

SURECLOUD CLOUD SOFTWARE AND SERVICES AGREEMENT

This Agreement governs the purchase and use of Services provided by SureCloud.

1. Definitions and Interpretation

1.1. For the purposes of this Agreement the capitalised terms shall have the meanings set forth below:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"** for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this SureCloud Cloud Software and Services Agreement.

"AI Input" means information, data, materials, text, prompts, images, or other content that is:

- a. input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or any User for processing by or through an AI Feature, or
 - b. collected or otherwise received by an AI Feature for or on behalf of Customer or any User,
- including in the case of (a) and (b) for purposes of fine-tuning, grounding or otherwise modifying, adapting or customising an AI Feature by or on behalf of Customer.

"AI Output" means information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from an AI Feature in response to AI Input or from use of an AI Feature by or on behalf of Customer or its Users.

"AI Feature" means any feature, functionality or component of the Services that incorporates, uses, depends on or employs any AI Technology.

"AI Technology" means any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.

"Anti-Corruption Laws" means all local and international laws, codes and regulations concerning fraud, bribery and corruption, including but not limited to the UK Bribery Act of 2010 and the United States Foreign Corrupt Practices Act 1977.

"Authorised Affiliate" means those Affiliates of Customer, if any, who are listed in the Sales Order as being entitled to access and use some or all of the Software Services.

"Beta Services" means SureCloud services that are not generally available to customers and which are designated as "Beta Services" by SureCloud.

"Case Study" has the meaning given in Section 4.7.

"Commencement Date" means the date the Services commence as specified on a Sales Order.

"Confidential Information" means information in any form or medium, whether disclosed orally or in writing before or after the date of this Agreement (together with any reproductions of such information) including (but

not limited to) information relating to the business affairs, personnel, finances, systems, processes, methods of operation, plans, products, developments, trade secrets, know-how, clients or suppliers of the disclosing party or any of its Affiliates or any details relating to this Agreement, Personal Data, Customer Content or any other information that is proprietary or confidential and is labelled or identified as such or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure.

“Content” means information provided by SureCloud, or obtained by SureCloud from SureCloud content licensors or publicly available sources and provided to Customer pursuant to a Sales Order.

“Contract Year” means a 12 month period commencing on the Commencement Date or any anniversary of it;

“Customer” means the company or other legal entity named on the Sales Order.

“Customer Applications” means any templates, forms, reports or dashboards that Customer, its Authorised Affiliates or Users create using the “platform-as-a-service” Software Services.

“Customer Content” means all text, files, images, graphics, illustrations, information, data (including Personal Data), audio, video, photographs, AI Input, AI Output and other content and material (other than Customer Applications), in any format, provided by or on behalf of Customer, its Affiliates or the Users that reside in, or run on or through, the Services Environment.

“Customer Personal Data” means Personal Data which is provided or otherwise made available to SureCloud by or on behalf of Customer in connection with this Agreement.

“Customer Systems” means Customer web applications, web servers, web software applications, software applications, network servers, network, storage, and any other devices, applications, or IT assets.

“Data Protection Legislation” means any applicable laws relating to the processing, privacy and/or use of Personal Data, as binding on either party, including (to the extent applicable) the EU Data Protection Legislation, the UK Data Protection Legislation and all other legislation and regulatory requirements relating to the processing of Personal Data, data privacy, electronic communications, marketing and/or data security in force from time to time.

“Documentation” means SureCloud user guides, documentation, and help and training materials, as updated from time to time, accessible via login to the applicable Software Service.

“DP Sub-processor” has the meaning given in paragraph 6.4 of Schedule 1.

“EU Data Protection Legislation” means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the EU and members of the European Economic Area (“EEA”), including the Regulation (EU) 2016/679 as amended from time to time (“**EU GDPR**”).

“Fees” means the fees payable by Customer to SureCloud for the use of the Services as specified in the Sales Order.

“Force Majeure Event” means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations under this Agreement, including without limitation: war, revolution, terrorism, riot or civil commotion; strikes, lock outs or other industrial action, whether of the affected party's own employees or

others; blockage or embargo; interruption or failure of IT (excluding SureCloud's internal IT infrastructure), telecommunications or internet or utility services; acts of or restrictions imposed by a government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions; or a pandemic or epidemic.

"ICO" means the Information Commissioner's Office in the United Kingdom, or the equivalent national data protection authority in any relevant jurisdiction.

"Initial Term" means the period commencing on the Commencement Date, and ending on the last day of the initial term specified in the Sales Order.

"Insolvency Event" means, in relation to a party: (a) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to that party; (b) an order is made for the appointment of an administrator to manage the affairs, business and property of that party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of that party, or notice of intention to appoint an administrator is given by that party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); (c) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of that party, or if any other person takes possession of or sells that party's assets; (d) that party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (e) that party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

"Intellectual Property Rights" means all patents, rights in and/or to inventions, utility models, copyright and related rights (including future copyright), trade marks, service marks, trade, business and domain names (in each case including rights in goodwill attached thereto), rights in trade dress or get up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software and source code, rights in and/or to internet domain names and website addresses, database rights, rights in and to Confidential Information (including know-how and trade secrets), topography rights, moral rights, and any other intellectual property rights, in each case whether registered or unregistered and including all pending applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection subsisting at any time in any part of the world.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, without limitation, viruses, worms, time bombs and Trojan horses.

"Personal Data", "controller", "processor", "personal data breach", "data subject", "international organisation" and "processing" have the meanings given to them in the Data Protection Legislation (and **"process"** and **"processed"** shall be construed accordingly).

"Professional Services" means any consulting, training, implementation or technical services provided by SureCloud to Customer, as set out in the Sales Order.

"Professional Services Addendum" means the additional terms and conditions set out in Schedule 3 of this Agreement that apply to the provision of Professional Services by SureCloud to Customer.

"Renewal Term" means the period of time specified in the Sales Order or, where no period of time is specified in the Sales Order, a period of time equal to the Initial Term.

“Sales Order” means the sales order form, statement of work, purchase authorisation letter or other written order for the Services, which is executed between SureCloud and Customer, and which references this Agreement.

“Services” means, collectively, Software Services and Professional Services that are ordered by Customer under a free trial, free service offering or a Sales Order. “Services” exclude Content.

“Services Environment” means the combination of hardware and software components owned, licensed or managed by SureCloud to which SureCloud grants Customer, the Authorised Affiliates and the Users access as part of the Software Services that Customer has ordered. As applicable, and subject to the terms of this Agreement and the Sales Order, SureCloud Programs, Content, Customer Content, and Customer Applications may be hosted in the Services Environment.

“Service Levels” means the service levels set out in SureCloud’s Service Level Agreements in Schedule 4 of this document which may be updated from time to time as to be advised;

“Software Services” means, collectively, the SureCloud Internet-based services (e.g. SureCloud software as a service offerings which may include AI Features) and SureCloud Programs that Customer purchases, or to which Customer is granted access, under a Sales Order.

“SureCloud” means SureCloud Limited, a private limited company incorporated and registered in England and Wales with company number 05703655 whose registered office is at 1 Sherwood Street, London, W1F 7BL, United Kingdom.

“SureCloud Applications” means any workflows, questions, reports, dashboards or other components provided by or on behalf of SureCloud as part of the Software Services.

“SureCloud Modifications” means any and all modifications to, and adaptations and derivatives of, the SureCloud Services and the SureCloud Applications. This includes all modifications made by the SureCloud Services team.

“SureCloud Programs” means the software products and “platform-as-a-service” applications owned or licensed by SureCloud, to which SureCloud grants Customer access as part of the Software Services, including Documentation, and any program updates provided by SureCloud as part of the Software Services.

“SureCloud Related Parties” has the meaning given in Section 10.1.

“Term” means the period commencing on the Commencement Date and ending on the date of termination of this Agreement.

“Third Party Software” has the meaning given in Section 17.1.

“UK Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in the Data Protection Act 2018); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), in each case as may be amended, superseded or replaced from time to time.

“User” means an individual who is authorised by Customer or an Authorised Affiliate to use the Software Services, and to whom Customer (or SureCloud at Customer’s request) has supplied a user identification and password. Users shall solely include Customer’s and Authorised Affiliates’ employees, agents and contractors.

“Working Day” means any day that is not a Saturday, Sunday or public holiday in England.

- 1.2. Headings are included in this Agreement for ease of reference only and shall not affect interpretation or construction.
- 1.3. Words denoting persons include firms and corporations and vice versa.
- 1.4. Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- 1.5. Any Schedules, Sales Orders and all other documents which are incorporated herein by reference, form part of this Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to this Agreement includes the Schedules, Sales Orders and all documents which are incorporated herein by reference.
- 1.6. Unless expressly provided otherwise, references to sections are to the sections of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7. Unless expressly referred to as Working Days, references to days in this Agreement shall mean calendar days.

2. Term and Scope of Agreement

- 2.1. This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with its terms, continues in force for the Initial Term. Except as otherwise specified in the Sales Order, this Agreement, and the Services will automatically renew at the end of the Initial Term, and each Renewal Term for successive Renewal Terms, unless (i) Customer provides SureCloud with written notice of termination of this Agreement no later than one hundred and eighty (180) days prior to the end of the Initial Term, or Renewal Term (as applicable), or (ii) SureCloud provides Customer with written notice of termination of this Agreement no later than ninety (90) days prior to the end of the Initial Term or Renewal Term (as applicable).
- 2.2. Customer acknowledges and agrees that the Sales Order provided at the start of the Initial Term will apply to the entirety of the Initial Term and any Renewal Term (if applicable) and a new Sales Order will not be provided unless otherwise agreed between the parties.
- 2.3. This Agreement applies to and governs the Sales Order which this Agreement accompanies (including where the Sales Order is applicable to a Renewal Term). This Agreement also applies to and governs any purchases by Customer that increase the quantity of the original Services ordered (e.g. additional Users, and/or additional SureCloud Programs).
- 2.4. Each Sales Order, once entered into by the parties, shall constitute a separate contract, subject to its terms and the terms of this Agreement.

3. Provision of Services

- 3.1. For the Term, and subject to Customer meeting its payment obligations, and except as otherwise set forth in this Agreement or the Sales Order, Customer and the Authorised Affiliates shall have the non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide, limited right to access and use the Software Services, and anything developed by SureCloud and delivered to Customer as part of the Services, solely for Customer's and the Authorised Affiliates' internal business operations and subject to the terms of this Agreement and the Sales Order. Customer and the Authorised Affiliates may allow the Users to use the Software Services solely for such internal business operations. Customer shall ensure that the Authorised Affiliates and the Users shall comply with the terms of this Agreement and the Sales Order. Any act or omission by an Authorised Affiliate or a User shall constitute an act or omission of Customer under this Agreement.
- 3.2. SureCloud shall use reasonable endeavours to ensure that the Software Services materially meet or exceed the Service Levels.
- 3.3. Customer does not acquire under this Agreement any right or license to use the Services, including the SureCloud Programs, in excess of the scope, quantity and/or duration of the Services stated in the Sales Order. At the end of the Term, Customer's, Authorised Affiliates' and Users' rights to access and use the Services, and anything developed by SureCloud and delivered to Customer as part of the Services, will automatically terminate with immediate effect.
- 3.4. SureCloud will maintain administrative, physical, and technical safeguards intended to protect the security, confidentiality and integrity of Customer Content, as described in the Documentation. Those safeguards will include, but will not be limited to, measures intended to prevent access, use, modification or disclosure of Customer Content by SureCloud personnel except (a) to provide the Services, and services related to the Services, and to prevent or address service or technical problems, (b) as required by applicable law in accordance with Section 12.2(e) below, or (c) as Customer or an Authorised Affiliate expressly permits in writing.
- 3.5. From time to time, SureCloud may, at its sole discretion, invite Customer to try Beta Services at no extra charge. Customer may accept or decline any such trial in its sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes only, and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated by SureCloud, any Beta Services trial period will expire upon the earlier of (i) one year from the trial start date or (ii) the date that a version of the Beta Services becomes generally available for purchase. SureCloud may discontinue Beta Services at any time in its sole discretion and may, in its sole discretion, elect never to make them generally available. Subject to Section 9.1, Beta Services are provided on an 'as is' and 'as available basis' and without any warranty, term or condition, and SureCloud will have no liability for any harm or damage arising out of or in connection with Beta Services or any failure to provide or make available the Beta Services.
- 3.6. Customer may not access the Services for purposes of monitoring their availability, performance or functionality for benchmarking or competitive purposes.

4. Ownership and Restrictions

- 4.1. As between the Parties, Customer retains all right, title, interest and Intellectual Property Rights in and to Customer Applications (excluding any SureCloud Modifications) and Customer Content. Except for the limited rights expressly granted to Customer hereunder, SureCloud or its licensors retain all right, title, interest and Intellectual Property Rights in and to the Services, including SureCloud Applications, SureCloud Programs and Content, SureCloud Modifications, AI Features and to anything developed or delivered by on behalf of SureCloud under this Agreement. If any Intellectual Property Rights in and to the SureCloud Modifications vest in Customer, Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to SureCloud, and agrees to execute all documents and do any other acts that SureCloud may reasonably require to give effect to this sentence. Nothing in this Agreement shall prevent SureCloud from independently developing its own Content.
- 4.2. Customer grants SureCloud a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use, and to copy, process, transmit and modify Customer Applications and Customer Content for the duration of the Term to enable SureCloud to provide Customer, the Authorised Affiliates and the Users with the Services, and to exercise its rights and perform its other obligations under this Agreement. SureCloud shall have the right to grant sublicences to its agents, contractors and suppliers to use, copy, process, transmit and modify Customer Applications and Customer Content for the duration of the Term in order to provide products and the Services to Customer in connection with this Agreement.
- 4.3. SureCloud owns all the rights in relation to the Software Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 4.4. Customer will not, and will procure that the Authorised Affiliates and the Users will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than Customer, the Authorised Affiliates or the Users, (b) sell, resell, license, sublicense, distribute, rent or lease, or provide any third party with access to, any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of a person's data protection or privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or data or Content contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents or otherwise breaches the terms of this Agreement, (h) modify, copy or create derivative works based on a Service, Content or any part, feature, function or user interface thereof, (i) copy Content except as expressly permitted in this Agreement or in the Sales Order or the Documentation, (j) frame or mirror any part of any Service or Content, (k) access any Service or Content in order to build a competitive product or service, (l) perform or disclose any security testing of the Services Environment without SureCloud's prior written consent, (m) remove or modify any program markings or any other notice of SureCloud's or its licensors' proprietary rights, (n) except as may be permitted by applicable laws, regulations, sanctions or restrictive measures which is incapable of exclusion by agreement between the parties, copy, modify, reverse engineer, decompile or disassemble any part of the Services or Content or (o) attempt to obtain any source code or technical information relating to the Services or Content.
- 4.5. Customer shall implement security procedures to prevent unauthorised use or misuse of the Software Services or use of the Software Services by anyone other than the Users. Customer shall, and shall procure that the Authorised Affiliates and the Users shall, maintain identifiers, passwords and security codes in confidence, and any communications through such means will be considered to have been sent and authorised by Customer. Customer understands and agrees that it is responsible for all Customer Content entered, transmitted or received under identifiers, passwords and security codes of any User, and for the

consequences thereof, whether or not the persons who input or communicate under such identifiers, passwords and security codes are Users.

- 4.6. Customer shall, and shall procure that the Authorised Affiliates and the Users shall, immediately cease use of the Software Services if it is notified by SureCloud, or otherwise becomes aware of, or suspects, a security breach of the Software Services. Customer shall immediately notify SureCloud of such a breach of security. At the request of SureCloud, Customer shall promptly terminate an individual's access to the Software Services if SureCloud reasonably believes that such individual is breaching security or is otherwise misusing the Software Services. Customer acknowledges and agrees that if it fails to do so, SureCloud will have the right, in its sole discretion, to take any such action as it may deem necessary to prevent access to the Software Services by such individual, including limiting or prohibiting access to the Software Services by Customer, the Authorised Affiliates and/or any or all Users

4.7 Case Study and Marketing Rights

- 4.7.1 Customer hereby grants to SureCloud the non-exclusive, non-transferable, royalty-free, worldwide right and license to use Customer's name, logo, and trademark and to refer to Customer as a client of SureCloud, in connection with the SureCloud's marketing and promotional activities. Customer further agrees to collaborate with SureCloud in the creation and publication of a case study, success story, or testimonial highlighting Customer's use of the Services and the business results achieved ("**Case Study**").
- 4.7.2 The Case Study may be used in, but is not limited to, SureCloud's website, marketing materials, presentations, social media, and public relations efforts. Customer shall have the right to review and approve the Case Study prior to publication, such approval not to be unreasonably withheld or delayed.
- 4.7.3 Any and all Intellectual Property Rights in the Case Study, with the exception of Customer's name, logo and trademark, shall be owned exclusively by SureCloud.

5. Use of Services

- 5.1. Services and Content are subject to usage limits, including, without limitation, the quantities specified in the Sales Order. Unless otherwise specified, (a) Customer shall ensure that a User's password is not to be shared with any individual other than the individual to whom it was originally issued, and (b) Customer shall ensure that User identifications are only reassigned to a new individual replacing, on a permanent basis, one who no longer requires ongoing use of the Service or Content. Customer may not use the software as a broader document repository service in lieu of another facility such as Microsoft SharePoint.
- 5.2. Customer will (a) ensure that the Authorised Affiliates and the Users comply with the terms of this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Content and the means by which Customer, the Authorised Affiliates and the Users acquire Customer Content, (c) prevent unauthorised access to or use of Services and Content, and notify SureCloud promptly of any such unauthorised access or use, and (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.
- 5.3. SureCloud shall have the right to monitor and once per year to audit Customer's, the Authorised Affiliates' and the Users' use of the ServiceRs to ensure its and their compliance with the terms of this Agreement

("Usage Compliance Audit"). Customer shall provide SureCloud, its agents and contractors with such information, co-operation and assistance as it or they may from time to time require in order to carry out the Usage Compliance Audit.

- 5.4. Customer shall have no right to any software code in the Services or Content. SureCloud reserves the right to suspend Customer's, the Authorised Affiliates' and Users' access to the Services for scheduled or emergency maintenance. Where possible, SureCloud will endeavour to perform maintenance outside of operating hours.
- 5.5. Customer acknowledges and agrees:
 - 5.5.1. the Services may include AI Features which generate AI Output based on AI Input and other contextual information. AI Output is generated automatically and is provided for informational and assistive purposes only. AI Output does not constitute legal, regulatory, audit, security, financial or other professional advice and is not a substitute for Customer's own professional judgement or independent verification.
 - 5.5.2. Customer acknowledges that AI Output may be inaccurate, incomplete, misleading, non-unique, not up to date, or unsuitable for Customer's specific purposes and may contain content that reflects limitations or bias inherent in machine learning systems.
 - 5.5.3. Customer is solely responsible for (i) reviewing and validating AI Output before use and for (ii) all decisions made and actions taken (or not taken) in reliance on AI Output and for (iii) ensuring that its use of AI Output complies with applicable laws and regulations.
 - 5.5.4. Customer shall use reasonable endeavours to notify SureCloud of any observed material inaccuracy or unintended behaviour of any AI Features.

6. Professional Services

- 6.1. The terms set out in Schedule 3 (Professional Services Addendum) shall also apply to any Professional Services provided by SureCloud to Customer.

7. Fees and Payments

- 7.1. Customer shall pay to SureCloud the Fees by no later than the due date. SureCloud will invoice Customer in advance and otherwise in accordance with the Sales Order. Unless otherwise stated in the Sales Order, all Fees, and any other invoiced charges, are due and payable fourteen (14) days from the invoice date. Customer will make payments via electronic bank transfer. Customer shall provide complete and accurate billing and contact information to SureCloud and notify SureCloud promptly of any changes to such information.
- 7.2. Once placed, the Sales Order is (i) non-cancellable and the sums paid non-refundable, except as provided in this Agreement or the Sales Order, and (ii) applications purchased cannot be decreased during the Initial Term or the Renewal Term (as applicable).
- 7.3. Where Customer requires a purchase order ("**PO**") before it can be invoiced for the Services, Customer shall: (a) on or before the Commencement Date, notify SureCloud in writing that a PO is required for the Services; and (b) provide SureCloud with the PO within fourteen (14) days of the Commencement Date. To the extent that Customer does not provide SureCloud with a PO within fourteen (14) days of the Commencement Date, Customer agrees that SureCloud can immediately invoice Customer for the Services specified in the relevant Sales Order, and Customer shall pay such invoice within fourteen (14) days of the invoice date.

- 7.4. If any invoiced amount is not received by SureCloud by the due date, then without limiting SureCloud's other rights or remedies, SureCloud reserves the right to (a) charge interest which shall accrue on a daily basis on due amounts at an annual rate equal to 5% over the then current Bank of England base rate from time to time commencing on the due date and continuing until fully paid, or the maximum rate permitted by law, whichever is higher, and/or (b) condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 7.1. Customer shall pay the interest together with the overdue amount.
- 7.5. If any amount owing by Customer under this Agreement or any other agreement for Services is sixty (60) or more days overdue, SureCloud may, without limiting SureCloud's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement and any other such agreements so that all such obligations become immediately due and payable, and/or suspend Services to Customer until such amounts are paid in full. SureCloud will give Customer a minimum of seven (7) days' prior notice (such notice to take effect at or at any time after the end of the thirty (30) day period referred to at the start of this Section 7.5 or any time thereafter) that Customer's account is overdue before suspending services to Customer.
- 7.6. SureCloud will not exercise its rights under Section 7.4 or 7.5 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 7.7. The Fees, and all other charges invoiced under this Agreement, are exclusive of SureCloud's expenses (including, without limitation, reasonable travelling and subsistence expenses incurred by SureCloud's personnel) and these shall be paid by Customer to SureCloud provided that, apart from minor out-of-pocket expenses, all claims by SureCloud for reimbursement of expenses shall on request be accompanied by the relevant invoices or receipts or other evidence that those expenses have been incurred and have been approved in advance by the customer accordingly.
- 7.8. The Fees and any other charges and expenses payable under this Agreement are exclusive of Value Added Tax and any analogous sales taxes which shall be paid by Customer at the rate and in the manner for the time being prescribed by law. Customer is responsible for paying all taxes imposed on the Services or any other services provided under this Agreement.
- 7.9. SureCloud may increase the Fees at the commencement of any Renewal Term as to be advised at that point.
- 7.10. All information relating to Fees is Confidential Information and Customer agrees not to disclose the details to a third party.

8. Termination

- 8.1. SureCloud may temporarily suspend Customer's, the Authorised Affiliates' and/or the Users' passwords, accounts, and access to or use of the Services if Customer, or any of the Authorised Affiliates or the Users violate any provision within Sections 3 (Provision of Services), 4 (Ownership and Restrictions), 5 (Use of Services), or under 7 (Fees and Payments) of this Agreement, or if in SureCloud's reasonable judgement, the Services or any component thereof are about to suffer a significant threat to security or functionality. The right to suspend the services due to a functionality issue shall only apply where such functionality threat is not within SureCloud's reasonable control. SureCloud will use reasonable endeavours to provide advance notice to Customer of any such suspension in SureCloud's reasonable discretion based on the

nature of the circumstances giving rise to the suspension. SureCloud will use reasonable efforts to reestablish the affected Services as soon as reasonably practical after SureCloud determines, in its reasonable discretion, that the situation giving rise to the suspension has been rectified. Without affecting any other rights or remedies SureCloud may have (including without limitation any termination rights it may have under Section 8.2), SureCloud may terminate this Agreement if any of the foregoing causes of suspension is not rectified within sixty (60) days after SureCloud's initial notice thereof. Subject to the following sentence, any suspension or termination by SureCloud under this Section 8.1 shall not excuse Customer from Customer's obligation to make payment(s) under this Agreement. Where the Services are suspended or terminated due to: (i) a security threat that does not emanate from the Customer; or (ii) a threat to functionality then Customer shall be excused from its payment obligations for the period of such suspension (or on termination) (and where amounts have been pre-paid SureCloud shall refund to Customer the amount of any such pre-payment on a pro-rata basis to cover the period of suspension or from the date of termination (as applicable).

- 8.2. Without affecting any other right or remedy available to it, a party may terminate this Agreement (i) upon written notice to the other party if the other party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days of receipt of written notice from the other party specifying the breach and requiring its remedy, or (ii) if the other party suffers an Insolvency Event.
- 8.3. If Customer terminates this Agreement in accordance with Section 8.2, Customer's sole and exclusive remedy will be a refund from SureCloud of any prepaid fees covering the remainder of the Initial Term, or Renewal Term (as applicable), after the effective date of termination. If SureCloud terminates this Agreement in accordance with Sections 8.1 or 8.2, then without prejudice to SureCloud's other rights and remedies, Customer must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums that would have been payable for the Services ordered under this Agreement had this Agreement continued for the remainder of the Initial Term or then current Renewal Term (as applicable), plus related taxes and expenses. In no event will termination, for any reason, relieve Customer of its obligations to pay any Fees payable to SureCloud for the period prior to the effective termination date. Customer agrees that if they are in default under this Agreement, Customer may not use those Services ordered.
- 8.4. In the event of termination of this Agreement for any reason:
 - (a) the right of Customer, the Authorised Affiliates and the Users to access and use the Software Services shall terminate at point of termination date; and
 - (b) Both the Customer and SureCloud shall return or destroy (at SureCloud's option and Customer's cost) all SureCloud's Confidential Information in its possession or under its, its Authorised Affiliates' and/or the Users' control and all copies of such information.
- 8.5. Upon request by Customer, made no later than thirty (30) days prior to the effective date of termination, SureCloud will assist Customer with access to their data for the purpose of one manual export or download of Customer Content held by SureCloud. After termination or expiration of this Agreement, SureCloud will have no obligation to maintain or provide Customer Content and will thereafter delete or destroy all copies of Customer Content in SureCloud's systems or otherwise in SureCloud's possession, unless required by applicable law to retain Customer Content.
- 8.6. The following provisions shall survive termination or expiry of this Agreement: Sections 4.1 (Intellectual Property Rights), 7 (Fees and Payments), 8.3 (Refund or Payment upon Termination), 8.4 (Refund or

Payment upon Termination) 8.5 (Return of Data), 9(Limitation of Liability), 10 (Indemnification), 12 (Confidentiality), and 13.4 (Disclaimers), together with any other provisions which can reasonably be inferred as continuing after termination or expiry of this Agreement.

9. Limitation of Liability

- 9.1. Nothing in this agreement shall exclude or limit either party's liability for personal injury or death caused by the negligence of that party, either party's liability in the tort of deceit, wilful misconduct or for fraudulent misrepresentation or any other liability that cannot be excluded or restricted by applicable law.
- 9.2. Except as expressly provided in this Agreement and subject always to section 9.1 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. SureCloud shall have no liability arising out of or in connection with (i) any reliance on AI Output or (ii) any decision made or action taken (or not taken) by Customer, an Authorised Affiliate or any User based on AI Output or (iii) any AI Output being inaccurate, incomplete, misleading, biased or non-unique.
- 9.3. Subject to sections 9.1 and 9.2, Neither party have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses, loss or corruption of data or information, or any special, indirect or consequential loss, costs, damages, charges or expenses; and
- 9.4. Subject to section 9.1, 9.2 and section 9.5, in no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement (including all of the sales orders entered into between SureCloud and customer) exceed (i) the total amount paid by customer under this agreement for the services giving rise to the liability in the twelve months immediately preceding the date the first incident out of which any liability under this agreement arose, if the first such incident occurs any time after the first anniversary of the commencement date or (ii) if the first such incident occurs any time before the first anniversary of the commencement date, the total amount payable by customer under this agreement for the services giving rise to the liability in the twelve month period commencing on the commencement date. the foregoing limitation will apply whether an action is in contract or tort (including negligence) and regardless of the theory of liability but will not limit customer's payment obligations under section 7 (fees and payments) above.
- 9.5. The limitations and exclusions set out in this section 9 shall not apply to customer payment obligations.

10. Indemnification

- 10.1. Customer agrees to indemnify, defend and hold harmless SureCloud, its Affiliates and its and their officers, directors, employees, agents, suppliers, licensors, and other related parties ("**SureCloud Related Parties**") from and against all claims, costs, expenses (including, without limitation, legal fees), losses, liabilities and damages arising out of or related to Customer's, the Authorised Affiliates' or the Users' use or receipt of Services, except to the extent the Services materially fail to comply with the Documentation, provided SureCloud (a) promptly gives Customer written notice of any such claim and (b) Customer is given sole control of the defence and settlement of the claim.
- 10.2. SureCloud will defend Customer against or, at its sole discretion, settle any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Service in accordance with this Agreement and the Documentation infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages,

legal fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly gives SureCloud written notice of the Claim Against Customer, (b) gives SureCloud sole control of the defence and settlement of the Claim Against Customer, (c) does not make any admissions or statements or settle or attempt to settle any Claim Against Customer without the prior written consent of SureCloud, and (d) give SureCloud all reasonable assistance, at SureCloud's expense, in connection with the defence and/or settlement of any Claim Against Customer. If SureCloud receives information about an infringement or misappropriation claim related to a Service (whether from Customer or any other person), SureCloud may at its discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching SureCloud warranties under Section 13.2, (ii) obtain a license for Customer's, the Authorised Affiliates' and the Users' continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's, the Authorised Affiliates' and the Users' subscriptions for that Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the Initial Term or Renewal Term (as applicable) of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer Content, Customer Applications, Customer's breach of this Agreement, or any modification of the Services or Documentation by anyone other than SureCloud nor to any claim arising from or relating to AI Output (including any allegation that AI Output infringes or misappropriates a third party's Intellectual Property Rights).

10.3. Customer will defend SureCloud and the SureCloud Related Parties against, or at its sole discretion, settle any claim, demand, suit or proceeding made or brought against SureCloud or a SureCloud Related Party by a third party alleging that Customer Content or Customer Applications, or Customer's, an Authorised Affiliates' or a User's use of any Service, Customer Content or Customer Applications infringes or misappropriates a third party's Intellectual Property Rights or violates applicable law (a "**Claim Against SureCloud**"), and will indemnify SureCloud and the SureCloud Related Parties from any damages, legal fees and costs finally awarded against SureCloud or a SureCloud Related Party as a result of, or for any amounts paid by SureCloud or a SureCloud Related Party under a court-approved settlement of, a Claim Against SureCloud, provided SureCloud (a) promptly gives Customer written notice of the Claim Against SureCloud, (b) gives Customer sole control of the defence and settlement of the Claim Against SureCloud (except that Customer may not settle any Claim Against SureCloud unless it unconditionally releases SureCloud and the SureCloud Related Parties of all liability), (c) does not make any admissions or statements or settle or attempt to settle any Claim Against SureCloud without the prior written consent of Customer, and (d) gives Customer all reasonable assistance, at Customer's expense, in connection with the defence and/or settlement of any Claim Against SureCloud.

10.4. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. Insurance

11.1. SureCloud shall hold insurance cover with a respectable insurer to an appropriate value to cover the liability assumed by it under this Agreement. On request and no more than once in any twelve (12) month period, SureCloud will provide Customer with evidence of such insurances.

12. Confidentiality

12.1. Both parties undertake, for the duration of this Agreement and afterwards, to keep strictly confidential all Confidential Information of the other party that is in its possession or under its control and, unless

required by law, not to make it available to any third party other than as expressly permitted by this Agreement. This Section 12.1 shall not affect the terms of Section **Error! Reference source not found.** Neither party shall use the Confidential Information for any purpose other than the proper exercise of its rights and performance of their obligations under this Agreement and the Confidential Information shall remain the exclusive property of the disclosing party.

- 12.2. The obligations of confidentiality under this Section 12 shall not apply to Confidential Information that:
- (a) is or becomes publicly known other than through an act or omission of the receiving party;
 - (b) was in the receiving party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence;
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory body; or
 - (f) in the case of Customer's Confidential Information hosted by SureCloud as part of the Services, where Customer, User or an Authorised Affiliate has configured or otherwise used the Services so that Customer's Confidential Information is accessible to third parties through no fault of SureCloud.
- 12.3. Subject to the terms of this Agreement and the Sales Order, each party undertakes to:
- (a) disclose the other party's Confidential Information only to those of its officers, employees, agents, professional advisers, service providers, consultants and contractors to whom and to the extent to which such disclosure is reasonably necessary for the purposes contemplated under this Agreement; and
 - (b) ensure that all its officers, employees, agents, professional advisers, service providers, consultants and contractors to whom it may be entitled to disclose Confidential Information under this Agreement shall be bound by obligations of confidentiality no less onerous than those imposed under this Agreement. This Section 12 shall survive termination of this Agreement.

13. Representations, Warranties, Exclusive Remedies and Disclaimers

- 13.1. Each party represents that it has the authority to enter into this Agreement, grant the rights granted by it under this Agreement and perform the obligations under this Agreement.
- 13.2. SureCloud warrants that (a) this Agreement, the Sales Order and the Documentation describe, in all material respects, the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Content, (b) SureCloud will not materially decrease the overall security of the Software Services during the Initial Term, (c) the Software Services will perform materially in accordance with the applicable Documentation, (d) SureCloud will not materially decrease the functionality of the Software Services during the Initial Term, and (e) SureCloud will use commercially reasonable endeavours to ensure the Software Services and Content will not introduce Malicious Code into Customer Systems. For any breach of any of these warranties and unless the breach of warranty constitutes a material breach of this Agreement, Customer's exclusive and sole remedies, subject to Section 9.1, are those described in Sections 8.2 and 8.3.
- 13.3. SureCloud's warranties at section 13.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to SureCloud's instructions, or modification or alteration of the Services by any party other than SureCloud or its duly authorised contractors or agents. If the Services do not conform with section 13.2 SureCloud will, at its expense, use reasonable endeavours to correct any

such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the warranties set out in section 13.2.

- 13.4. Except as expressly provided in this agreement, all warranties, conditions and terms of any kind by SureCloud, whether express, implied, statutory or otherwise, (including without limitation as to merchantability, satisfactory quality, fitness for a particular purpose or non-infringement), are hereby excluded to the maximum extent permitted by applicable law. For the avoidance of doubt, SureCloud gives no warranty that AI Output will be accurate, complete, compliant, non-infringing or fit for any purpose, and SureCloud's warranties in Section 13.2 do not apply to AI Output. Subject to section 9.1, SureCloud disclaims all liability and indemnification obligations for and in relation to any harm or damages caused by any third party hosting providers.
- 13.5. In the event of any loss or damage to Customer Content, Customer's sole and exclusive remedy shall be for SureCloud to use reasonable endeavours to restore the lost or damaged Customer Content.

14. Data Protection

- 14.1. Customer acknowledges that SureCloud may from time to time process Customer Personal Data (subject to the Data Protection Legislation) for its own contract administration and marketing purposes as controller and that the terms of SureCloud's Privacy Statement, available at <https://www.surecloud.com/privacy-statement/> (as may be updated or amended from time to time) shall apply to such processing.
- 14.2. Where, in connection with this Agreement, SureCloud processes Customer Personal Data as a processor on behalf of Customer, the data protection provisions set out in "Schedule 1 - Data Protection" and "Schedule 2 – Processing Activities" shall apply to both parties.

15. Anti-bribery and corruption

- 15.1. Each party shall ensure that, in relation to this Agreement and general business practices, it shall not, and shall use reasonable endeavours to ensure that its employees and contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any applicable Anti-Corruption Laws with which that party is required to comply. In particular, each party shall not, and shall use reasonable endeavours to ensure that its employees and contractors do not, offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage. Each party shall further ensure that, unless allowed or required by local law, it shall not, and shall use reasonable endeavours to ensure that its employees and contractors shall not, offer, promise or pay to any public government official any financial or other advantage in order to secure or retain a business advantage, including payment intended to induce officials to perform duties they are otherwise obligated to perform.
- 15.2. As part of its internal measures to ensure compliance under this Section 15, each party shall implement and maintain appropriate policies and procedures intended to assess the risk of, monitor, and prevent the breaching of Anti-Corruption Laws.
- 15.3. Each party shall, upon discovery, notify the other party promptly of any breach or suspected breach by any employee or contractors of this Section 15 and/or any Anti-Corruption Laws.

16. Service Analysis

- 16.1. SureCloud may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data and Customer Content from the Services Environment in aggregated and anonymised form for security and operations management, to create statistical analysis, and for research and development purposes (subclauses (i) and (ii) are collectively referred to as “**Service Analysis**”). SureCloud may make Service Analysis publicly available; however, Service Analysis will not incorporate Customer Content or Confidential Information in a form that could serve to identify Customer or any individual, and Service Analysis do not constitute Personal Data. SureCloud retains all Intellectual Property Rights in Service Analysis.
- 16.2. SureCloud shall not use, or permit any third party to use Customer Content to train, retrain, tune, validate, modify, update, or otherwise improve the Services or any other product or service, except that SureCloud may (i) use AI Input and AI Output only in an aggregated and anonymised form to train, retrain, tune, validate, modify, update, or otherwise improve the AI Features (ii) use its Affiliates, contractors and DP Sub-processors to perform such aggregation, anonymisation and improvement activities, subject to confidentiality obligations and, where applicable, the Data Protection provisions in Schedule 1.

17. Third Party Software

- 17.1. Customer acknowledges and agrees that:
 - 17.1.1. the Services may contain software and AI Features which are obtained by SureCloud under a license from one of its Affiliates and/or suppliers (“**Third Party Software**”). Customer acknowledges that all third-party licensors and suppliers retain all right, title and interest in and to such Third Party Software and all copies of it, including all Intellectual Property Rights;
 - 17.1.2. if there is a fault, delay or interruption in the availability, performance or functionality of the Services because of a third party and/or relating to Third Party Software, SureCloud shall not be responsible or have any liability for any loss and/or inconvenience caused by this;

18. Notices

- 18.1. For the purposes of this Agreement, all notices, invoices and other communications shall be transmitted to the parties at the addresses set out in the Sales Order or, in the case of notices, invoices and other communications to Customer, to Customer’s e-mail address on record in SureCloud’s account information.
- 18.2. To request termination of Services in accordance with this Agreement, Customer must submit a termination request to SureCloud at the address specified in the respective Sales Order, or by email to success@surecloud.com.
- 18.3. SureCloud may give notices applicable to Customer by means of a general notice on the Software Services and/or the SureCloud Programs or by electronic mail to a User’s e-mail address on record in SureCloud’s account information or by written communication sent by mail to Customer address on record in SureCloud’s account information.

19. Force Majeure

- 19.1. Notwithstanding any other provision of this Agreement, SureCloud shall not have any liability to Customer, and Customer shall not have any liability to SureCloud, if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by a Force Majeure Event.
- 19.2. As soon as reasonably practicable after becoming aware of a Force Majeure Event the party affected by the Force Majeure Event shall notify the other party, providing reasonable details of the Force Majeure Event, its impact on that party's obligations under this Agreement and its anticipated duration.
- 19.3. The terms of Sections 19.1 and 19.2 shall not apply in respect of any failure by Customer to pay any Fees or other charges when due under this Agreement, except if and to the extent that such failure is due to a failure or delay in the banking or payment transfer systems.

20. General

- 20.1. This Agreement sets out the entire agreement and understanding between the parties relating to the subject matter thereof and supersedes all prior agreements, arrangements, customer terms, PO terms, promises, proposals, warranties, representations, undertakings and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("**Representation**") other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing in this Section 20.1 shall limit or exclude any liability for fraud.
- 20.2. Where there is a conflict between this Agreement and the Sales Order, the terms and conditions of the Sales Order shall take precedence.
- 20.3. SureCloud may novate, transfer or assign all or any of its rights and/or obligations under this Agreement to any Affiliate or in connection with a merger, acquisition, corporate reorganisation or the sale of the whole or a substantial part of SureCloud's business, and will provide notice to Customer of the same. SureCloud may subcontract the performance of its obligations under this Agreement provided that it shall remain primarily liable for performance of its obligations under this Agreement. Except as provided in this Section 20.3, neither party may transfer, novate or assign this Agreement or any of its rights or obligations under this Agreement to a third party without the prior written consent of other party.
- 20.4. Each party will be acting as an independent contractor and nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, franchise or joint venture of any kind between the parties, nor constitute any party, the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind the other party in any way.
- 20.5. No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 20.6. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude

or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

- 20.7. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 20.8. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.9. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 20.10. This Agreement may be executed in any number of counterparts, each of which when executed shall be an original and together shall constitute one and the same instrument.
- 20.11. The SureCloud Related Parties shall have the right to enforce the benefit of Sections **Error! Reference source not found.** and 10. Subject to the preceding sentence, nothing in this Agreement is intended for the benefit of any third party and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20.12. This Agreement shall be governed by and constructed in accordance with the laws of England and Wales and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – DATA PROTECTION

1. Roles of the parties

- 1.1. Except as set out in Section 14.1 of this Agreement, each of the parties to this Agreement acknowledges and agrees in relation to Customer Personal Data that for the purpose of the Data Protection Legislation:
 - 1.1.1. Customer is the controller;
 - 1.1.2. SureCloud is the processor;
 - 1.1.3. Customer will retain control of Customer Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including, but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to SureCloud; and
 - 1.1.4. Schedule 2 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and data subject types in respect of which SureCloud may process Customer Personal Data under this Agreement.

2. SureCloud's obligations

- 2.1. In relation to the processing of Customer Personal Data to which this Schedule 1 applies, SureCloud will:
 - 2.1.1. process (and will procure that its personnel will process) Customer Personal Data only:
 - 2.1.1.1. in accordance with Customer's commercially reasonable, documented written instructions from time to time, including as set out in this Agreement; or
 - 2.1.1.2. as otherwise required by law (subject to SureCloud first notifying Customer of the relevant legal requirement unless such notification is itself prohibited by law on important grounds of public interest) and only to the extent and in such a manner as is necessary for SureCloud to provide the Services and to perform its other obligations under this Agreement in accordance with this Agreement and not for any other purpose;
 - 2.1.2. immediately notify Customer if SureCloud (or any of its DP Sub-processors) reasonably believes any of Customer's instructions relating to the processing of Customer Personal Data do not comply with the Data Protection Legislation and in such case SureCloud shall be entitled without penalty to suspend execution of the instructions concerned. Any notification by SureCloud under this paragraph should not be regarded as legal advice;
 - 2.1.3. only disclose Customer Personal Data to, and ensure that access to Customer Personal Data is limited to, those of its personnel who are bound by confidentiality obligations in relation to Customer Personal Data;
 - 2.1.4. only transfer Customer Personal Data to an international organisation or any country outside the United Kingdom and the EEA:
 - 2.1.4.1. to the DP Sub-Processors;
 - 2.1.4.2. where such transfer is required for the performance of the Services under this Agreement, provided that SureCloud has adequate safeguards in place in respect of such transfers in accordance with the requirements of the Data Protection Legislation (and

SureCloud will provide details of the adequate safeguards in place to Customer on written request) or with the prior written consent of Customer;

- 2.1.5. implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the data security risks presented by processing Customer Personal Data, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed;
- 2.1.6. notify Customer in writing without undue delay if it becomes aware of any Personal Data Breach relating to Customer Personal Data; and
- 2.1.7. when SureCloud ceases to provide Services relating to processing pursuant to this Agreement:
 - 2.1.7.1. at Customer's option, delete or return to Customer all Customer Personal Data; and
 - 2.1.7.2. delete all copies of Customer Personal Data except insofar as SureCloud is required by law to continue to retain such copies; and
 - 2.1.7.3. give all notices required to be given under this Schedule 1 to Customer's e-mail address on record in SureCloud's account information.

3. Security

- 3.1. SureCloud shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Personal Data), confidentiality and integrity of Customer Personal Data, as set forth in SureCloud's Information Security Policy (SC001 Information Security). SureCloud regularly monitors compliance with these measures. SureCloud will not materially decrease the overall security of the Services during a subscription term.

4. Information, co-operation and assistance

- 4.1. SureCloud will take appropriate technical and organizational measures and promptly provide such information to Customer as Customer may reasonably require to assist Customer in fulfilling its obligations to respond to any request by any data subject to exercise any data subject right under the Data Protection Legislation, including notifying Customer without undue delay, if it receives a request from a data subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation, in each case only to the extent that the data subject's request relates to the processing of Customer Personal Data by SureCloud pursuant to this Agreement.
- 4.2. SureCloud will at Customer's request, provide reasonable assistance to Customer in complying with Customer's obligations under the Data Protection Legislation or any equivalent or implementing legislation, in relation to security of processing, notification of personal data breaches, communication of personal data breaches to data subjects, data protection impact assessments and consultation with the ICO where necessary in relation to data protection impact assessments, in each case only to the extent that Customer's request relates to the processing of Customer Personal Data by SureCloud pursuant to this Agreement.

5. Records, audit and inspection

- 5.1. SureCloud will:

- 5.1.1. at Customer's request, make available to Customer all information held by SureCloud which is reasonably required to demonstrate:
- 5.1.1.1. SureCloud's compliance with this Agreement; and
 - 5.1.1.2. the compliance by each of its DP Sub-processors with the agreement between SureCloud and such DP Sub-processor referred to in paragraph 6.4 of this Schedule 1 (subject to any duty of confidentiality owed to such DP Sub-processors).
- 5.1.2. on reasonable notice during business hours allow Customer, its statutory or regulatory auditors, and in each case their authorised agents, access to such information referred to in paragraph 5.1 above as Customer may require in order to verify SureCloud's compliance with its obligations in relation to data processing under this Agreement. Unless Customer has reasonable grounds to believe that SureCloud has committed a material breach of the obligations in this Schedule 1, Customer may not exercise its audit right more than once in any 12 month period. Customer shall use all reasonable endeavours to ensure that the conduct of any audit by Customer or its authorised agents does not unreasonably disrupt SureCloud or its business. Any audit by Customer or its authorised agents will be limited to two (2) Working Days in any 12 month period and any audits exceeding more than two (2) Working Days will incur a fee to Customer and/or its authorised agents of £500 per day over and above two (2) Working Days. Any audit by Customer or authorised agent shall also be limited to an audit of Customer Personal Data and the processes relating to Customer Personal Data and will not include any information relating to any other customer of SureCloud or any other third party (other than a DP Sub-processor).

6. Sub-processing

- 6.1. Customer acknowledges and agrees that SureCloud may use the third parties set out in SureCloud's Sub-processor list at <https://www.surecloud.com/download/sub-processors/> as may be updated from time to time.
- 6.2. SureCloud will give Customer not less than thirty (30) days' prior notice of the proposed appointment of any replacement or additional Sub-processor to those Sub-processors authorised pursuant to paragraph 6.1 above. Customer must notify SureCloud of any objection to such appointment within five (5) days after receiving notice of the proposed appointment from SureCloud; if Customer's objection to the proposed appointment is reasonable, SureCloud will re-arrange the processing arrangements so that proposed appointee is not used to process Customer Personal Data or make such other amendment to the terms of the Agreement as the parties (acting reasonably and in good faith) agree is appropriate to reflect the change in the sub-processing arrangements or, if neither of these options is practicable, SureCloud will so notify Customer, and Customer shall be entitled to terminate this Agreement by giving SureCloud not less than thirty (30) days' notice, such notice being given within thirty (30) days following Customer's receipt of SureCloud's notice that it is not practicable to either re-arrange the processing to avoid the need to use the proposed sub-processor or to agree appropriate amendments to the terms of this Agreement.
- 6.3. If SureCloud proposes to sub-contract the processing of any Customer Personal Data on behalf (directly or indirectly) of Customer, SureCloud will ensure that the proposed Sub-processor provides sufficient guarantees to implement appropriate technical and organizational measures in such a way that its processing will comply with the Data Protection Legislation.
- 6.4. If SureCloud sub-contracts the processing of any Customer Personal Data to any third party on behalf (directly or indirectly) of Customer including any Sub-processor authorised pursuant to paragraph 6.1 or 6.2 above (each a "**DP Sub-processor**"), SureCloud will enter into a written agreement with such DP

Sub-processor that contains terms substantially the same as those set out in this Schedule 1, in particular, in relation to requiring appropriate technical and organisational data security measures.

- 6.5. SureCloud will remain fully liable to Customer for each of its DP Sub-processors' performance of their respective agreement obligations in relation to the processing of Customer Personal Data.

7. Customer's obligations in relation to processing Customer Personal Data

7.1. Customer will:

- 7.1.1. comply with its obligations under the Data Protection Legislation which arise in relation to this Agreement and the receipt of the Services;
- 7.1.2. not do or omit to do anything which causes SureCloud to breach any of its obligations under the Data Protection Legislation; and
- 7.1.3. reimburse SureCloud for any reasonable costs reasonably incurred by SureCloud in performing its obligations under paragraphs 2.1.7, 4 and 5 in this Schedule 1, in each case except to the extent that such costs were incurred as a result of any breach by SureCloud of any of its obligations under this Schedule 1 or the Data Protection Legislation.

7.2. Customer represents, warrants and undertakes to SureCloud that:

- 7.2.1. Customer (and any other sub-contractor of Customer) has obtained Customer Personal Data in accordance with the Data Protection Legislation and has provided (or will provide) all necessary notices to data subjects whose Personal Data comprises part of Customer Personal Data; and
- 7.2.2. it has (or will at the required time have) one or more valid grounds for SureCloud's (and any DP Sub-processor's and their sub-sub-processor's) processing of Customer Personal Data in accordance with this Agreement, so that SureCloud's (and any DP Sub-processors and their sub-sub-processors) processing of Customer Personal Data in accordance with this Agreement complies with the Data Protection Legislation.

SCHEDULE 2 – PROCESSING ACTIVITIES

1. Subject-matter, nature and purpose of the processing:

SureCloud will process Customer Personal Data for and behalf of Customer and its Affiliates and in accordance with Customer's instructions for purposes of providing Software Services in accordance with this Agreement.

Such purposes may include:

- Hosting purposes: to host Customer Personal Data in the Software Services;
- Storage Purposes: to provide storage of Customer Personal Data;
- Business Purposes: to provide business products and services to Customer.

2. Duration of processing:

Processing of Customer Personal Data by SureCloud shall be for the Term of the Agreement, provided that Customer Personal Data shall not be processed for longer than is necessary for the purpose for which it was collected or is being processed (except where a statutory exception applies).

3. Personal Data in scope:

Supplier may process the following types/categories of Customer Personal Data:

Personal Data, consisting of:

- personal details and contact details including name, email address, postal address, telephone number; and
- employment information including title, role.

4. Persons affected (data subjects):

The group of data subjects affected by the processing of their Personal Data consists of:

- Customer's employees and staff.

SCHEDULE 3 – PROFESSIONAL SERVICES ADDENDUM

1. Definitions and interpretation

"**Deliverables**" means those deliverables specified in the relevant Sales Order.

2. Provision of Professional Services

- 2.1. SureCloud shall provide the Professional Services to Customer in accordance with the Sales Order, this Schedule 3 and the Agreement.
- 2.2. SureCloud shall use reasonable endeavours to meet any time quoted in the relevant Sales Order for completion of any part of the Professional Services but all dates with respect to the performance of the Professional Services are estimated and time shall not be of the essence.
- 2.3. If Customer fails to comply with any of the provisions set out in paragraph 3, SureCloud may (without prejudice to any of its other rights or remedies) suspend the provision of the Professional Services until such failure has been remedied.
- 2.4. Where Customer wishes to cancel or reschedule the Professional Services, Customer shall notify SureCloud in writing not less than ten (10) days' prior to the commencement of the relevant Professional Services ("**Cancellation Notice**") and SureCloud shall provide Customer with an alternative date for the Professional Services to commence, provided always that Customer shall not be able to rearrange the relevant Professional Services more than once unless otherwise agreed with SureCloud.
- 2.5. If Customer fails to: (i) comply with the requirements in paragraph 2.4; or (ii) attempts to rearrange and/or cancel the relevant Professional Services more than once without the prior written approval of SureCloud, SureCloud shall be able to, at its sole discretion:
 - (a) charge Customer 50% of the Fees that would have been payable by Customer if the Professional Services had been fully performed; and/or
 - (b) terminate the relevant Professional Services without any liability to Customer.

3. Customer's obligations

Customer shall:

- 3.1. provide SureCloud (at no charge to SureCloud) with all necessary information, facilities and support reasonably required by SureCloud to provide the Professional Services under this Agreement including, but not limited to, adequate office accommodation, a secure work space and telephone services at Customer's premises, access to the applicable computers, software, information, data, hardware and systems of Customer and full access to the areas and premises in which the Professional Services are to be performed;
- 3.2. ensure that remote access as specified by SureCloud from time to time is installed and operated in conjunction with relevant systems at Customer's own cost and expense, for the purpose of assisting SureCloud in its provision of the Professional Services;

- 3.3. ensure that all applications, data, interfaces, tools, software, hardware and equipment within its control, used in conjunction with the Professional Services, are properly maintained;
- 3.4. ensure that the use, copying or modification of all computers and operating systems and any other hardware or software which SureCloud is asked or permitted to undertake in connection with any of the Professional Services does not infringe any Intellectual Property Right or other right of any third party;
- 3.5. ensure that it co-operates fully with SureCloud in relation to the provision of the Professional Services;
- 3.6. be fully responsible for all applications, data, interfaces, hardware and equipment within its control unless agreed otherwise.

4. Warranty

4.1. SureCloud warrants that:

- (a) the Professional Services will be performed with reasonable skill and care; and
- (b) the Deliverables will materially conform with the applicable specifications set out in the relevant Sales Order for that Deliverable.

4.2. In the event of a breach of the warranties set out in paragraph 4.1 of this Schedule 3, SureCloud shall, at its option:

- (a) re-perform the non-conforming Professional Services; or
- (b) provide a pre-rata refund of the fees paid for the non-conforming Professional Services or Deliverable(s).

4.3. The remedy set out in paragraph 4.2 of this Schedule 3 shall be Customer's sole and exclusive remedy for a breach of the warranties set out in this paragraph 4.

4.4. The warranties set out in this paragraph 4 shall not apply if:

4.4.1. the Professional Services and/or Deliverables are not used by Customer in accordance with this Agreement or any other documentation provided by SureCloud;

4.4.2. the breach of any warranty is as a result of any modification, repair or addition to the Professional Services and/or Deliverables made by any person other than SureCloud (or any person authorised by SureCloud in writing); or

4.4.3. the breach of any warranty is as a result of any fault in any equipment or software used by Customer in conjunction with the Professional Services and/or Deliverables.

4.5. Unless otherwise expressly set out in this Agreement, SureCloud does not warrant that the Professional Services and/or Deliverables are fit for Customer's purposes, are error free, or are compatible with any hardware or software not specified in the relevant Sales Order.

SCHEDULE 4 – SERVICE LEVEL AGREEMENT

4.1. Platform availability

The platform availability is our commitment to ensure that the platform is available for use 99.9% of the time. Platform availability is calculated as follows: Total number of minutes in a month – Downtime / Total number of minutes in a month.

“Downtime” is defined as the total minutes per month during which the SureCloud service is unavailable, excluding planned downtime.

“Planned Downtime” is defined as any period of downtime which is communicated and planned by SureCloud in advance. SureCloud will endeavour to ensure that these periods occur out of business hours, but emergency planned downtime may be unavoidable in some rare instances.

4.2. Technical support

Issues raised through SureCloud’s service desk will be categorized as follows.

Priority	
Urgent	• SureCloud solution not available for all users within an organization • No viable workarounds in place or possible
High	• SureCloud solution not available for a number of users within an organization. • SureCloud solution disruption where users are blocked or prevented from continuing work. • SureCloud solution change request which is causing significant or un-due usability issues • Workaround possible but not sustainable long term.
Normal	• SureCloud solution disruption affecting one or more users where the designed use of the system is impeded. • Workaround possible and viable long term. • User Administration • SureCloud solution change request
Low	• Non-production issues of any type. • Documentation updates • SureCloud solution issues which can be reasonably be worked around. • Changes which have no or low business impact.
N/A	• SureCloud solution change request which requires a platform enhancement

4.3. Service Levels

SureCloud provide the following service levels against issues raised.

	Definition
First Reply Time	The time between a ticket submitted to the service desk and the first response to the originator of the ticket from a Customer Success consultant.

SureCloud will provide the following service levels in relation to technical support (all timings are within contracted support hours):

	Urgent	High	Normal	Low
First Reply Time	2 hours	4 hours	8 hours	16 hours
Next Reply Time	2 hours	4 hours	8 hours	24 hours
Periodic Update	4 hours	8 hours	2 days	5 days