Master Services Agreement

The Terms and Conditions, together with the Schedules, Security Provisions, SLA, Documentation, DPA ("MSA") and each fully executed Work Order shall constitute a legally binding agreement entered into by and between the Customer and Supplier in relation to the provision of the Application Services and/or Professional Services as detailed within such Work Order (the "Agreement").

The rights and obligations of the Parties in relation to any ordered Application Services and/or 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 DPA; (2) the Work Order; (3) the Terms and Conditions; (4) the Schedules; and (5) the Documentation.

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.

Terms and Conditions

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 (i) Hosting Services; (ii) the provision of and access to the Tenant; (iii) the provision of Success Packages; (iv) if opted-into by the Customer, the provision of and access to Henshaw; and (v) the services otherwise set out in the SLA, all as governed by these terms and conditions and Schedule 1 and, if applicable, Schedule 3;

d) "**Application Services Product(s)**" means the core product(s) and / or modules detailed in an Order Form, as more particularly set out at: https://www.orgvue.com/legal/terms-and-conditions/;

e) "**Customer Data**" means the data uploaded, submitted or otherwise inputted by the Customer into the Tenant;

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

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

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

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

j) "**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;

k) "**Hosting Provider**" means the Supplier's hosting provider, Amazon Web Services ("AWS") of 1200 12th Ave S, Ste 1200, Seattle, WA 98144 United States through one of AWS' Affiliates;

l) "**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;

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

n) "**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;

o) "**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;

p) "**Order Form**" means an order form relating to the provision of any of the Application Services or the Professional Services (as more particularly detailed in the SOW) to be provided to the Customer.

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

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

s) "**Professional Services**" shall mean activation services, consulting and/or training services and/or other professional services as specified in a Work Order and governed by the Terms and Conditions and Schedule 2 and the applicable SOW;

t) **"Regulator"** means any regulatory body and/or governmental supervisor with jurisdiction over the Customer**;**

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

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

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

x) "**Software**" means the proprietary modules of Supplier's software application, including Supplier's data visualisation tools such as graphs, charts, images and reports, as more particularly set out in the Order Form;

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

z) "**Success Package**" means on-going enhanced support services at the level set out in the applicable Order Form;

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

bb) "**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).

2. Ordering Procedure

2.1. The Customer and its Affiliates may order Services which shall be delivered by the Supplier or its Affiliates (each Party detailed in the applicable Work Order). The Parties shall agree, complete and execute a Work Order for it to become effective.

2.2. 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 MSA together with the Work Order 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 the MSA.

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. 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) are more particularly set out in the security provisions available at https://www.orgvue.com/legal/terms-and-conditions/orgvue-security-provisions/ or such other website address as may be notified to the Customer from time to time and as such document may be amended from time to time by Supplier in its sole discretion ('Security Provisions'). The Security Provisions are hereby incorporated by reference. The Parties shall enter into a Data Processing Agreement ("DPA") as attached as an Appendix to this MSA.

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. At the commencement of each year of the Order Term, Supplier reserves the right to increase the Fees for the Services by an amount not to exceed seven percent (7%) per year.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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. MSA Term. This MSA will commence on the date set forth above and shall remain in effect until terminated in accordance with this Section 5.

5.2. Work Orders. 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 MSA.

5.3. Renewal Term. The term of each Order Form for Application Services and Success Packages 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 Order Term shall expire at the conclusion of the Initial Term or Renewal Term, as the case may be.

5.4. Termination for Breach. If either Party materially breaches a term of a Work Order, or a term of this MSA, the non-breaching party may terminate the applicable Agreement 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. Irremediable Breach. Each Party shall have the right to terminate this MSA and all Agreements on written notice if the other Party breaches a material term of a Work Order or this MSA and such breach is incapable of being remedied.

5.6. Termination For Bankruptcy or Insolvency. Notwithstanding anything herein to the contrary, either Party may terminate this MSA and all Agreements in the event that the other Party suffers an Insolvency Event.

5.7. Termination For Force Majeure. 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 Agreement immediately upon written notice to the other Party.

5.8. Effect of Termination of MSA . Upon and after the termination or expiration of the MSA:

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

b) all Agreements will automatically terminate; and

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

5.9. Effect of Termination of an Agreement. Upon and after the termination or expiration of an Agreement:

a) the Customer's rights granted under the Agreement, 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 Agreement;

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 relevant Agreement , delete all Customer Data from its IT systems related to the Agreement being terminated.

5.10. Survival. 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 MSA or any applicable Agreement.

6. Warranties and Representations

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

6.2. Supplier warrants that in the event that it makes any amendments to either the Security Provisions or the SLA, it shall not materially diminish its responsibilities under the applicable document.

6.3. 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 date of this MSA , 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 information, 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 consistent with or required for the purpose of fulfilling the receiving Party's rights and 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 MSA. 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 the 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 by a third party ("Claim") against the Customer alleging that the Services and Documentation 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; 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 Services are not 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 or recommended 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 the 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 Data Processing Agreement and 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 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 Services, 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 Services is unlawful or in violation of the Agreement.

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 defence 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 either Parties': (a) indemnity obligations in Sections 8.1 and 8.4, (b) negligence resulting in death or personal injury; (c) fraud or fraudulent misrepresentation; and (d) gross negligence or wilful misconduct.

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 AGGREGATE 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. NOTWITHSTANDING SECTION 9.3, SUPPLIER'S TOTAL AND AGGREGATE LIABILITY TO THE CUSTOMER FOR BREACHES OF CONFIDENTIALITY (SECTION 7), BREACHES OF THE SECURITY PROVISIONS, BREACHES OF THE DPA OR, FOR THIRD PARTY CLAIMS UNDER SECTION 8.3 SHALL BE LIMITED TO THE GREATER OF THREE TIMES THE ANNUAL FEES PAID BY THE CUSTOMER TO THE SUPPLIER OR $1,000,000 (ONE MILLION US DOLLARS), (THE "SUPERCAP").

9.5. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL CAP AND THE SUPERCAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPERCAP.

10. Insurance

10.1. During the term of this MSA and for two (2) years thereafter, Supplier shall maintain insurance coverage, as detailed on the Supplier's broker's letter available at https://trust.orgvue.com/. Supplier warrants that it shall not materially diminish any of the coverage set out in the broker's letter during the Term.

11. Audit

11.1. The Supplier shall allow the Customer and any auditors of or other advisers to the Customer (who are under a duty of confidentiality no less stringent to the terms set out in the MSA) to access any of the Supplier's premises, personnel and relevant records as may be reasonably required in order to: (i) fulfil any legally enforceable request by any Regulator; or (ii) undertake verifications of the accuracy of the Fees or identify suspected fraud; or (iii) undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with the Agreement; or (iv) undertake verification that the Supplier's Software protects the integrity, operational availability, confidentiality and security of the Customer's Data; or (v) undertake verification of the Security Provisions.

11.2. The Customer shall provide at least 30 Business Days' written notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required. The Customer may conduct one audit per year of the Term.

11.3. The Customer shall ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services by the Supplier.

11.4. Subject to the Customer's confidentiality obligations, the Supplier shall provide the Customer (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit. The Customer hereby acknowledges and agrees that it shall not be granted on-site access to the Hosting Provider's facilities.

11.5. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Section 11, unless the audit identifies a material breach by the Supplier, in which case the Supplier shall reimburse the Customer for all its reasonable costs incurred in the course of the audit.

11.6. If an audit identifies that:

a) the Supplier has failed to perform its obligations under an Agreement, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to the Customer;

b) the Customer has overpaid any Fees, the Supplier shall pay to the Customer the amount overpaid within 30 days from the date of receipt of an invoice or notice to do so; and

c) the Customer has underpaid any Fees, the Customer shall pay to the Supplier the amount of the under-payment within 30 days from the date of receipt of an invoice for such amount.

12. Miscellaneous

12.1. Third party rights. Except as expressly set forth in this Agreement, 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.

12.2. 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.

12.3. 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 the Agreement is intended to limit or exclude any Party's liability for fraudulent misrepresentation.

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

12.5. 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.

12.6. 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.

12.7. Publicity. With the express written consent, such consent not to be unreasonably withheld or delayed, the Customer 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.

12.8. 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, provided, however, that no consent shall be required for an assignment of the Agreement by a Party pursuant to a change of control or a merger or sale of substantially all of such Party's assets or outstanding stock or to a wholly-owned subsidiary or Affiliate of such Party, or to a wholly owned subsidiary or Affiliate of such Party's controlling (100%) owner. Any attempted assignment, in contravention of this provision shall be null and void, and of no force or effect.

12.9. 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.

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

12.11. Regulatory Assistance. In the event that the Customer is required by a Regulator to provide information or respond to any questions or enquiries in relation to the Services, the Supplier agrees to provide all reasonable assistance and cooperation to the Customer. This includes, but is not limited to, supplying necessary information, documentation, and support to ensure timely and accurate responses to the Regulator's requests. Such assistance shall be provided at the Customer's expense.

12.12. Subcontracting. 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. Notwithstanding the foregoing, the Customer hereby consents to the sub-contracting of the Hosting Services to the Hosting Provider.

12.13. Export Compliance. Both the Supplier and Customer will comply with all applicable export and import laws and regulations of the United States and other jurisdictions. Both Parties shall obtain any required export licenses and/or authorizations imposed by any country in which the Services are to be provided or used or either Party is resident or subject to Jurisdiction.

12.14. Independent Contractors. Neither party has the authority to bind the other without express written authorization, and the parties acknowledge that their relationship under the Agreement is not that of employer and employee or of joint venturers, but rather is that of independent contractors.

12.15. Anti Bribery. Each Party represents and agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act and other analogous legislation in other jurisdictions (collectively, the "Anti-Bribery Laws") and further agrees that it has not, and agrees that it will not, in connection with the transactions contemplated by the Agreement,

make any payment or transfer anything of value to any person or entity if such payments or transfers would violate the Anti-Bribery Laws.

13. Governing Law.

13.1. The governing law of this Agreement and exclusive forum for resolution of any claim in relation to its subject matter or formation (including non-contractual disputes or claims) is as follows:

Supplier entity	Governing Law	Exclusive forum for resolution of disputes
Orgvue Limited	England and Wales	Courts of England and Wales
Orgvue, Inc.	New York	Courts of New York
Orgvue (Canada) Ltd	Ontario	Courts of Ontario
Orgvue Europe B.V.	Netherlands	Courts of Netherlands
Orgvue Pty Ltd	New South Wales	Courts of New South Wales

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) "**Analytics Data**" means all data and content (other than Content) generated by the Software including Insights, anonymised data (including anonymised data created from Customer Data), statistics, bug reports, and/or any system behavioural information.

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

c) "**Content**" means all content generated by the Software using only Customer Data, including visual representations of such Customer Data using Supplier's data visualisation tools;

d) "**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;

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

f) **"Insights"** means comparative organisational data, sectoral benchmark analysis and related insights**;**

g) "**Limitations**" means the aggregate number of unique records (i.e. people and roles, sometimes referred to as "nodes") 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 Product(s) 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 Good Industry Practise and the Agreement.

2.5 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.

3. Customer Responsibilities

3.1 The Customer shall:

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

b) train its Users to use the Application Services; and

c) provide the Supplier with all necessary co-operation in relation to the Agreement and make available to Supplier such information as is reasonably required to enable Supplier to perform the Application Services; and

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 and/or contractor 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) 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 use all reasonable endeavours to 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 are 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 to third parties, transmit to third parties, or distribute to third parties all or any portion of the Software, Analytics Data 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, Analytics Data 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, Analytics Data 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, Analytics Data and/or Documentation available to any third Party except the Users (save that with respect to Insights only, Customer may also make Insights available to Customer's non-User employees for Customer's internal business operations in accordance with the right granted in Section 4.1(b)); or

e) attempt to obtain, or assist third parties in obtaining, access to the Application Services, Software, Tenant , Analytics Data and/or Documentation, other than Users (save that with respect to Insights only, Customer may also make Insights available to Customer's non-user employees for Customer's internal business operations in accordance with the right granted in Section 4.1 (b)).

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 Analytics Data and the Software including any new features, developments, configurations 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 worldwide, non-exclusive, non-transferable, and non-sublicensable right to permit the Users to access, display and use the Tenant, Software and Documentation provided to Customer under the Initial Order Term (and any subsequent Renewal Order Terms) of the Work Order for the purposes of (i) using the Tenant. Software and the Documentation; and (ii) generating Insights, in the case of each of the purposes stated at (i) and (ii) above 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 (i) provide the Application Services for Customer's benefit as provided in the Agreement and/or to enforce the Agreement; (ii) create Analytics Data (other than Insights); and subject to Customer's opt-in, create Insights. Any and all rights, including any Intellectual Property Rights, in and to any Analytics Data including Analytics Data created under the licence in this Clause 4.1(d), shall vest in and be and remain, the exclusive property of Supplier.

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 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) **"Milestone"** means any date set out in the relevant Statement of Work for the performance of any Professional Service or the supply of any Deliverable, as the case may be**;**

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

d) "**Supplier Artifacts**" 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 SOW to ensure that the demands and expectations of each Party are met.

2.2 The Supplier will provide the Professional Services in accordance with Good Industry Practice and the Agreement and, where applicable, the Milestones.

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 SOW.

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 Supplier Artifacts, it being understood that none of the Supplier Artifacts will contain Customer's Confidential Information. To the extent the Deliverables include any embedded Supplier Artifacts, Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Supplier Artifact s 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 Supplier Artifacts or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Supplier Artifacts or Deliverable.

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

4. Warranties and Representations

4.1 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 Practice by a sufficient number of competent personnel with appropriate skills, qualifications and experience;

c) in accordance with all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's location and which shall be provided in advance of any applicable on-premise visit;

d) materially in accordance with the applicable SOW and all applicable provisions of this Agreement and the Security Provisions as the Customer may from time to time notify to the Supplier in writing; and

4.2 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.

Schedule 3: Henshaw

1. Definitions

In this Henshaw 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) "**Henshaw**" means the Supplier's artificial intelligence (AI) product.

(b) "**Henshaw Services**" means the applicable Henshaw service as identified in an Order Form.

(c) **"Input"** means the input prompts entered into Henshaw by Authorised Users of the Customer.

(d) **"Output"** means the results, responses, or other output generated by Henshaw and delivered to the Customer.

2. Use of Henshaw

2.1. Customer is free to choose to use (and to continue to use or stop using) Henshaw Services made available by Supplier, at its own discretion. In addition to the Agreement, the terms and conditions of this Henshaw Schedule, and the Henshaw Policy, shall apply when the Customer uses Henshaw and the Henshaw Services.

3. Ownership of Input and Output

3.1. Customer shall retain full ownership of all Inputs and Customer Data.
3.2. As between Supplier and Customer, Customer will own any Output and Supplier hereby assigns all Intellectual Property Rights (if any) in the Output to the Customer.
3.3. Customer acknowledges that Outputs may not be unique, and the same or similar Output may be provided to other users and customers and as such could inadvertently infringe upon third party intellectual property rights. Customer is solely responsible for ensuring that their use of the Outputs complies with all applicable intellectual property laws and regulations.
3.4. The Output may not qualify for intellectual property protection, and Supplier makes no warranties or indemnities with regard to the Outputs' infringement of third-party rights.

4. Third-Party AI Technology

4.1. Henshaw may include features which are powered by a third party large language model (3rd Party LLM), and open-source machine learning and data science libraries.
4.2. The 3rd Party LLM shall process Inputs and any applicable Customer Data solely for the purpose of:
4.2.1. providing Henshaw Services under the Agreement;
4.2.2. providing and maintaining the 3rd Party LLM;
4.2.3. complying with Applicable Laws; and
4.2.4. enforcing its policies.
4.3. Where Inputs, Outputs and Customer Data are submitted to the 3rd Party LLM, the Inputs, Outputs and Customer Data may be retained temporarily, in accordance with the 3rd Party LLM's retention policies by the 3rd Party LLM as part of the operation of their service.
4.4. Supplier shall contractually restrict the provider of the 3rd Party LLM from using Inputs, Outputs or Customer Data for: (i) training, (ii) otherwise improving its large language models or other services, and/or (iii) general use beyond the use required to provide and maintain the 3rd Party LLM or as otherwise set out in this Schedule.

5. Customer Responsibilities

5.1. Customer acknowledges and agrees that:
5.1.2. Customer is solely responsible for the accuracy, legality, and appropriateness of all Inputs.
5.1.3. Outputs depend on the quality of the Inputs, and results may be generated by Henshaw may be inaccurate, incomplete, unexpected, or incorrect.
5.1.4. Customer shall review all Outputs and shall bear full responsibility for any decisions made based on them.

6. Supplier Access to Customer Data

6.1. Unless given express written consent to access the Customer Data, the Supplier cannot view and/or access Customer Data processed within Henshaw Services.
6.2. The Customer hereby acknowledges that it shall not enter Customer Data into Henshaw Assistant.
6.3. Supplier shall maintain a log of all Inputs and Outputs generated by Henshaw Assistant in order to record User activity. For the avoidance of doubt, the Supplier shall not access to Customer Data.

7. Data Retrieval Upon Termination

7.1. Upon termination of the Agreement, Supplier's obligations on data retrieval shall extend only to the extent that such data is retained by Supplier. Supplier shall have no further responsibility for preserving or retrieving Inputs or Outputs beyond this scope.

8. Disclaimer and Limitation of Liability

8.1. Supplier does not provide any representation, warranty, indemnification or other commitment of any kind regarding Henshaw or the Henshaw Services (including, for sake of clarity, any Beta Henshaw functionality), and including, without limitation, representation, warranty, indemnification, or other commitment regarding Henshaw and / or the accuracy, reliability, or completeness of Outputs.
8.2. Supplier shall not be liable for any reliance placed on the Outputs by Customer or any third party.
8.3. Customer understands and agrees that the use of Henshaw is done at Customer's sole discretion, and it should not rely on any assertions in the Outputs without independently checking the Outputs.

9. Right to Suspend Access

9.1. Supplier reserves the right, at its sole discretion, to suspend Customer's access to Henshaw and/or any or all of the Henshaw Services as necessary, including but not limited to compliance with legal requirements, security concerns, or violations of this Agreement.
9.2. Supplier may, without liability, suspend or terminate access to Henshaw and/or any or all of the Henshaw Services immediately upon notice to Customer in the event that any provider of a 3rd Party LLM suspends, terminates or ceases to provide access to the relevant Henshaw functionality.
9.3. Subject to Section 7.4 below, if the Customer has paid fees in relation to any Henshaw functionality that is suspended or terminated under Section 7.2 above, then: (i) in the case of termination, Supplier will refund the pro-rata share of any prepaid fees for the affected Henshaw functionality that relate to the period following termination; and (ii) in the case of suspension, fees for the affected Henshaw functionality shall be suspended during any such period of suspension and Supplier will refund the pro-rata share of any prepaid fees for the affected Henshaw functionality that relate to the period of suspension.
9.4. Customer will not be entitled to a refund of prepaid fees where any such suspension or termination arises from breach of the Agreement by Customer.

10. Henshaw Beta Functionality

10.1. Henshaw Functionality may be made available by Supplier as new features or functionality identified as beta and/or early access, and in such case will be provided free of charge ("Beta Henshaw functionality"). Where Supplier decides to make the Beta Henshaw functionality generally available, Supplier may at any time, upon reasonable notice to Customer, introduce fees for continued use of such Henshaw Service. Such fees will apply to Customer's use of the relevant Henshaw Service as set out in a Work Order or otherwise agreed in writing between the Parties. Notwithstanding the foregoing, Supplier is under no obligation to develop, release, make generally available or commercially offer a final product based on the Beta Henshaw functionality.

11. General Provisions

11.1. In the event of any inconsistency or conflict between the provisions of this Schedule and the Agreement, the provisions of this Schedule shall apply but only to the extent of the conflict or inconsistency.

Appendix 1

Data Processing Agreement

This Data Processing Agreement ("**DPA**") forms part of the Master Subscription Agreement, Professional Services Agreement, Partner Agreement, End User License Agreement, or any other agreement pertaining to the delivery of services ('Agreement') between the Orgvue company, as set out in the Agreement ("Supplier") and the Customer named in such Agreement, to reflect the Parties' agreement with regards to the Processing of Personal Data.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Affiliates.

In the course of providing the Services to Customer pursuant to the Agreement, Supplier may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

If the entity signing this DPA is not a party to an effective Agreement with Supplier, this DPA shall not be valid or legally binding. In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms and conditions of this DPA shall prevail.

1. Definitions

Unless specified otherwise below, capitalized words and expressions contained with this document have the same meaning as set out in the Agreement:

1.1. "**Affiliate**" 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.

1.2. "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

1.3. "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Processing**" and "**Supervisory Authority**" shall all have the same meaning given to those terms (or to analogous terms) in the Data Protection Laws and Regulations.

1.4. "**Customer**" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

1.5. "**Customer Personal Data**" means any Personal Data made available by the Customer to the Supplier in connection with the Agreement.

1.6. "**Data Protection Laws and Regulations**" means any applicable laws and regulations relating to the Processing, privacy, and security of Personal Data, as applicable to this DPA, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws or regulations implementing European Council Directive 2002/58/EC; the GDPR and/or any corresponding, equivalent, amending or replacement national laws or regulations (including without limitation the UK's Data Protection Act 2018 and UK GDPR); the Swiss Federal Data Protection Act of 1992; the Australian Privacy Act; the CCPA; and any approved codes of conduct issued by any relevant data protection regulator.

1.7. "**EEA**" means the European Economic Area which currently comprises the 27 European Union Member States together with Norway, Iceland, and Liechtenstein.

1.8. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which came into force on 25 May 2018 ("EU GDPR") and as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR").

1.9. "**IDT Schedule**" means the Standard Contractual Clauses, as amended by the 'International Data Transfer Schedule for Parties making Restricted Transfers, issued by the UK Information Commissioner in force on 21 March 2022 (and any successor clauses).

1.10. "**Restricted Transfer**" means the transfer of Personal Data outside of the UK, EEA, or Switzerland or which is otherwise considered to be a restricted transfer out of the originating country under Data Protection Laws and Regulations.

1.11. "**Standard Contractual Clauses**" means the standard contractual clauses annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (and any successor clauses).

1.12. "**Sub-processor**" means any Processor engaged by Supplier.

2. Processing of Personal Data

2.1. Roles of the Parties. The parties acknowledge and agree that for the purposes of the Data Protection Laws and Regulations and with regard to the Processing of Personal Data, Customer is a Controller and Supplier is a Processor. The Supplier will engage Sub-processors pursuant to the requirements set forth in section 5 "Sub-processors" below.

2.2. Customer's Processing of Personal Data. In its use of the Services, Customer shall Process Customer Personal Data in accordance with the requirements of the Data Protection Laws and Regulations.

2.3. Supplier's Processing of Personal Data. Supplier shall treat Customer Personal Data as Confidential Information and shall Process Customer Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Supplier shall process Personal Data in accordance with the Data Protection Laws and Regulations and will notify Customer if it makes the determination that it can no longer comply with the Data Protection Laws and Regulations.

2.4. Details of the Processing. The subject-matter and purpose of Processing of Customer Personal Data by Supplier is to provide to Customer organizational design and workplace planning services via the Orgvue software application . The duration of the Processing will be for the Term of the Agreement and following the termination or the expiry of the Agreement until all Customer Personal Data is deleted from the Supplier's information technology by Supplier. The retention of aggregated information collated from the Customer and other customers relating to the access to, and use of, the Services ("**Usage Data**") by Processor will not prolong the term of these Personal Data Processing provisions under this DPA in the event that all other Customer Personal Data has been deleted by Supplier. The duration, nature, and purpose of the Processing and the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Description of Processing/Transfer) to this DPA.

3. Rights of Data Subjects

3.1. Data Subject complaints and requests. Supplier shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject to exercise any of their rights under the Data Protection Laws and Regulations, related to the Customer Personal Data, each such request being a "Data Subject Request". Supplier shall not respond to a Data Subject Request itself, except that Customer authorizes Supplier to redirect the Data Subject to the Customer.

3.2. Request as necessary to allow Customer to respond directly. Taking into account the nature of the Processing, Supplier shall reasonably assist Customer by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Supplier shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Supplier is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Supplier's provision of such assistance.

4. Supplier Personnel

4.1. Confidentiality. Supplier shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Customer Personal Data, have received appropriate training on their responsibilities, and are subject to the duty of confidentiality. Supplier shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2. Reliability. Supplier shall take commercially reasonable steps to ensure the reliability of any Supplier personnel engaged in the Processing of Customer Personal Data.

4.3. Limitation of Access. Supplier shall not access Customer Personal Data without Customer's express consent. Supplier shall ensure that Supplier's access to Customer Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4. Data Protection Officer. Supplier has appointed a data protection officer. The appointed person may be reached at privacy@orgvue.com.

5. Sub-processing

5.1. Appointment of Sub-processors. Customer acknowledges and agrees that (a) Supplier's Affiliates may be retained as Sub-processors; and (b) Supplier and Supplier's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Supplier or a Supplier Affiliate has entered into a written agreement with each Sub-processor containing, in substance, data protection obligations no less protective than those in the Agreement with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2. List of Current Sub-processors and Notification of New Sub-processors. The current list of Sub-processors engaged by Supplier for the performance of each applicable Service, including a description of their processing activities and countries of location, is listed under the Sub-processor List which can be found on Supplier's Trust Center webpage at https://trust.orgvue.com/subprocessors Customer hereby consents to these Sub- processors, their locations and processing activities as it pertains to Customer Personal Data. Supplier shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. Such notification can be provided by Supplier updating its Sub-processor List, providing for the Customer the ability to sign up for email notice of such updates at https://trust.orgvue.com.

5.3. Objection Right for New Sub-processors. Customer may make reasonable and good faith objections to Supplier's use of a new Sub-processor by notifying Supplier promptly in writing within thirty (30) days of receipt of Supplier's notice in accordance with the mechanism set out in section 5.2. If Customer objects to a new Sub-processor as permitted in the preceding sentence, Supplier will: (i) use reasonable efforts to make available to Customer a change in the Services; (ii) recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Customer Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer; or (iii) continue to provide the Services without the objected-to new Sub-processor.

5.4. Liability. Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent Supplier would be liable if performing the services of each Sub-processor directly under the terms of this DPA, unless otherwise set forth in the Agreement.

6. Security

6.1. Controls for the Protection of Personal Data. Supplier shall maintain proper administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Personal Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Personal Data (other than by Customer or Users). The terms of Supplier's security provisions found at https://www.orgvue.com/legal/terms-and-conditions/orgvue-security-provisions/ are hereby incorporated by reference.

6.2. Audit. Supplier shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this DPA as set forth in this section.

6.3. Third-Party Certifications and Audits. Supplier has obtained the third-party certifications and audits set out in Supplier's Trust Center found at https://trust.orgvue.com.

6.4. Data Protection Impact Assessment. Upon Customer's good faith written request, Supplier shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Supplier.

7. Personal Data Incident Management and Notification

7.1. Supplier maintains security incident management policies and procedures and shall promptly notify Customer (and in any event without undue delay) after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data, including Customer Personal Data, transmitted, stored or otherwise Processed by Supplier or its Sub-processors of which Supplier becomes aware (a "**Personal Data Incident**"), save where such Personal Data Incident is unlikely to result in a risk for the rights and freedoms of Data Subjects and Supplier is not otherwise required by law to notify Customer of such Customer Personal Data Incident. Supplier shall provide details of such Personal Data Incident and make reasonable efforts to identify the cause of such Personal Data Incident and take such steps as Supplier deems necessary and reasonable to remediate the cause of such a Personal Data Incident to the extent the remediation is within Supplier's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

7.2. Supplier will not inform any third party of a Personal Data Incident without first obtaining Customer's prior written consent, unless and to the extent that Supplier is otherwise required to provide notice by law.

8. Return and Deletion of Personal Data

8.1. On Customer's written request at any time, and in any event on termination or expiry of the Agreement, Supplier shall delete all Personal Data within ninety (90) days (and will cause its Sub-processors to do the same), unless Supplier is legally obliged to store Persona Data for a longer period.

9. Cross-Border Transfers

9.1. The following provisions in this section 9 apply only to the extent that the Processing under the Agreement constitutes a Restricted Transfer, where Customer is entering into an agreement with a Supplier entity not in the UK or EEA.

9.2. The Parties agree that:

(a) where the Restricted Transfer is subject to the UK GDPR, the IDT Schedule (referencing the applicable modules of the Standard Contractual Clauses) shall apply to such transfer; and

(b) where the Restricted Transfer is subject to the EU's GDPR, the Controller to Processor module of the Standard Contractual Clauses shall apply to such transfer,

and for the purposes of the IDT Schedule and Standard Contractual Clauses: (i) Customer is the data exporter and Supplier is the data importer, (ii) Schedule 1 contains the relevant processing details, (iii) section 6.1 contains the security details, (iii) section 5 contains the details on sub-processing, (iv) the Parties agree that the optional clauses shall not be included, (v) for the Standard Contractual Clauses, the governing law and jurisdiction is the Netherlands and the Supervisory Authority shall be the Supervisory Authority of the country where the Customer is established or, if not established in the EEA, the Supervisory Authority of Ireland, and (vi) for the IDT Schedule, the governing law and jurisdiction and the Supervisory Authority shall be the UK.

(c) where the Restricted Transfer relates to a Customer based in Switzerland, the Standard Contractual Clauses shall be interpreted as to apply also to Switzerland and to Data Subjects and organizations in Switzerland save that, in respect of such Restricted Transfer: (i) the Federal Data Protection and Information Commissioner shall have responsibility for ensuring compliance with Swiss privacy laws and shall be the Supervisory Authority; and (ii) the Standard Contractual Clauses shall be subject to Swiss law and jurisdiction.

(d) where the Restricted Transfer relates to a Customer based in another territory not covered by (a) to (c) above, to the extent required and appropriate under such Data Protection Laws and Regulations, the Standard Contractual Clauses shall be interpreted so as to apply also to transfers from such Customer save that, in respect of such transfer: (i) the appropriate regulator in such jurisdiction shall have responsibility for ensuring compliance with such jurisdictions' privacy laws and shall be the Supervisory Authority; (ii) the Standard Contractual Clauses shall be subject to such jurisdictions' law and jurisdiction; and (iii) any references to the European Union shall be read as being references to the relevant exporting jurisdiction.

Schedule 1: Description of Processing/Transfer

Personal Data shall be processed under the Agreement as set out below.

Subject matter and duration of the Processing:

The subject matter is the provision of the Services by Supplier to the Customer under the Agreement, including to provide to Customer organizational design and workplace planning services via the Orgvue software application, and any improvements by the Supplier to the Services for the Term of the Agreement. The duration will be for the Term and following the termination or the expiry of the Agreement until all Personal Data is deleted from the Supplier's information technology by Supplier. The retention of aggregated Usage Data by Supplier will not prolong the term of these Personal Data Processing provisions in the event that all other Personal Data has been deleted by Supplier.

Frequency of the Processing:

Orgvue is delivered as Software as a Service (SaaS) and hosted on the Amazon Web Services (AWS) platform. Customers will dictate the frequency of data transfers into their instance of Orgvue.

Nature and purpose of the Processing:

Personal Data will be Processed for purposes of providing the Services in accordance with the Agreement.

Type of Personal Data:

Personal Data Processed in providing the Services may include the following categories of data: names, user IDs, email addresses, job titles, salary, system usage data, application integration data, and other electronic data submitted, stored, sent, or received by Users via the Services.

No sensitive data is transferred.

Categories of Data Subject:

Personal Data submitted, stored, sent, or received via the Services may relate to Users and the Customer's employees and contractors as the Data Subjects.