SAAS GENERAL TERMS AND CONDITIONS

1.   **Agreement and Parties**

1.1   These General Terms and Conditions (**GTC**) for Software as a Service ("**SaaS**")services (the "**Services**") provided by TrustPortal Solutions Ltd ("**Supplier**") govern the performance of the Services including the implementation thereof.

1.2   The Agreement regarding the Services consists of these GTC (ii) the Order Form; (iii) any Appendices mentioned in the Order Form or these GTC; and (iv) any applicable service/product descriptions referred to within the aforesaid documents, including the SaaS Description (collectively referred to as the "**Agreement**"). In the event of conflict between the provisions of each document, the following order of priority shall prevail: (i) the Order Form; (ii) the GTC; and (iii) the Appendices.

1.3   The Agreement is entered into between the Customer and the Supplier. The Supplier may agree to provide SaaS access to the Customer's Group (as set out in the Order Form).

2.   **Definitions**

2.1   "**ABC-Laws**" shall mean the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the anti-bribery laws of any territory in which the Supplier provides Services to the Customer, in each case as amended and applicable from time to time, as if such laws applied to them.

2.2   "**Accept**" or "**Acceptance**" means passing the Acceptance Test.

2.3   "**Acceptance Test**" shall mean the tests performed to verify that the Services and the Implementation Result meet the the Agreed Specification

2.4   "**Acceptance Test Period**" shall mean a period of thirty (30) days, or the time frame set out in the Order Form, during which Customer can perform Acceptance Test.

2.5   "**Affiliate**" shall mean all legal entities, which at the date of the Agreement;

    (a)   as to the customer ("**Customer Affiliate**"):

        i.   directly or indirectly control Customer; or

        ii.   are controlled directly or indirectly by Customer or by any entity under a (i) above.

    (b)   as to the supplier side ("**Supplier Affiliate**"):

        i.   directly or indirectly control the Supplier; or

        ii.   are controlled directly or indirectly by the Supplier or by any entity under b(i) above.

Control shall be deemed to exist through direct or indirect ownership of more than fifty (50) per cent of the nominal value of the issued equity share capital or of more than fifty (50) per cent of the shares entitling the holders to vote for the election of directors or persons performing similar functions or right by any other means to elect or appoint directors or persons who collectively can exercise such control.

2.6   "**Agreed Start Day**" shall mean the day specified in the Order Form, when the Implementation shall be completed and Customer shall have had the opportunity to carry out Acceptance Test according to the Implementation Plan during the Acceptance Test Period. Any postponement of such date must be explicitly agreed in accordance with the Contract Change Procedure.

2.7   "**Agreed Specification**" shall mean that the Services are delivered in accordance with all the material requirements specified in the Documentation

2.8   "**Agreement**" shall have the meaning set out in clause 1.2

2.9   "**Appendix**" shall mean a contractual document (as amended from time to time) expressly referenced in and attached to the Agreement.

2.10 "**Authorised Users**" shall mean those employees, agents and independent contractors of the Customer and Customer Affiliates who are authorised by the Customer to use the Services and the Documentation.

2.11 "**Confidential Information**" shall mean:

(a) the existence, contents, terms and conditions of the Agreement; and

(b) any information of any nature whether oral, written or in electronic form disclosed to a Party by the other Party, the other Party's Affiliates or other third parties under the responsibility of or otherwise on behalf of such Party and whether by act or omission and irrespective of the form of communication and irrespective of whether such information is retained in the form in which it was provided to the other Party or is contained or reflected in notes or other documents prepared by the recipient, and shall for the avoidance of doubt always include any and all Customer Data.

2.12 "**Contract Change Procedure**" shall mean the governance processes to agree on changes to the Agreement as set out in Order Form.

2.13 "**Core Software**" shall mean the software used by the Supplier to provide the Services to its customers.

2.14 "**Customer**" shall mean the entity named in the Order Form

2.15 "**Customer Data**" shall mean any and all information related to employees, customers, contractors or other business partners of the Customer or any other information related to the business of or operations in the Customer in whatever form or manner received, acquired, maintained or otherwise processed by the Supplier, by Supplier Affiliates or by other third party under the responsibility of or otherwise on behalf of the Supplier under this Agreement, and irrespective of whether the Supplier, Supplier Affiliate or other third party has been instructed to collect or maintain such information or not as well as any Confidential Information belonging to the Customer Group.

2.16 "**Customer Enhancement**" shall mean changes, amendments, enhancements, new functionality or other Software developed or delivered on the request or instructions of the Customer Group or paid for by the Customer Group and which are directly related to or is a derivative from the Core Software, but not incorporated as standard functionality into the Core Software.

2.17 "**Customer Group**" shall mean Customer and its Affilates at the date of this Agreement.

2.18 "**Customer Pre-existing IPR**" shall mean documentation, information and material of the Customer Group that are pre-existing as of the signing of the Agreement or are created independently from the Agreement and all developments, modifications, changes, updates or other enhancements thereto.

2.19 "**Data Privacy Legislation**" means: the Data Protection Act 2018, the UK GDPR, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) together with: (i) any guidance, directions, decisions, determinations, codes of practice, orders, notices or demands issued by any supervisory authority or other competent authority; (ii) any other applicable data privacy or data protection laws; and (iii) any associated binding judgments of any competent tribunal, regulatory body or court of law, each as applicable and as amended, supplemented, substituted or replaced form time to time.

2.20 **"Documentation"** shall mean the description of the TrustPortal functionality in the TrustPortal Wiki and the SaaS Description.

2.21 "**Error**" shall mean any deviation from the Agreed Specification.

2.22 **"Excusing Cause"** shall mean, by way of example, the following incorrect information provided by Customer to Supplier: (i) incorrect sizing information (number of concurrent users/channel connections/third party connections; (ii) incorrect specification of PCs and browsers; (iii) incorrect setup of network and VPN connectivity; (iv) incorrect setup of single sign-on connectivity; (v) incorrect setup of APIs for Supplier to connect to; (vi) incorrect

setup of monitoring services for Supplier to send information to; and (vii) unsupported RPA types/versions.

2.23 "**Force Majeure Event**" shall mean an event which:

 (a)   hinders the performance of a Party's obligations (the Non-performing Party);

 (b)   is caused, directly or indirectly, by an event beyond the reasonable control of the Non-performing Party; and

 (c)   could not have been prevented by commercially reasonable precautions, alternative sources, workaround plans, or other means.

For the avoidance of doubt, lock outs or other labour disputes under the control of the Non-performing Party are not considered as Force Majeure Events.

2.24 "**Governance Structure**" means agreed structure for governance of this Agreement based on the Order Form

2.25 "**GTC**" shall mean this document containing TrustPortal Solutions General Terms and Conditions for Services.

2.26 "**Implementation**" shall mean the implementation of the Services carried out by Supplier in accordance with the Implementation Plan

2.27 "**Implementation Plan**" shall mean the detailed plan governing the Implementation.

2.28 "**Implementation Result**" shall mean the result of the Implementation.

2.29 "**Intellectual Property Rights**" or "**IPR**" shall mean all present and future rights, title and interest whatsoever, whether legal or beneficial and anywhere in the world; in copyright, in any registered designs, un-registered design rights, trade marks (whether registered), goodwill, rights or protections equivalent or similar to copyright (including all moral rights), chips topography rights, patents, database rights, know-how, trade secrets, and other intellectual property rights.

2.30 "**Open Source Software**" shall mean a software program in which the source code is available to the general public for use and/or modification from its original design free of charge and which is included in the SaaS Service;

2.31 "**Order Form**" means the form signed by both Parties which incorporates these GTC;

2.32 "**Party"** shall mean Customer or Supplier (as the case may be).

2.33 "**Parties**" shall mean Customer and Supplier collectively.

2.34 **"Personal Data**" shall mean personal data as defined in the applicable Data Privacy Legislation.

2.35 "**Result**" shall mean any and all documentation, information, reports, statistics, material and all developments, modifications, changes, updates or other enhancements which are developed or produced for Customer Group under the Agreement or paid specifically by Customer Group and excluding material being categorised as Supplier Software or Supplier Pre-existing IPR.

2.36 "**SaaS Description**" means the Supplier's detailed description of the Services' functionality.

2.37 "**Services**" shall mean the subscription services provided by the Supplier to the Customer under this agreement, as more particularly described in the Documentation.

2.38 "**Software**" shall mean the online software applications provided by the Supplier which is required to install and use the Service (TP Agent).

2.39 "**Sub-contractor**" shall mean any third party retained by the Supplier to provide Services as set forth in the Agreement.

2.40 "**Supplier Code of Conduct**" shall mean the set of rules and principles as decided by Customer from time to time governing the delivery from suppliers in general, including the Supplier.

2.41 "**Supplier**" shall mean TrustPortal Solutions Limited.

2.42 "**Supplier Pre-existing IPR**" shall mean documentation, information and material of the Supplier Group that are pre-existing as of the signing of the Agreement or are created independently from the Agreement and all developments, modifications, changes, updates or other enhancements thereto. An Implementation Result must be specified in the Agreement in order to be considered as Pre-existing IPR. For the avoidance of doubt, Pre-existing IPR excludes the Software and Documentation; which is divided into Core Software, Customer Enhancements, Third Party Software and Open Source Software.

2.43 "**Term**" shall mean the subscription term which is set out in the Order Form.

2.44 "**Third Party Software**" shall mean Software to which title and interest belongs to a third party and which have been specified as Third Party Software in the Order Form.

2.45 **"Virus"**: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3. **Supplier's obligations and warranties**

3.1 The Supplier shall fulfil its obligations under the Agreement and is responsible, subject to clause 3.8, for the Services and the Implementation Result meeting the Agreed Specification in all material respects.

3.2 The Supplier shall comply with all applicable law in delivering the Services to the Customer.

3.3 Supplier and Sub-contractors shall observe and comply with all Customer policies, procedures and guidelines which are specifically identified in the Order Form. If such procedures or guidelines are amended or new rules are provided (compared to the procedures and guidelines referred to in the Agreement or otherwise known to the Supplier when entering into the Agreement) and if adherence to such amended or new procedures and guidelines increases the Supplier's costs to provide the Services more than insignificantly, the Customer shall reasonably remunerate the Supplier on a required resources basis for such cost increases; subject, however, to prior approval by Customer in accordance with the Contract Change Procedure

3.4 The Supplier shall use commercially reasonable endeavours to make the Services available in accordance with the Service Levels which are set out in the Order Form.

3.5 The Supplier shall with use of skilled and appropriate resources to fix Errors within the timeframes set out in the Order Form, provided that the Customer complies with the support procedures (as set out in the Order Form).

3.6 The Supplier will not be responsible for fixing Errors which are caused by:

(a) Customer's modifications to the Services that are not approved by Supplier;

(b) incorrect or incomplete information provided by the Customer to the Supplier for the provision of the Services, provided that such failure to deliver correct or complete information is considered an Excusing Cause

3.7 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

3.8 The Supplier shall not be liable for failure to perform (or any delay in performing) its obligations if, and then only to the extent that, the failure or delay is the result of a breach of the Customer performing any of its obligations explicitly agreed under the Agreement.

3.9 The Supplier does not warrant that:

3.10 the Customer's use of the Services will be uninterrupted or error-free; or

(a)   that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

(b)   the Software or the Services will be free from Viruses, provided that the Supplier will use the most up to date commercially available Virus checking software to regularly scan the Software and Services

3.11   The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.   Customer Obligations

4.1   The Customer shall pay the agreed charges for the Services within the timeframes set out in the Order Form.

4.2   The Customer shall:

(a)   provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b)   without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c)   carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this Agreement;

(e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g)   be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.3   The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

4.4   The Supplier shall comply with all ABC Laws. In relation to ABC Laws,

(a)   it will maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the ABC Laws and will enforce them where appropriate;

(b)   it will promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Agreement; and

(c) it has, and will continue to have throughout the Term, full right, title and authority to enter into this Agreement and to grant the rights, accept and perform the obligations imposed on it under this Agreement.

5. User Subscriptions

5.1 The Supplier hereby grants to the Customer a non-exclusive, sub-licensable right to permit the Customer's Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.

5.2 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User subscriptions it has purchased from time to time;

(b) it shall permit the Supplier or the Supplier's designated auditor to audit the use or resale of the Services Each such audit may be conducted no more than once per year, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

5.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

5.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(b) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(c) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(d) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(e) introduce or permit the introduction of, any Virus into the Supplier's network and information systems.

5.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

6. **Implementation and Acceptance Testing**

6.1 The Customer shall perform Acceptance Tests within the Acceptance Test Period.

6.2 Supplier shall inform Customer if the Services do not pass the Acceptance Tests, with reasonable detail on the reasons for non-Acceptance, and Supplier shall use reasonable efforts to correct the non-comformance issues and return to Customer for re-testing.

6.3 If Customer has not Accepted the Services within the Acceptance Test Period, the Services shall be deemed to have been Accepted.

7. **Service Levels**

7.1 The Service Levels are described in the Order Form.

8. **Governance and change procedure**

8.1 The Parties shall co-operate with each other in accordance with the agreed Governance Structure as defined in the Order Form. Each Party is responsible for the management and co-ordination of their own personnel.

8.2 In addition to any reporting regime agreed between the Parties, the Parties will, in order to monitor the total relationship between Customer and Supplier meet regularly, provide reporting and use processes in accordance with the Governance Structure under the Agreement.

8.3 The Parties shall appoint contact persons for the Agreement. Replacement of a contact person by a Party shall be notified in writing to the other Party.

9. **Charges and payment**

9.1 Customer shall adhere to the payment terms set out in the Order Form.

10. **Intellectual property rights**

10.1 *Customer Data and Customer Pre-existing IPR*

All Intellectual Proprietary Rights in relation to Customer Data and all Customer Pre-existing IPR and other material provided by Customer to the Supplier or processed by the Supplier shall remain the exclusive property of the Customer, or the third party licensors of Customer, as applicable, and no such rights shall be transferred to the Supplier or to any other   party.

In particular, all rights, title and interest in and to Customer Data and Customer Pre-existing IPR shall remain solely vested in Customer irrespective of whether the Supplier or other third party have collected or maintained such Customer Data or Customer Pre-existing IPR at request or at their own initiative. The Supplier shall only use Customer Data, Customer Pre-existing IPR and other Customer supplied material for the purposes for which it was provided or came into its possession and only to the extent necessary to carry out its obligations under the Agreement.

10.2 *Licence*
The Supplier grants to the Customer a non-exclusive and worldwide licence to use the Services including any Software licensed as part of the Services and as set out in this Agreement. Customer is entitled to use Services and the Core Software for the intended use of the Customer in accordance with and within the scope of the Services agreed in the Agreement.

In addition to the rights provided for by applicable law, Customer shall also have the right to develop software interfaces between the Services and/or Core Software and any other Software owned or licensed by Customer. All Intellectual Property Rights to any such interfacing software shall be vested in and be the exclusive property of the relevant entity of the Customer.

10.3   *Customer Enhancement*

The Supplier grants to Customer a perpetual, non-exclusive and worldwide license to use Customer Enhancement. Customer is entitled to use Customer Enhancement without restrictions regarding the numbers of users or operating environment, system, hardware or similar restrictions. Customer shall also have the right to make changes and enhancements to Customer Enhancement and develop Software that interfaces Customer Enhancement to other Software owned or licensed by Customer. All Intellectual Property Rights to any such interfacing software shall be vested in and be the exclusive property of the relevant entity of the Customer. The Customer may copy Customer Enhancement to the extent necessary due to the users' location, the number of users, backup and security.

The Customer shall not without the Supplier's prior approval reverse engineer, decompile or disassemble the Core Software or Customer Enhancement (except to the extent applicable law permits such activity).

11.   Indemnities

11.1   The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a)   the Customer is given prompt notice of any such claim;

(b)   the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c)   the Customer is given sole authority to defend or settle the claim.

11.2   The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom, EU or USA patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a)   the Supplier is given prompt notice of any such claim;

(b)   the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c)   the Supplier is given sole authority to defend or settle the claim.

11.3   In the defence or settlement of any claim, the Supplier may, at its option, procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer.

11.4   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

	(c)	the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this Agreement:

	(a)	the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
	(b)	all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
	(c)	the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in this Agreement excludes the liability of the Supplier:

	(a)	for death or personal injury caused by the Supplier's negligence; or
	(b)	for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2

	(a)	the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
	(b)	each Party's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the lower of (i) the Fees paid for the Service in the previous 12 months: and (ii) £1,000,000.

12.4 Nothing in this agreement excludes the liability of the Customer for (i) payment of Fees which are rightfully due; and (ii) any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

13. Force majeure

13.1 Neither Party shall be liable for any loss incurred by the other Party, to the extent that the loss is caused by a Force Majeure Event, however, only to the extent that the Non-performing Party has used all reasonable endeavours to remove, avoid or overcome such Force Majeure Event without undue delay. In the event that a Party is prevented from performing its obligations as a consequence of a Force Majeure Event, the performance may be postponed until such time as the impediment no longer exists or can reasonably be overcome. The Party suffering from the above circumstances shall immediately inform the other Party of such circumstances and estimate how long the Party reasonably expects the postponement to last.

13.2 Termination due to Force Majeure Event is regulated in clause 18.4

14. **Insurance**

The Supplier shall procure and maintain an insurance under which the Supplier shall have liability insurance to cover possible damage claims from Customer within the liability of the Supplier as set out in clause 12 above. Upon the Customer's request, Supplier shall provide the Customer with appropriate documents in order to confirm the existence of appropriate liability insurance.

15. **Confidentiality and publicity**

15.1   The Parties agree to:

(a)   to hold the Confidential Information in strict confidence and not, without the prior written approval of the Party disclosing the Confidential Information, to disclose any part of it to any persons other than those directly concerned with the Agreement and whose knowledge of such Confidential Information is essential for fulfilling obligations thereunder. The Party receiving the Confidential Information from the disclosing Party shall ensure that those persons comply with the obligations imposed on the receiving Party under this clause 15;

(b)   to have in effect and maintain adequate technical and organisational security measures to safeguard the Confidential Information from unauthorised access, disclosure, use and/or misappropriation;

(c)   not, without the disclosing Party's prior written approval, to use the Confidential Information for any purposes other than in their dealings with each other;

(d)   to promptly inform the disclosing Party if the receiving Party becomes aware that the obligations under this clause 15are compromised;

(e)   to provide the disclosing Party with prompt notice if the receiving Party or anyone to whom the receiving Party has disclosed the Confidential Information becomes legally compelled to disclose any of the Confidential Information, so that the disclosing Party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the duty of confidentiality shall be waived to the extent necessary to comply with the law; and

(f)   that the obligations under this clause 15shall apply for the term of the Agreement and a period of five (5) years from expiration or termination thereof.

15.2   The receiving Party shall ensure that Sub-contractors and such other entities to which Confidential Information may be disclosed subject to this clause 15 prior to such disclosure, are bound by undertakings corresponding to the obligations of confidentiality in this clause 15. However, such individual undertaking shall not limit the receiving Party's own liability hereunder.

Exceptions

15.3   Confidential Information shall not include any information

(a)   which is within the public domain at the time of disclosure or later becomes part of the public domain through no breach of the Agreement by the receiving Party;

(b)   which can be shown to have been independently developed by the receiving Party without any reference to any Confidential Information of the disclosing Party; or

(c)   the use or disclosure of which has been authorized in writing by the disclosing Party prior to the intended use or disclosure of such confidential information.

15.4 The obligations of confidentiality in this clause 15 shall not prevent either Customer or Supplier from disclosing such Confidential Information where it is required to do so under any mandatory law, or by order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority or by the rules of any recognised stock exchange. If legally possible and applicable, the recipient of such order shall notify the other Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make efforts to protect any sensitive information. Furthermore, obligations of confidentiality in this clause 15 shall not prevent the Customer from disclosing such Confidential Information to its Affiliates or to discuss and inform other suppliers of the existence of the Agreement. Customer may also disclose Confidential Information to external advisors such as auditors, lawyers, IT experts, security experts and other similar experts subject to reasonable confidentiality undertaking by such external advisor.

Use of trademarks etc.

15.5 The Supplier will have the right to use the Customer's trademarks, service marks, trade names, logos or other signs or identification symbols or to otherwise make a public announcement or other publications, advertising or business campaigns or to refer to the Agreement without the prior written approval of the Customer.

Return or destruction

15.6 At the request and sole discretion of the disclosing Party, the receiving Party shall, within fourteen (14) calendar days from receipt of such request, purge from its system and return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and hardware provided to the receiving Party as Confidential Information or, to the extent not possible or where the disclosing Party so requests, certify destruction of the same. For the avoidance of doubt, this shall not limit any IPR granted to Customer.

16. Personal Data protection

16.1 The Parties agree to comply with their respective obligations under the Data Processing Annex.

17. Term

The Agreement shall enter into force at the signing of the Order Form will continue to be valid as specified in the Order Form.

18. Termination and post-termination activities

18.1 Termination by a Party shall be made in writing and sent to the other Party in accordance with clause 24.

18.2 *Termination due to material breach*

Either Party is entitled to terminate the Agreement in whole or in part, if the the other Party commits a material breach of any of its obligation(s) under the Agreement and does not remedy such breach within thirty (30) calendar days of receiving a written notice requesting remedy of the breach.

18.3 *Termination due to insolvency events*

Either Party is entitled to terminate the Agreement with immediate effect if any of the following events occurs:

(a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);

(b) the other Party begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters

into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

(e) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the other party;

(f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party;

(h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.3 (a) to (h) inclusive;

(j) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

(k) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy

Termination due to Force Majeure

18.4 Either Party is entitled to terminate the Agreement, in whole or in part, without being obligated to compensate the other Party, if the other Party fails to perform any material obligations under the Agreement for a period of one (1) month due to a Force Majeure Event.

General rules

18.5 Upon termination or expiry of the Agreement, the Parties shall agree to the conditions pursuant to which the Supplier shall cease to provide the Services (including agreement on a transition period as required from time to time).

18.6 On termination or expiry of this Agreement, each party shall promptly:

(a) return to the other Party all equipment, materials and property belonging to the other party that the other Party in connection with the supply and purchase of the Products under this Agreement;

(b) return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information; and

(c) erase all the other Party's Confidential Information from its computer systems (to the extent possible).

19. **Assignment**

19.1 The Customer may not assign its rights or obligations under this Agreement without the prior approval of the Supplier.

20. **Waiver**

No failure or delay on the part of the Parties in exercising any right or remedy under the Agreement, or in enforcing its terms and conditions, shall operate as a waiver; nor will any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of the Agreement may be waived except in writing signed by the Party granting such waiver.

21. **Entire agreement**

The Agreement, including the Annexes thereto, constitutes the full and entire understanding and agreement between the Parties with regard to the subject hereof and replaces and supersedes all prior oral or written communications or understandings.

22. **Amendments**

Any changes to the Agreement shall be made in writing and signed by authorized representatives of the Parties and be made in accordance with the Contract Change Procedure.

23. **Severability**

If any portion of the Agreement is held to be unenforceable or invalid, the unenforceable or invalid portion shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intent of the Parties, and the remainder of the provisions of the Agreement shall remain in full force and effect.

24. **Third Party Rights**

Unless otherwise set out in this Agreement, a person who is not a Party tothis Agreement has no right to directly enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. **Notices**

25.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its office address;or

(b) sent by email to the address specified in the Order Form.

25.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other]next working day delivery service, at 9.00 am on the Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 25.2(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

26. **Governing law and disputes**

26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. **Surviving sections**

The Parties rights and obligations under clauses 10 (Intellectual Property Rights); 11 (Indemnities); 12 (Limitation of Liability), 15 (Confidentiality; 16 (Personal Data Protection); 18.6 (Post-termination); 19 (Assignment) and 26 (Governing law) shall survive the expiration, termination or cancellation of the Agreement.

26.1

Data Processing Annex

1.   Introduction

1.1   This Data Processing Annex forms part of the Agreement entered into between Supplier and the Customer and is subject to its terms and conditions

1.2   Definitions for capitalised terms used in this Data Processing Schedule are set out in paragraph 5.

2.   Compliance with Data Privacy Legislation

2.1   Each Party shall comply with the Data Privacy Legislation as it applies to personal data processed under this Agreement. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Privacy Legislation.

3.   Data processing

3.1   The Customer and Supplier acknowledge that Supplier will perform certain processing activities on behalf of Customer.

3.2   In respect of such processing activities, Supplier is the processor and the Customer is the controller.

3.3   The Customer shall be responsible for establishing and maintaining the lawful basis for the processing of personal data under this Agreement and shall notify the Supplier in writing on request, of the applicable lawful basis for processing.

3.4   In respect of the personal data processed by Supplier as a data processor acting on behalf of the Customer under this Agreement, the Supplier shall:

(1)   only process the personal data in accordance with the Customer's written instructions from time to time, unless such processing is required by any law to which Supplier is subject, in which case, Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before carrying out the processing;

(2)   process the personal data only to the extent, and in such a manner, as is necessary for the purposes of carrying out its obligations under this Agreement;

(3)   ensure that persons engaged in the processing of personal data are bound by appropriate confidentiality obligations;

(4)   keep a written record of all processing activities which it carries out;

(5)   implement and have in place appropriate technical and organisational measures to protect against unauthorised, unlawful or accidental processing, including accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, such measures in each case to be appropriate to the likelihood and severity of harm to data subjects that might result from the unauthorised, unlawful or accidental processing, having regard to the state of technological development and the cost of implementing any measures.

(6)   comply promptly with any lawful request from the Customer requesting access to, copies of, or the amendment, transfer or deletion of the personal data to the extent

the same is necessary to allow the Customer to fulfil its own obligations under the Data Privacy Legislation, including the Customer's obligations arising in respect of a request from a data subject;

(7)   notify the Customer within two (2) Business Days if it receives any complaint, notice or communication (whether from a data subject, competent supervisory authority or otherwise) relating to the processing, the personal data or either Party's compliance with the Data Privacy Legislation as it relates to this Agreement and provide the Customer with reasonable co-operation, information and other assistance in relation to any such complaint, notice or communication;

(8)   notify the Customer promptly and at least within two (2) Business Days if, in its opinion, an instruction from the Customer infringes any Data Privacy Legislation (provided always that the Customer acknowledges that it remains solely responsible for obtaining independent legal advice regarding the legality of its instructions).

(9)   inform the Customer within 24 hours after becoming aware that any personal data processed under this Agreement has been lost or destroyed or has become damaged, corrupted, or unusable or has otherwise been subject to unauthorised or unlawful processing including unauthorised or unlawful access or disclosure;

(10)   inform the Customer promptly (and in any event within two (2) days) if it receives a request from a data subject for access to that person's personal data and shall:

    (1)   promptly provide the Customer with reasonable co-operation and assistance in relation to such request; and

    (2)   not disclose the personal data to any data subject (or to any third party) other than at the request of the Customer or as otherwise required under this Agreement;

(11)   provide reasonable assistance to the Customer in responding to requests from data subjects and in assisting the Customer to comply with its obligations under Data Privacy Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(12)   provide assistance to the Customer with any data privacy impact assessments for which Supplier reserves the right to charge any reasonable costs incurred; and

(13)   only transfer personal data outside the United Kingdom if such transfer is carried out in accordance with paragraph 4.

3.5   Each Party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses (including reasonable legal fees) incurred by the other Party or for which the other Party may become liable due to any failure by the indemnifying party of its directors, employees or agents to comply with any of its obligations under this Data Processing Annex.

4.   International transfers

4.1   Supplier and the Customer agree that personal data will be processed within the United Kingdom. If it is processed outside of the United Kingdom, the following conditions must be met:

(1)   transferred by secure transfer to a country within the EU or the EEA with the prior written permission of the Customer to such transfer; and

(2)   the processing of the personal data is compliant with this Data Processing Annex; and

(3)   the relevant transfer takes place without breach of applicable Data Privacy Legislation; or

(4)   transferred to a recipient in circumstances where Supplier is entitled to rely on a permitted derogation under Data Privacy Legislation, which may include circumstances where (among other things) the transfer is necessary for the establishment, exercise or defence of legal claims.

4.2   Where Supplier uses a sub-processor located in a third country outside of the United Kingdom that is not an Adequate Territory, Supplier shall have the right to enter into Standard Contractual Clauses with the sub-processor for and on behalf of the Customer, whether on a named or an undisclosed basis.

4.3   Where the Customer or its users are located in a third country outside of the United Kingdom that is not an Adequate Territory and requires Supplier to transfer personal data to it or them, the Customer acknowledges that Supplier may not be able to ensure that such transfer is subject to appropriate safeguards. The Customer nevertheless instructs Supplier to undertake such transfers as required for the proper delivery of the Services.

5.   Definitions

5.1   In this Data Processing and Compliance Schedule, the following terms have the meanings given to them below, unless a contrary intention appears:

The terms **controller**, **processor**, **process** and **data subject** have the meanings given to them under Data Privacy Legislation.

Adequate Territory means: (i) with respect to transfers from the EEA to a third country that is outside of the EEA, a territory outside of the EEA that has been designated by the European Commission as ensuring an adequate level of protection pursuant to Data Privacy Legislation and (ii) with respect to transfers from the United Kingdom to a third country, a territory that has been recognised by the United Kingdom as ensuring an adequate level of protection pursuant to Data Privacy Legislation.

European Economic Area or **EEA** means those member states that are subject to the Agreement on the European Economic Area dated 1 January 1994 including the member states of the European Union and Iceland, Liechtenstein and Norway.

personal data has the meaning given to it in the Data Privacy Legislation, so far as it relates to the personal data, or any part of such personal data, of which Supplier is the processor acting on the Customer's behalf and in relation to which the Customer is the controller.

Standard Contractual Clauses means the Standard Contractual Clauses for the transfer of personal data to processors established in third countries as approved by the European Commission (available online at Standard Contractual Clauses (SCC) | European Commission (europa.eu) as such Standrad Contractual Clauses may be amended or superseded by the European Commission from time to time.