay any Paid Access Service Fees or Professional Service Fees within 30 days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-

refundable except as expressly set out in the Agreement.

- 14.2 Paid Access Services Fees and Professional Services Fees must be paid in full to Xakia's specified account clear of any service fees or charges, which are at Your cost.
- 14.3 You are responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to the Paid Access Service Fees or Professional Services Fees, whether domestic or foreign. Fees and expenses are exclusive of taxes.

## 15. Suspension

Xakia may suspend Your access to Xakia Connect and related services if:

- (a) Your account is 30 days or more overdue;
- (b) You are in breach of Section 7.3(b) or 8;
- (c) Your use of Xakia Connect risks material harm to Xakia Connect, the Xakia Platform or others.

## 16. Term and termination

- 16.1 Each **Service Period** will last for one calendar month. Each Service Period will renew for successive periods unless either the Subscriber or Xakia notifies the other of non-renewal at least 30 days in advance.
- 16.2 A party may terminate the Agreement if the other party:
- (a) fails to cure a material breach within 30 days after notice;
  - (b) ceases operation without a successor; or
  - (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.
- 16.3 Your right to use Xakia Connect will cease upon any termination or expiration of the Agreement.
- 16.4 The following Sections survive the expiration or termination of the Agreement: 5.3, 5.6, 5.7, 7.4, 8, 14, 16.4, 17 to 20, 23 and 24.

## 17. Intellectual Property

No party grants any other any rights or licenses not expressly set out in the Agreement. Except for Xakia's express rights in the Agreement, the Subscriber retains all intellectual property and other rights in Subscriber Data. Except for the Subscriber's express rights in the Agreement, as between the parties, Xakia and its licensors retain all intellectual property in Xakia Connect, the Subscription Services, the Xakia Platform and related Xakia technology.

## 18. Limitations of Liability

- 18.1 Each party's entire liability arising out of or related to the Agreement will not exceed the amounts paid or payable by the Subscriber under the Agreement in the 12 months immediately preceding the first incident giving rise to liability (**General Cap**).
- 18.2 For all breaches of Section 5.2 or breaches of any DPA by Xakia Section 18.1 does not apply and instead Xakia's entire liability for such breaches will not exceed three times the General Cap.
- 18.3 No party will have any liability arising out of or related to the Agreement for indirect, special, incidental, or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed for their possibility in advance.
- 18.4 Sections 18.1 to 18.3 do not apply to Uncapped Claims.

## 19. Indemnification

- 19.1 Xakia, at its own cost, will defend the Subscriber from and against any third-party claim that Xakia Connect, when used by the Subscriber as authorized in the Agreement, infringes or misappropriates a third-party's intellectual property rights and will indemnify and hold harmless the Subscriber from and against any damages or costs awarded against it (including reasonable attorneys' fees) or agreed in settlement by Xakia resulting from such claims.
- 19.2 You, at Your own cost, will defend Xakia from and against any third-party claim arising:
- (a) from a breach by the Subscriber or any of its Users of Sections 7.3(b) or 8; or
  - (b) in connection with the transmission of, ownership of, or rights to, data exchanged as described in Sections 9 (except to the extent such claim arises from a breach of the Agreement by Xakia),
- and will indemnify and hold harmless Xakia from and against any damages or costs awarded against it (including reasonable attorneys' fees) or agreed in settlement by You resulting from such claims.
- 19.3 The indemnifying party's obligations in this Section 19 are subject to receiving from the indemnified party:
- (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay);
  - (b) the exclusive right to control the claim's investigation, defense and settlement; and
  - (c) reasonable cooperation at the indemnifying party's expense.
- The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of Xakia Connect when Xakia is the

indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

- 19.4 In response to an infringement or misappropriation claim, if required by settlement or injunction or as Xakia determines necessary to avoid material liability, Xakia may:
- (a) procure rights for Your continued use of Xakia Connect;
  - (b) replace or modify the allegedly infringing portion of Xakia Connect to avoid infringement, without reducing Xakia Connect's overall functionality; or
  - (c) terminate the Agreement and refund to the Subscriber any pre-paid, unused fees for any terminated portion of the Service Period.
- 19.5 Xakia's obligations in this Section 19 do not apply to claims resulting from modification or unauthorized use of Xakia Connect, use of Xakia Connect in combination with items not provided by Xakia, including Third-Party Platforms or Xakia software other than the most recent release, if Xakia made available (at no additional charge) a newer release that would avoid infringement.
- 19.6 This Section 19 sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 19.

## 20. Confidentiality

- 20.1 As recipient, each party will:
- (a) use Confidential Information only to fulfill its obligations and exercise its rights under the Agreement;
  - (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in the Agreement; and
  - (c) protect Confidential Information using at least the same precautions the recipient uses for its own similar information and no less than a reasonable standard of care.
- 20.2 The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Xakia, the subcontractors referenced in Section 23.6), provided it remains responsible for their compliance with this Section 20 and they are bound to confidentiality obligations no less protective than this Section 20.
- 20.3 These confidentiality obligations do not apply to information that the recipient can document:
- (a) is or becomes public knowledge through no fault of the recipient;

- (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser;
  - (c) it rightfully received from a third-party without confidentiality restrictions; or
  - (d) it independently developed without using or referencing Confidential Information.
- 20.4 Breach of this Section 20 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.
- 20.5 The recipient may disclose Confidential Information (including Subscriber Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

## 21. Trials and Betas

Xakia may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Your internal evaluation during the period designated by Xakia (or if not designated, 14 days). Either party may terminate Your use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. Notwithstanding anything else in the Agreement, Xakia offers no warranty, indemnity, or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$1,000.

## 22. Changes to Terms of Service

- 22.1 Xakia may need to change these Terms of Service from time to time. If Xakia does change them, Xakia will notify the Subscriber via email and post the revised Terms of Service on Xakia Connect and/or the Website at least 30 days before the changes take effect. Your continued use of Xakia Connect will be taken as acceptance of any changes to the Terms of Service.
- 22.2 If the Subscriber does not wish to accept any updated Terms of Service, it may terminate the Agreement pursuant to Section 16.1, in which case:
- (a) the Terms of Service in effect prior to the change will remain in effect until the termination of the Agreement; and
  - (b) Xakia will refund to the Subscriber any pre-paid, unused fees for any terminated portion of the Service Period.

## 23. General

- 23.1 No party may assign the Agreement without the prior consent of the others, except that a party may assign the Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or

substantially all of its assets or voting securities. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

- 23.2 The Governing Law governs the Agreement and any action arising out of or relating to it, without reference to conflict of law rules. The parties submit to the exclusive jurisdiction of the Courts for all disputes arising out of or in connection with the Agreement.
- 23.3 Except as set out in the Agreement, notices, requests and approvals under the Agreement must be in writing to:
- (a) in the case of Xakia, [legal@xakiatech.com](mailto:legal@xakiatech.com);
  - (b) in the case of You, to the email address used by You to gain access to Xakia Connect; and
  - (c) in the case of the Subscriber, to the email address of any of its Users who have privileged (administrative) access to the Subscriber Account.

Notices sent by email are deemed received 24 hours after they are sent. Xakia may also send operational notices through Xakia Connect.

- 23.4 The Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In the Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation.
- 23.5 Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of the Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of the Agreement remains in effect.
- 23.6 Xakia may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Xakia remains responsible for their compliance with the Agreement and for its overall performance under the Agreement. This does not limit any additional terms for subprocessors under a DPA.
- 23.7 The parties are independent contractors, not agents, partners or joint venturers.
- 23.8 There are no third-party beneficiaries to the Agreement.
- 23.9 Each party:
- (a) will comply with all export and import Laws in performing the Agreement; and
  - (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country.

You will not submit to Xakia Connect any data controlled under the U.S. International Traffic in Arms Regulations.

- 23.10 To the extent applicable, Xakia Connect is “commercial computer software” or a “commercial item” for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of Xakia Connect is governed solely by the terms of the Agreement, and all other use is prohibited.

## 24. Definitions

In these Terms of Service the following terms have the following meanings:

<b>Affiliates</b>	an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.
<b>Agreement</b>	see Section 1.
<b>Confidential Information</b>	information disclosed by or on behalf of one party (as discloser) to another party (as recipient) under the Agreement, in any form, which the discloser identifies to the recipient as “confidential” or “proprietary” or which should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Xakia's Confidential Information includes technical and performance information about Xakia Connect and the Subscriber's Confidential Information includes Subscriber Data.
<b>Courts</b>	<ul style="list-style-type: none"> <li>• if Your Main Data Location is Australia, the courts of the State of Victoria;</li> <li>• if Your Main Data Location is Canada or the United States, the federal and state courts of Newcastle County, Delaware; or</li> <li>• if Your Main Data Location is Netherlands or the United Kingdom, the courts of England.</li> </ul>
<b>Data Location</b>	a location where Subscriber Data entered or uploaded by a User is received and stored.
<b>DPA</b>	see Section 5.4.
<b>Free Access Services</b>	see Section 2.1(a).
<b>General Cap</b>	see Section 18.1.
<b>Governing Law</b>	<ul style="list-style-type: none"> <li>• if Your Main Data Location is Australia, the laws of Victoria;</li> </ul>

	<ul style="list-style-type: none"> <li>• if Your Main Data Location is Canada or the United States, the laws of the State of Delaware; or</li> <li>• if Your Main Data Location is Netherlands or the United Kingdom, the laws of England &amp; Wales.</li> </ul>
<b>Laws</b>	all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.
<b>Main Data Location</b>	see Section 4.5.
<b>Order Form</b>	any order form(s) accepted by the Subscriber in connection with Xakia Connect from time to time. An Order Form is accepted if: <ul style="list-style-type: none"> <li>• the Order Form is signed or accepted in writing on behalf of the Subscriber;</li> <li>• a User accesses any Paid Access Services set out in the Order Form; or</li> <li>• Xakia commences performing services set out in the Order Form.</li> </ul>
<b>Paid Access Services</b>	services made available in Xakia Connect which Xakia designates are only accessible on payment of Paid Access Service Fees.
<b>Paid Access Service Fees</b>	the fee(s) payable for Paid Access Services for each Billing Period.
<b>Personal Information</b>	information relating to an identified or identifiable natural person.
<b>Privacy Policy</b>	Xakia's privacy policy from time to time for each Data Location. Xakia's current Privacy Policies are available at the following links: <ul style="list-style-type: none"> <li>• <a href="#">Australia</a></li> <li>• <a href="#">Canada</a></li> <li>• <a href="#">the Netherlands</a></li> <li>• <a href="#">the United Kingdom</a></li> <li>• <a href="#">the United States of America</a></li> </ul>
<b>Professional Services</b>	onboarding, training, migration, integration or other professional services that Xakia provides the Subscriber in connection with Xakia Connect.
<b>Professional Services Fees</b>	see Section 13.1.
<b>Sensitive Data</b>	<ul style="list-style-type: none"> <li>• patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented;</li> <li>• credit, debit, bank account or other financial account numbers;</li> </ul>



	<ul style="list-style-type: none"> <li>social security numbers, driver's license numbers or other government ID numbers; and</li> <li>special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation.</li> </ul>
<b>Service Period</b>	see Section 16.1.
<b>Statement of Work</b>	a statement of work for Professional Services agreed between Xakia and the Subscriber.
<b>Subscriber</b>	the entity or organization on whose behalf a User registers to use Xakia Connect or on whose behalf and Order Form is accepted.
<b>Subscriber Account</b>	the Subscriber's instance of Xakia Connect.
<b>Subscriber Data</b>	any data inputted, or documents uploaded, by You, any User or with Your authority, into the Subscriber Account including from Third-Party Platforms.
<b>Subscription Services</b>	see Section 2.1.
<b>Third-Party Platform</b>	any product, add-on or platform not provided by Xakia that You use with Xakia Connect.
<b>Trials and Betas</b>	access to Xakia Connect (or any of its features) on a trial, beta or early access basis or access to any Paid Access Services on a free basis.
<b>Uncapped Claims</b>	<ul style="list-style-type: none"> <li>the indemnifying party's obligations under Section 19;</li> <li>either of Xakia's or the Subscriber's infringement or misappropriation of the other party's intellectual property rights;</li> <li>any breach of Section 20, excluding breaches related to Subscriber Data; and</li> </ul>

	<ul style="list-style-type: none"> <li>liabilities that cannot be limited by Law.</li> </ul>
<b>User</b>	anyone You allow to use the Subscriber Account. Users may include employees, advisors and contractors of the Subscriber and its Affiliates and others as specified in an Order Form.
<b>Virus</b>	viruses, malicious code or similar harmful materials.
<b>Website</b>	www.xakiatech.com.
<b>Xakia</b>	<ul style="list-style-type: none"> <li>if Your Main Data Location is Australia, Xakia Technologies (Aust) Pty Ltd ABN 73 659 548 366;</li> <li>if Your Main Data Location is Canada or the United States, Xakia Technologies, Inc.; or</li> <li>if Your Main Data Location is Netherlands or the United Kingdom, Xakia Technologies (UK) Limited, company no. 14081690.</li> </ul> <p>If Your Main Data Location changes during the term of the Agreement, then, where relevant and notwithstanding Section 23.1, the Agreement is transferred between the relevant entities listed above.</p>
<b>Xakia Connect</b>	Xakia's proprietary cloud service marketed under the name "Xakia Connect" and as modified from time to time. Xakia Connect does not include professional services deliverables, Third-Party Platforms or the Xakia Platform.
<b>Xakia Platform</b>	see the introductory paragraph of these Terms of Service.
<b>Xakia Platform Subscriber</b>	a person who has access to an instance of the Xakia Platform.
<b>You</b>	the Subscriber or a User, as the context requires.