Master Services Agreement

These terms and conditions ("Terms and Conditions"), together with the Schedules, SLA, Documentation, DPA ("MSA") and any fully executed Work Orders shall constitute the legally binding agreement (the "Agreement") entered into by and between the Customer and/or its Affiliates named on the Work Order(s) (and the applicable Supplier entity and its Affiliates (as each named in any fully executed Work Order) in relation to the provision of any of the Application Services and/or Professional Services as detailed within such Work Orders.

The rights and obligations of the Parties in relation to any ordered Application Services and Professional Services shall be governed by the Agreement. In the event of any conflict or inconsistency between certain provisions contained within different documents that constitute the Agreement, the following order of precedence shall prevail with respect to resolving such conflict or inconsistency: (1) the Order Form(s); (2) the MSA; and (3) the SOW(s).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions set forth herein.

This MSA was last updated on 6 November 2023.

1. Definitions

1.1. In the Agreement, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Agreement or attachments hereto:

a) "**Affiliate**" or "**Affiliates**" means, with respect to a Party, any entity controlling, controlled by or under common control with such Party with "**control**" meaning the power (whether direct or indirect) to direct or cause the direction of an entity's affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and within "**controlling**" and "**controlled**" being construed accordingly;

b) "**Applicable Laws**" means all applicable federal, state, local and foreign laws, statutes, ordinances, rules, regulations and directives of the jurisdiction applicable to Supplier in relation to the provision of any of the Application Services and Professional Services;

c) "**Application Services**" means Hosting Services, the provision of and access to the Tenant, and the services otherwise set out in the SLA;

d) "**Customer Data**" means the data uploaded by the Customer into the Tenant;

e) "**Confidential Information**" has the meaning set out in Section 7.1;

f) "**Documentation**" means the documentation made available to the Customer by Supplier that refers to and governs the performance of the Application Services available at: http://docs.orgvue.com;

g) "**Effective Date**" means the date on which the Services commence, as set out in the applicable Work Order;

h) "**Fees**" means the fees for the Application Services or Professional Services, as more particularly detailed in the applicable Work Order;

i) "**Force Majeure**" means any cause beyond a Party's reasonable control, as a result of which such Party is unable to perform its obligations under this Agreement. Such causes include but are not limited to acts of fire, flood, explosion, war, embargo, government requirement, civil or military authorities, Acts of God, labor conflicts, acts of war, civil disruption, public utility failures, industry wide shortages of labor or material, or other causes beyond the reasonable control of the Party seeking to rely on this Section to excuse its delay or failure; provided that such Party will not have contributed in any way to such event;

j) "**Hosting Services**" means the services provided by Supplier to allow Users to access and use the Tenant, including hosting set-up and ongoing services, as more particularly set out in the Work Order;

k) "**Initial Term**" means the initial term of each Service as set out in each Work Order;

l) "**Insolvency Event**" means an event in which a Party ceases doing business as a going concern or makes an assignment for the benefit of creditors or is unable to pay its debts as they become due or files a voluntary petition in bankruptcy or is adjudicated a bankrupt or files a petition seeking for itself any reorganization, arrangement, readjustment, liquidation or dissolution under any present or future statute or regulation or is the subject of an involuntary petition in bankruptcy or files an answer admitting the material allegations of a petition filed against it in any such proceeding or consents to or acquiesces in the appointment of a receiver or liquidator with respect to all or any substantial portion of its assets or properties;

m) "**Intellectual Property Right(s)**" means rights of ownership of any kind of intellectual property, including copyrights, patents, trademarks, service marks, trade secrets, rule sets, and all other intellectual property and all rights therein, and the right to apply for, register, obtain, hold, extend and renew any of the foregoing;

n) "**Order Form**" means an order form relating to the provision of any of the Application Services or the Professional Services to be provided to the Customer.

o) "**Order Term**" means the Initial Term and any subsequent Renewal Terms;

p) "**Personal Data**" has the meaning set forth in the DPA (as defined in Section 3.1 below);

q) "**Professional Services**" shall mean implementation services, consulting and/or training services and/or other professional services as specified in a Work Order;

r) "**Renewal Term(s)**" has the meaning set forth in Section 5.3;

s) "**Schedules**" means the schedules to these Terms and Conditions;

t) "**Services**" means the Application Services and/or the Professional Services.

u) "**Software**" means the proprietary modules of Supplier's software application;

v) "**Statement of Work**" or "**SOW**" means the document outlining the Professional Services;

w) "**Tenant**" means the Customer's dedicated instance of the Software; and

x) "**Work Order**" shall mean the applicable Order Form or Statement of Work.

In the Agreement:

1.2. the words "include", "includes", "including", "included", "in particular" shall be construed without limitation and the words "other" and "otherwise" are illustrative and shall not limit the generality of any preceding words;

1.3. any reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement and includes any statute, statutory provision, subordinate legislation, enactment, order, regulation, rules or other similar instrument, as from time to time amended, superseded, replaced, consolidated or re-enacted (with or without modification).

1.4. The Supplier and its Affiliates shall be entitled to provide the Services for Customer and the Supplier and its Affiliates shall, subject to the acceptance of Work Orders, provide the Services for Customer. In the event that an Affiliate of the Customer procures the Services and/or an Affiliate of the Supplier provides the Services, the terms and conditions contained in this Master Services Agreement shall govern the provision of Services to the Customer Affiliate by the Supplier Affiliate and each respective Affiliate agrees to be bound by the terms of this Agreement.

2. Ordering Procedure

2.1. The Customer may order Services by completing and executing a Work Order.

3. Data Security

3.1. Supplier will maintain proper administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the security provisions ('Security Provisions') at https://www.orgvue.com/legal/terms-and-conditions/orgvue-security-provisions/ and the Data Processing Agreement ("DPA") available at https://www.orgvue.com/legal/terms-and-conditions/data-processing-agreement/ are hereby incorporated by reference.

4. Fees

4.1. The Customer shall pay Supplier the Fees for Application Services annually in advance.

4.2. The Customer shall pay Supplier the Fees for Professional Services in accordance with the applicable Work Order.

4.3. The Customer shall pay Supplier for all other pre-approved, such approval not to be unreasonably withheld or delayed, applicable fees and out-of-pocket expenses (including, but not limited to, reasonable and customary travel, accommodation, and living expenses) incurred by Supplier in the performance of the Services.

4.4. The Customer shall pay each undisputed invoice within thirty (30) days of its invoice date. The Customer shall not be permitted to make any deduction from the Fees whether in respect of set-off, counterclaim or otherwise.

4.5. Without prejudice to any of its other rights, if the Customer fails to make any payment when due, Supplier shall be entitled to:

a) suspend provision of the Services for so long as any payment due hereunder remains outstanding; and/or

b) charge interest on the overdue amount at the greater of 5% or the maximum rate allowable per the Applicable Law on all such past due amounts.

4.6. All Fees set forth in the Agreement are exclusive of applicable taxes and duties, including applicable sales or usage tax. The Customer will provide Supplier with any information Supplier may reasonably request in order to determine whether Supplier is obligated to collect sales or usage tax from the Customer, including the Customer's tax payer identification number. If the Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, the Customer is responsible for providing Supplier with legally sufficient tax exemption certificates or other comparable documentation for each taxing jurisdiction. Supplier will apply the tax exemption certificates or other documents to charges under the Customer's account occurring after the date Supplier receives the tax exemption certificates or other comparable documents, and shall have no obligation to recognise any tax exemption for any period before it received a tax exemption certificate or other comparable document.

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4.7. The Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, the Customer shall pay to Supplier such additional amount as will ensure that Supplier receives the same total amount that it would have received if no such withholding or deduction had been required.

5. Term and Termination

5.1. <u>Agreement Term</u>. This Agreement will remain in effect until terminated in accordance with this Section 5.

5.2. <u>Work Orders.</u> The Initial Term for each Work Order will commence on the Effective Date of that Work Order and will continue for the Initial Term subject to earlier termination as provided in this Agreement.

5.3. <u>Renewal Term.</u> The term of each Order Form for Application Services shall automatically renew for consecutive one (1) year periods (each, a "Renewal Term" and, collectively with the Initial Term, the "Order Term") unless either Party provides not less than ninety (90) days' prior written notice of its desire not to renew in which event the Term shall expire at the conclusion of the Initial Term or Renewal Term, as the case may be.

5.4. <u>Termination for Breach</u>. If either Party breaches a material term of a Work Order, or a material term of this Agreement, the non-breaching party may terminate the applicable Work Order in the event that the breach is not cured within thirty (30) days after receipt by the breaching Party of written notice with a detailed description of the breach.

5.5. <u>Termination For Bankruptcy of Insolvency</u>. Notwithstanding anything herein to the contrary, this Agreement shall terminate immediately in the event that the other Party suffers an Insolvency Event.

5.6. <u>Termination For Force Majeure</u>. If any Force Majeure event relied upon by either Party shall have been continually relied upon for more than sixty (60) consecutive days by such Party, and is continuing, the other Party shall be entitled to terminate the affected Work Order immediately upon written notice to the other Party.

5.7. <u>Effect of Termination of Agreement</u>. Upon and after the termination or expiration of the Agreement:

    a) the Customer's rights granted under the Agreement, as applicable, will immediately terminate and the Parties shall cease all activities hereunder;

    b) all Work Orders will automatically terminate; and

    c) Supplier shall, within three (3) months of termination of the Agreement, delete all Customer Data from its IT systems.

5.8. <u>Effect of Termination of Work Order</u>. Upon and after the termination or expiration of a Work Order:

    a) the Customer's rights granted under the Work Order, as applicable, will immediately terminate and the Parties shall cease all activities thereunder;

    b) all amounts specified under the Work Order, as applicable, shall become due and payable upon the effective date of expiration or termination of such Work Order;

    c) Supplier shall, on the Customer's written request and, at the Customer's reasonable cost, provide reasonable assistance with the migration of any Customer Data related to the Work Order, as applicable, to the Customer's IT systems; and

    d) Supplier shall, within three (3) months of termination of the Agreement, delete all Customer Data from its IT systems related to the Work Order being terminated.

5.9. <u>Survival</u>. Notwithstanding anything to the contrary herein, Sections 3, 4, 6, 7, 8, 9, 10, Schedule 1: Section 4, and Schedule 2: Section 3 shall survive termination or expiration of the Agreement or any applicable Work Order.

6. Warranties and Representations

6.1. Each Party represents that it has validly entered into the Agreement and has the legal power to do so.

6.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY OTHER REPRESENTATION, WARRANTY, CONDITION OR PROMISE OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, CUSTOMARY, A COURSE OF DEALING OR TRADE PRACTICE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF THE SOFTWARE, TENANT, THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT AS A WHOLE, WHETHER MADE IN WRITING OR ORALLY. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED TERMS, WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE, TENANT OR SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THEY WILL OPERATE UNINTERRUPTED OR ERROR FREE.

7. Confidentiality

7.1. "Confidential Information" means any non-public, proprietary or sensitive information that is disclosed, whether orally, electronically, in writing or otherwise, including copies, or otherwise made available by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether before or after the Effective Date of this Agreement, that is designated as confidential or proprietary, or that the Receiving Party should reasonably understand to be confidential or proprietary given the nature of the information and the circumstances of disclosure. Confidential Information includes (a) for Customer, all Customer Data transmitted to or from, or stored on, the Application Services; (b) for Supplier, the Application Services, Software, and Documentation; and (c) for both parties, any information concerning the Disclosing Party and/or its Affiliates' products, pricing, business infor-

mation, marketing strategies, financial affairs, employees, customers or suppliers, information concerning marketing plans, research and development efforts, inventions, trade secrets, requirements, software (including software provided by third parties), equipment, technology, names and other identifying information relating to the Customer's and its Affiliates' employees, suppliers, Customers or customers (including names and other information related to Customers), Personal Data, price lists, pricing policies, financial information, business methods, processes and procedures, ideas, concepts, techniques, the terms of the Agreement, the results of services performed under any Work Order, and any other information and data.

7.2. Other than Customer Data or Customer Personal Data, "Confidential Information" does not include any particular information of the Disclosing Party that the Receiving Party can demonstrate: (i) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (iv) was independently developed by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential information.

7.3. Each Party shall keep confidential and shall not make available or disclose the Confidential Information of the other Party to any person, or make or permit any use of such Confidential Information without the prior written consent of the other Party, except that such Confidential Information may be made available or disclosed to and used by those, and only those, of the staff of the receiving Party and/or third party suppliers to either party who are under the same or similar obligations of confidentiality as are required for the purpose of fulfilling the receiving Party's obligations under the Agreement.

7.4. Each Party shall take all reasonable steps to ensure that any such Confidential Information disclosed to any person in accordance with this Section 7 is treated as confidential by the person to whom it is disclosed and shall require its subcontractors to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Information than those imposed upon under the Agreement. The Receiving Party shall protect the confidentiality and integrity of the Disclosing Party's Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than reasonable care.

7.5. Nothing in this Section 7 shall prevent either Party from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law; provided, however, that a Party shall, if legally permitted, give the other Party prior reasonable notice as soon as possible, of such required disclosure so as to enable the other Party to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure.

7.6. Without prejudice to any other rights or remedies that a Party may have, both Parties acknowledge and agree that the other Party may not have an adequate remedy at law for any breach of the provisions of this Section 7, and that therefore the other Party shall be entitled to equitable relief including injunctive relief.

7.7. The obligations contained in this clause 7 shall remain in force for a period of two (2) years after the end of this Agreement unless otherwise agreed by the Parties in writing.

8. Indemnification

8.1. Subject to Sections 8.2 and 8.5 below, Supplier will indemnify and defend the Customer and its Affiliates and its and their agents, directors, officers, representatives, attorneys, and employees from any damages, attorney fees and costs finally awarded against the Customer arising out of any claim, demand, suit or proceeding made or brought against the Customer by a third party ("Claim") alleging that the Services infringe(s) or misappropriate(s) such third party's Intellectual Property Rights. If the Customer receives such a Claim, Supplier may, in its sole discretion and at no cost to the Customer:

   a) modify the infringing item so that it no longer infringes or misappropriates, without breaching Supplier's warranties; and

   b) obtain a license for the Customer's continued use of the Services in accordance with the Agreement.

8.2. The indemnification obligations contained within Section 8.1 above do not apply if:

   a) the allegation does not state that the Services are the basis of the Claim; or

   b) a Claim arises from the use or combination of the Services or any part thereof with software, hardware, data or processes not provided by Supplier, if the Services or use thereof would not infringe without such combination; or

   c) Customer fails to take all commercially reasonable steps to mitigate losses which would otherwise be indemnified under this Agreement.

8.3. Subject to Section 8.5 below, Supplier will indemnify and defend the Customer and its Affiliates from any damages, attorney fees and costs finally awarded against the Customer arising out of any Claim to the extent caused by, or resulting from breach by Supplier of its obligations under the Security Provisions and will indemnify the Customer from any damages, attorney fees and costs finally awarded against the Customer as a result of the same.

8.4. Subject to Section 8.5 below, the Customer will indemnify and defend Supplier and its Affiliates and its and their agents, directors, officers, representatives, attorneys, and employees from any damages, attorney fees and costs finally awarded against the Supplier arising out of a Claim made or brought against Supplier by a third Party alleging that:

   a) any of the Customer Data, the Customer's use of the Customer Data with the Application Services or the Supplier's use of the Customer Data with the Professional Service, infringes or misappropriates such third party's Intellectual Property Rights;

b) data, a database, software or an application provided by the Customer, or Customer's use of such software or application in combination with the Services, infringes or misappropriates such third party's Intellectual Property Rights; and/or

c) the Customer's use of the Application Services is unlawful or in violation of the Agreement, the Documentation, or Work Order.

8.5. The indemnifications obligations contained in this Section 8 will only apply where, and shall be conditional upon, the indemnified Party: (a) promptly giving the indemnifying Party written notice of the Claim; (b) giving the indemnifying Party sole control of the defense and settlement of the Claim (except that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) giving the indemnifying Party all reasonable assistance, at the indemnified Party's expense.

8.6. This Section 8 is the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any Claim.

9. Limitation of Liability

9.1. The limitations in Sections 9.2, 9.3 and 9.4 shall not apply in respect of any liability arising out of: (a) the Parties' indemnity obligations in Sections 8.1 and 8.4, (b) death or personal injury resulting from any negligence of Supplier, its employees or agents; and (c) for fraud or fraudulent misrepresentation on the part of Supplier; and (d) gross negligence or wilful misconduct of the Party to be charged or any person for whom it is responsible.

9.2. SUBJECT TO SECTION 9.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY PARTY CLAIMING THROUGH OR UNDER THE OTHER PARTY FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, CONTRACTS AND ANTICIPATED SAVINGS, OR SOFTWARE, EQUIPMENT DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSSES, COSTS, CHARGES, EXPENSES OR DAMAGES, HOWEVER ARISING, RESULTING FROM THE AGREEMENT OR THE PERFORMANCE OR USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. SUBJECT TO SECTIONS 9.1 AND 9.4 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER SHALL BE LIMITED TO THE FEES PAID BY THE CUSTOMER TO SUPPLIER UNDER THE AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CAUSE OF ACTION AT ISSUE (OR, IF THE RELEVANT LIABILITY ARISES WITHIN THE PERIOD OF 12 MONTHS AFTER THE DATE OF THE AGREEMENT, AN AMOUNT EQUAL TO THE FEES LIKELY TO BE PAYABLE BY THE CUSTOMER TO SUPPLIER IN THE FIRST 12 MONTHS OF THE DATE OF THE AGREEMENT).

9.4. SUBJECT TO SECTION 9.3, SUPPLIER'S TOTAL AND AGGREGATE LIABILITY TO THE CUSTOMER UNDER SECTION 8.3 SHALL BE LIMITED TO THE VALUE OF £1,000,000 (ONE MILLION POUNDS STERLING).

10. Insurance

10.1. During the term of this Agreement, Supplier shall maintain insurance coverage, with one or more insurance companies that have a rating of A minus or better and a financial size category of VIII or larger, (both as determined by A. M. Best & Company). Supplier shall, upon request by Customer, furnish adequate proof of the foregoing insurance.

11. Miscellaneous

11.1. Third party rights. The parties to the Agreement do not intend for any of its term to be enforceable by any person who is not a Party to the Agreement, whether or not such right is imposed by an Applicable Law relating to third party rights.

11.2. Entire Agreement. The Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings, communications or statements of any nature made by the parties, whether oral or written, with respect to such subject matter. The rights, powers and remedies provided in the Agreement are cumulative and (unless otherwise provided in the Agreement) are not exclusive of any rights, powers and remedies provided by law or otherwise.

11.3. No Reliance. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other Party under or in relation to the Agreement, save those expressly set out in the Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under the Agreement. Each Party acknowledges and agrees that nothing in this Agreement is intended to limit or exclude any Party's liability for fraudulent misrepresentation.

11.4. Modification. No variation of the Agreement shall be effective unless made in writing and signed by the parties hereto or their duly authorised representatives.

11.5. Forbearance. No relaxation, forbearance or indulgence by either Party in enforcing any of the terms or conditions of the Agreement against the other or the granting of time by either Party to the other shall be deemed to be a waiver or shall prejudice, affect or restrict the rights and powers of that Party against the other, nor shall any waiver by either Party of any breach by the other operate as a waiver of or in relation to any other, subsequent or continuing breach of the Agreement.

11.6. Severability. If any provision of the Agreement is found by any court, regulatory or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision in question is not of a fundamental nature to the Agreement as a whole, such provision shall be severed and the legality, validity and enforceability of the remainder of the Agreement (including the remainder of the provision which contains the relevant provision) shall not be affected. If, as a consequence of the foregoing,

the accomplishment of the purpose of the Agreement is prevented, the parties shall immediately commence good faith negotiations to agree upon any lawful and reasonable changes to the Agreement that may be necessary to effect, as close as possible, the commercial intent of the Agreement.

11.7. Publicity. The Customer hereby acknowledges and agrees that: (a) Supplier shall be entitled to refer to the Customer, using Customer's logo, brand, or trademark, on Supplier's website, customer or reference lists, sales, and marketing materials; and (b) the Customer shall participate in Supplier's marketing endeavours.

11.8. Assignment. Except as otherwise expressly provided herein, neither Party may transfer, assign, mortgage, encumber the Agreement or any of its rights or interests hereunder, nor declare a trust of such interests , without the prior written consent of the other Party. Any attempted assignment, in contravention of this provision shall be null and void, and of no force or effect.

11.9. Costs and Expenses. Each Party shall bear its own costs and expenses in connection with the negotiation, preparation and signature of the Agreement.

11.10.   Counterparts & Execution. The Agreement may be entered into by the parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument.

12. Governing Law.

12.1. The Governing Law and Jurisdiction is dependent on where the Customer is incorporated.

12.2. If the Customer is incorporated outside of North America, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claim) shall be governed by, and construed in accordance with, the laws of England and Wales and each Party irrevocably agrees to submit to the sole and exclusive jurisdiction of England and Wales.

12.3. If the Customer is incorporated within North America, any dispute or claim arising out of or in connection with it or i ts subject matter or formation (including non-contractual disputes or claim) shall be governed by, and construed in accordance with, the domestic laws of the State of New York and each Party irrevocably agrees to submit any disputes and claims (including non-contractual) to the sole and exclusive jurisdiction of New York. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Schedule 1: Application Services

1. Definitions

In this Application Services Schedule, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Schedule, other Schedules and/or the Terms and Conditions:

a) **"Customer Administrator"** means the individual appointed by the Customer, as detailed on the Work Order, who is responsible for the administration of the Tenant;

b) "**Content**" means all content generated by the Software using Customer Data, including graphs, charts, images, reports and other visual representations of the Customer Data;

c) "**Good Industry Practice**" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector offering the same services to a Customer of similar standing;

d) "**Hosting Provider**" means Amazon Web Services ("AWS") of 1200 12th Ave S, Ste 1200, Seattle, WA 98144 United States through one of AWS' Subsidiaries;

e) **"Implementation SOW"** means the SOW which sets out the Implementation Services;

f) **"Learning Management System"** means Supplier's learning management system accessible by the Customer;

g) "**Limitations**" means the aggregate number of unique records (i.e. people and roles) that a Customer is permitted to analyse within the Tenant as set out in the Order Form;

h) "**SLA**" means the service level agreement available at https://www.orgvue.com/legal/terms-and-conditions/service-level-agreement/ or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Supplier in its sole discretion;

i) **"User Management"** means the administration of User access to the Tenant;

j) **"User"** means those persons authorized by the Customer Administrator to access the Tenant;

k) **"Virus"** means any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.

2. Application Services

2.1 Upon a Work Order being fully executed by both Parties, Supplier shall, during the Term, provide to the Customer the Application Services ordered within such Work Order.

2.2 Supplier shall use commercially reasonable efforts to ensure the Software is free of all Viruses throughout the Term of the Agreement.

2.3 Supplier shall make the Application Services available in accordance with the time periods outlined in SLA.

2.4 Supplier shall perform the Application Services in accordance with and subject to:

    a) these Terms and Conditions;

    b) the SLA;

    c) the Security Provisions;

    d) the DPA;

    e) the Documentation;

    f) the applicable fully executed Work Order; and

    g) Good Industry Practice.

The Customer acknowledges and agrees that the Solutions (as defined within the SLA) shall be, and contain, Supplier's sole liability and the Customer's exclusive remedies in respect of any failure to provide the Services in accordance with the Agreement.

2.5 The Supplier shall grant the Customer access to the Learning Management System during the Order Term.

3. Customer Responsibilities

3.1 The Customer shall:

    a) follow Supplier's instructions and in accordance with the Documentation for access to the Tenant and use of the Software;

    b) ensure that the Tenant is accessed and the Application Services are used properly by Users in accordance with Supplier's instructions and the Documentation;

    c) train its Users to use the Application Services, including by completing (and requiring them to complete) the training in the Learning Management System;

    d) make available to Supplier such information as is required to enable Supplier to perform the Application Services; and

    e) provide Supplier with all necessary co-operation in relation to the Agreement.

3.2 The Customer shall appoint a Customer Administrator who shall be responsible for User Management, including the setting up of Users and removing Users when they cease to be authorised to use the Application Services. The Customer shall ensure that the Customer Administrator and each User is an employee of the Customer with sufficient skills, training and seniority to undertake the roles and responsibilities referred to in this Section 3.2.

3.3 In relation to the Users and Limitations, the Customer undertakes that:

    a) it shall comply with the Limitations;

    b) the Supplier or the Supplier's designee may, upon reasonable prior notice to the Customer, the Customer will grant temporary access to Supplier or Supplier's designee to inspect and audit the Customer's compliance with the Limitations and the Agreement at any point during the Term. Each such request may be made no more than once per year; and

    c) if any of the requests referred to in Section 3.3(b) above reveal that the Customer has exceeded the Limitations and therefore underpaid Fees to Supplier, then without prejudice to its other rights, Supplier may request that the Customer shall pay to Supplier an amount equal to such underpayment, as well as paying all reasonable costs incurred by Supplier in analyzing the information provided to it by the Customer to demonstrate its compliance.

3.4 The Customer shall not access, store, distribute or transmit any Viruses during the course of its use of the Services and Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Tenant if the Customer breaches the provisions of this Section 3.4;

3.5 The Customer shall not access, store, distribute or transmit any material 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, religious belief, sexual orientation, disability; or

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

and Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Tenant if the Customer breaches the provisions of this Section 3.5.

3.6 The Customer shall not:

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

        i. 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;

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

b) access all or any part of the Application Services, Software, Tenant and Documentation in order to build a product, software or service which competes with the Application Services and/or the Software;

c) use the Application Services, Software, Tenant and/or Documentation to provide a service bureau or to provide services to third parties;

d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Application Services, Software, Tenant and/or Documentation available to any third Party except the Users; or

e) attempt to obtain, or assist third parties in obtaining, access to the Application Services, Software, Tenant and/or Documentation, other than Users.

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

3.8 Supplier shall not be liable for any breach of the Agreement that is caused by the Customer's failure to comply with this Section 3.

4. Proprietary Rights

4.1 Application Services.

a) Supplier and its Affiliates reserve all of their right, title and interest in and to the Software including any new features, developments and enhancements to the Software, and all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

b) Subject to the Customer making payment in accordance with Section 4, of the MSA, and complying (and ensuring that its Users and other staff comply) with the Customer Responsibilities in Section 3 of this Schedule, Supplier hereby grants to the Customer a non-exclusive, non-transferable, and non-sublicensable right to permit the Users to access the Tenant for the purposes of using the Software and the Documentation during the Initial Order Term (and any subsequent Renewal Order Terms) of the Work Order solely for the Customer's internal business operations.

c) Supplier acknowledges and agrees that the Customer shall own all rights (including Intellectual Property Rights), title and interest in and to all of the Customer Data and Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the same.

d) The Customer hereby grants to Supplier and its Hosting Provider a limited, revocable, royalty-free, fully-paid up, worldwide, non-exclusive, non-transferable and non-sublicensable right to host, display and use the Customer Data and the Content as necessary or useful in order to provide the Application Services for Customer's benefit as provided in the Agreement and/or to enforce the Agreement.

e) The Customer acknowledges and agrees that Supplier collects email addresses of all Customer Administrators and shall utilise these details solely for the purposes of contacting the Customer Administrators in order to provide support or information in regards to the Software or Tenant.

f) Notwithstanding anything in this Agreement to the contrary, each Party shall be entitled to use any know-how, techniques, methodologies, programming methods, industry knowledge, or improvements thereupon, which may be retained in the minds of employees, agents, subcontractors, representatives and service providers of the party seeking to use the foregoing who have had access to Confidential Information of the other party.

5. Warranties and Representations

5.1 Each Party represents that it has validly entered into the Agreement and has the legal power to do so.

5.2 Supplier warrants that (a) it has all rights and permissions required to grant the licenses contained in the Agreement and to provide the licenses; and (b) during the Term:

a) the Application Services will perform materially in accordance with the applicable Documentation; and

b) it will not materially decrease the overall functionality of the Application Services.

Schedule 2: Professional Services

1. Definitions

In this Professional Services Schedule, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Schedule, other Schedules and/or the Terms and Conditions:

   a) **"Deliverable(s)"** shall mean all reports and other deliverables prepared for and furnished to Customer by Supplier pursuant to an executed SOW;

   b) **"Personnel"** shall mean Supplier's personnel and personnel of Supplier's authorized subcontractors performing the Professional Services;

   c) **"Work Product"** shall mean any ideas, concepts, know-how, techniques, code, materials, software, documentation and other work product (on whatever media), tools questionnaires and assessments, modules, courses, frameworks, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Professional Services, including the solutions themselves arising out of or resulting from the Professional Services and/or created or developed under in connection with a SOW.

2. Professional Services

2.1 The Customer acknowledges that there are lead times between ordering Professional Services, agreeing to the terms of the applicable SOW, and commencing and performing Professional Services. Each Party shall co-operate fully with the other party when ordering and agreeing to a Work Order to ensure that the demands and expectations of each Party are met.

2.2 The Supplier will provide the Professional Services in accordance and subject to

   a)   these Terms and Conditions;

   b)   the applicable Work Order;

   c)   the Security Provisions;

   d)   the DPA; and

   e)   Good Industry Practice.

2.3 The Customer shall: (i) co-operate with the Supplier in all matters relating to the Professional Services and shall ensure that each person with whom the Supplier engages in relation to the Professional Services has the authority to bind the Customer on matters relating to the Professional Services; (ii) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's Tenant and other facilities as required by the Supplier; (iii) provide, in a timely manner, such information as the Supplier may require, and ensure that it is accurate in all material respects; (iv) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Professional Services, the use of Customer Tenant and the use of the Customer's Data; and (v) comply with any other obligations set out in the applicable Work Order.

2.4 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

2.5 The acceptance by Customer of Deliverable(s) shall be subject to acceptance criteria set out in the applicable Professional Services SOW.

3. Proprietary Rights

3.1 Professional Services.

   a) Upon payment in full of Supplier's Fees for Professional Services, Customer will own the Deliverables, save that Supplier retains ownership of all Work Product, it being understood that none of the Work Product will contain Customer's Confidential Information. To the extent the Deliverables include any embedded Work Products, Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license

to use and copy the Work Products solely as part of the Deliverables and subject to the limitations herein on disclosure of Supplier materials and publicity. Customer agrees that, without Supplier's prior written permission, it will not, or permit any third party to (a) copy or reverse engineer any Work Product or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Work Product or Deliverable.

b)   All Intellectual Property Rights in and to the Work Product shall remain exclusively vested or exclusively vest in Supplier upon its creation.

4.   Warranties and Representations

4.1   Each Party represents that it has validly entered into the Agreement and has the legal power to do so.

4.2   Supplier warrants that (a) it has all rights and permissions required to grant the licenses contained in the Agreement and to provide the licenses; and (b) during the Term: the Application Services will perform materially in accordance with the applicable Documentation; and it will not materially decrease the overall functionality of the Application Services.

4.3   The Supplier warrants, represents and undertakes that the Professional Services shall be performed:

a)   with reasonable skill and care;

b)   in a timely and professional manner, in conformity with Good Industry Standards by a sufficient number of competent personnel with appropriate skills, qualifications and experience;

c)   materially in accordance with the applicable Professional Services SOW and all applicable provisions of this Agreement and such security policies as the Customer may from time to time notify to the Supplier in writing; and

the Deliverables will, for a period of thirty (30) days or such other date as may be agreed in the applicable Professional SOW (the "Warranty Period"), from the date of Acceptance (or if there is no acceptance, then from the date of provision of the relevant Application Services and/or Deliverables), conform to, and operate in accordance with the applicable Professional Services SOW.

5.   Subcontracting

5.1   Neither Party may delegate or sub-contract any obligation to be performed hereunder, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Each party shall remain responsible for the acts and omissions of its approved subcontractors.