Master Services Agreement

Summary

1.1 <u>Agreement.</u> Solidatus and Customer (each as defined in an Order) are entering into this Master Services Agreement for the provision of Solidatus' services to Customer. This Master Services Agreement is comprised of:

    a. all Order Forms entered into by the parties from time to time (each, an **Order**),

    b. Terms of Service (**Terms**),

    c. Support Policy,

    d. Data Processing Agreement (**DPA**),

    which altogether make up the **Agreement**.

1.2 <u>The Services.</u> Solidatus provides:

    a. a cloud-based proprietary software application (**Software**) for companies to holistically understand their data lineage,

    b. descriptions of the Software, instructions, and other materials relevant to the use of the Software (the **Documentation**),

    c. professional consulting services to assist Customer in the implementation of the Software (**Professional Services**), and

    d. support services to help rectify issues with the Software, as described in the Support Policy (**Support**).

The specific services Customer is purchasing from Solidatus will be described in an Order, and are the **Services** referenced in the Agreement.

1.3 <u>Purchasing Services.</u> Solidatus and Customer may enter into one or more Orders setting out details of the Services that Customer will have access to. Any variations to an existing Order must be mutually agreed in writing and signed by both parties.

1.4 <u>The entire agreement.</u> The Agreement forms the entire agreement between the parties. Any prior or future discussions or agreements, including additional terms and conditions applicable to purchase orders the parties may enter into, are superseded by the Agreement. By signing above, the parties agree to be bound by the terms of the Agreement.

1.5 <u>Conflicts</u>. If there is an inconsistency between any terms in the Agreement, the following order will apply from highest to lowest precedence:
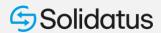DPA → Order → Terms

How Services are provided

2.1 <u>Providing the Software.</u> The Software may be deployed and installed on Customer's premises within its own servers, or by remote hosting within Solidatus' cloud-based system. The way in which the Software will be delivered to Customer will be described in an Order. Where the Software is deployed on Customer's premises, Customer may install and use the Software in object code form only and with a valid license key for each instance of the Software installed.

2.2 <u>Processing Customer Data.</u> Customer, its Users, or Solidatus (acting on behalf of Customer) may

upload data (**Customer Data**) onto the Software in order for Solidatus to deliver the relevant Services. Customer is solely responsible for ensuring that all Customer Data uploaded onto the Software is accurate, complete, and up-to-date, and acknowledges that Solidatus does not monitor Customer Data.

2.3 <u>Third Party Integrations.</u> Customer agrees that the Software may contain third party components and Solidatus may agree to integrate the Software with third party applications, services, or technology following a request from Customer (**Third Party Integrations**). Customer agrees that third party's terms and conditions will govern its use of Third Party Integrations.

2.4 <u>Updates.</u> Solidatus may provide patches, fixes, standard new releases, and new versions of the Software free of charge to Customer as they become generally available. Customer is responsible for installing all updates notified to it by Solidatus and acknowledges that failure to do so may impact Solidatus' ability to provide the Software, for which Solidatus will not be liable.

2.5 <u>Additional functionalities.</u> New or additional enhancements and functionalities for the Services may become publicly available for Customer to purchase for an additional fee via a new Order or variation to an existing Order.

Customer rights and obligations

3.1 <u>Authorized Users.</u> Customer may purchase licenses to allow its employees, agents, or contractors to access and use the Software (**Users**) in accordance with the terms applicable to Customer in the Agreement. The maximum number of Users permitted to use the Software will be set out in an Order. Users must activate the Software with a valid product key or other activation code delivered by Solidatus in order to use the Software. Customer is liable to Solidatus for all acts and omissions of Users while they use the Services, and for each User's compliance with the terms of the Agreement as if they were a party to it.

3.2 <u>Obligations.</u> Customer agrees it is solely responsible for determining whether the Services are suitable for its use and for any conclusions it draws from using the Services. For the Term, Customer agrees to:

    a. ensure it and all Users use the Services in accordance with the terms of the Agreement,

    b. reasonably cooperate with Solidatus as necessary, such as providing access to relevant information, configuration services, servers, and Customer Data to allow Solidatus to provide the Services,

    c. use best endeavors to ensure all Users have a secure password to use the Software, keep it confidential and change it every month,

    d. maintain an up-to-date list of all Users and notify Solidatus of any changes to its Users,

    e. use best endeavors to prevent any unauthorized access to, or use of, the Software and promptly notify Solidatus upon becoming aware of any unauthorized access or use,

    f. procure and maintain third party network connections and telecommunications links from its systems to Solidatus' data centers and be responsible for any issues, loss or damage related to them, and

    g. ensure its networks and systems comply with any specifications provided by Solidatus in writing.

3.3 <u>Platform restrictions.</u> When using the Software, Customer agrees not to:

    a. access, store, distribute, or transmit viruses, malicious code, or other harmful technologies,

    b. reverse engineer, copy, modify, data scrape, republish, or automate the Software in any way,

    c. create derivative works of the Software or build a competitive product or service,

    d. license, resell, or provide the Services in any other way to a third party (except in respect of Users), and

    e. do anything unlawful, harmful, threatening, damaging, defamatory, discriminatory, or

offensive.

3.4 <u>Consequences.</u> If Customer violates any obligations or restrictions in these Terms, Solidatus may disable Customer's access to the Services and/or adjust any aspects related to Solidatus' performance of its obligations, including any agreed timetable or delivery schedule, as reasonably necessary.

3.5 <u>Records.</u> Customer agrees to keep accurate and current records with respect to its use of the Software (**Records**) during the Term and for 12 months afterwards. Customer agrees to provide copies of Records to Solidatus within 14 days of receiving Solidatus' written request.

Solidatus rights and obligations

4.1 <u>Availability of the Software.</u> Solidatus will use commercially reasonable endeavors to make the Software available except in instances of planned or unscheduled maintenance. Solidatus may, for technical, legal, or operational reasons, change the specifications of the Software and Documentation or temporarily suspend access to them (such as for maintenance or if an emergency occurs).

4.2 <u>Suspension.</u> Solidatus may also suspend access to the Software and Documentation where Solidatus reasonably suspects Customer has breached the Agreement, or the security of Solidatus' systems is or may be compromised by Customer.

4.3 <u>Audits.</u> Customer agrees to provide Solidatus with Records upon Solidatus' written request to confirm Customer's compliance with its obligations under the Agreement. Solidatus will limit these requests to no more than once per quarter. If any inspection of Records reveals there has been access or use of the Software outside the scope of the Agreement:

    a. Customer must:

        (i) immediately cease all prohibited use of the Software, and

        (i) pay any identified underpayments within 10 business days of the date of the relevant audit, and

    b. Solidatus may permanently delete or suspend Customer's access to any Customer Data identified as non-compliant with the terms of the Agreement.

Warranties

5.1 <u>Mutual warranties.</u> Each party represents and warrants to the other during the Term that it:

    a. has full authority to legally enter into and perform obligations in the Agreement, and

    b. has and will maintain all necessary consents to enable its performance of the Agreement.

5.2 <u>Solidatus warranties.</u> During the Term, Solidatus represents and warrants that it will perform its obligations to Customer:

    a. using reasonable skill and care and in accordance with industry standards, and

    b. in compliance with applicable laws.

5.3 <u>Customer warranties.</u> During the Term, Customer represents and warrants that:

    a. it will comply with all applicable laws and regulations relevant to the Agreement,

    b. it owns or has obtained and will maintain all valid licenses, consents, and permissions relating to Customer Data which are necessary for Solidatus to perform its obligations under the Agreement, and

    c. Customer Data does not breach any rights (including privacy rights) of any third party.

5.4 <u>Disclaimer</u>. Unless otherwise expressly stated in these Terms, Solidatus does not warrant that Customer's use of the Services will be uninterrupted or error-free. All warranties, representations, conditions, and other terms implied by law are excluded under the Agreement to the fullest extent permitted by law.

Fees and payment terms

6.1   <u>Fees.</u> Customer agrees to pay the Fees in accordance with the Payment Terms, each as set out in an Order. Fees are non-cancellable and exclusive of any applicable tax. Fees are non-refundable except for Customer's entitlement to a pro-rata refund of Fees paid as of the date of termination, if Customer is terminating due to Solidatus' material breach of the Agreement.

6.2   <u>Changes to Fees.</u> Solidatus may increase Fees annually at the anniversary of the Effective Date by:

   a.   4% + CPI, as published by the US Bureau of Labor Statistics, if Customer is established in the United States of America, or

   b.   4% + RPI, as published by the Office for National Statistics in the UK, if Customer is established outside of the United States of America.

6.3   <u>Purchase orders.</u> Customer agrees to provide Solidatus with a purchase order promptly before an invoice is issued by Solidatus under the Payment Terms, in order to process and pay an invoice. Customer and Solidatus may mutually agree to waive the requirement to issue a purchase order in writing.

6.4   <u>Additional expenses.</u> Solidatus may incur additional expenses during its provision of Services (particularly in respect of Professional Services). Customer agrees to reimburse Solidatus for those reasonable expenses incurred.

6.5   <u>Consequences for late payments.</u> If Solidatus has not received payment for undisputed amounts for more than 30 days after their due date, it may:

   a.   disable Customer's passwords and suspend its access to the Services,

   b.   cease the provision of any Professional Services, and

   c.   apply a monthly interest charge at 1.5% of the total amount of unpaid Fees,

until payment is made in full. Solidatus will promptly resume all obligations to Customer under the Agreement upon receipt of all unpaid amounts.

(×) Term and termination

7.1   <u>Term.</u> These Terms begin on the date which Customer's first Order takes effect and will continue unless terminated in accordance with the Agreement (the **Term**).

7.2   <u>General termination rights.</u> Either party may terminate the Agreement on written notice to the other or through the Amazon Marketplace, if no Orders have been in effect for at least 6 consecutive months.

7.3   <u>Terminating for cause.</u> Either party may immediately terminate an Order or the Agreement on written notice to the other or through the Amazon Marketplace at any time if the other party:

   a.   materially breaches any part of the Agreement and is unable to remedy it within 30 days of being notified in writing to do so by the non-breaching party, or

   b.   becomes subject to insolvency, bankruptcy, administration, receivership, or another similar event.

7.4   <u>Effects of termination.</u> Upon the termination of the Agreement or any Order, the following will apply as it relates to the Agreement or a particular Order:

   a.   all outstanding sums due to Solidatus will become immediately due and payable,

   b.   all licenses granted to a party will immediately cease and any of the other party's intellectual property in a party's possession must be returned or destroyed,

   c.   for Software deployed on Customer's premises, Customer must immediately:

      (i)   delete the Software from its servers and all equipment and certify to Solidatus this has been completed,

      (ii)   return to Solidatus any equipment or other materials provided to Customer by Solidatus related to the Agreement, and

d.   for Software deployed from Solidatus' data centers, Solidatus may immediately disable Customer's and Users' access to the Software.

7.5   Survival. Any provision of the Agreement which is intended to remain in force on or after the expiry or termination of the Agreement, will continue to remain in full force.

Confidentiality

8.1   Definition. **Confidential Information** means all information relating to a party, its businesses, products, finances, and affairs, in any media or form, that is marked as confidential or would reasonably be considered confidential under the circumstances in which it is shared. This includes information relating to customers and suppliers, employees and officers, products and services, know-how, and the Agreement.

8.2   Exceptions. Confidential Information does not include information which is:

a.   in the public domain other than by a breach of the Agreement,

b.   already known by the receiving party at the time of its disclosure,

c.   lawfully received by a party free of any obligation of confidentiality at the time of its disclosure,

d.   independently developed by a party without use of the other's Confidential Information, or

e.   expressly indicated by the owner as not confidential.

8.3   Obligations. During the Term and for 3 years after the termination of the Agreement, each party agrees to:

a.   maintain the confidentiality of all Confidential Information shared by the other party,

b.   not disclose, copy, or modify Confidential Information without the owner's prior written consent,

c.   only use Confidential Information in connection with its performance of the Agreement,

d.   promptly notify the other party upon becoming aware of any breach of confidentiality, and

e.   promptly destroy or erase any Confidential Information it holds upon the owner's written request, except if required by legal or regulatory obligations to retain copies of Confidential Information which must be securely stored in archival back-up systems and remain subject to the Agreement's terms until destroyed.

8.4   Permitted disclosures. Each party may disclose Confidential Information to its affiliates, employees, consultants, or contractors (**Permitted Recipients**) on a need-to-know basis who are bound in writing to confidentiality obligations similar to the terms of the Agreement. Each party is liable to the other for all acts or omissions of its Permitted Recipients which would constitute a breach of the Agreement if the Permitted Recipient were a party to it.

8.5   Necessary disclosure. Each party may disclose Confidential Information if required by applicable law or court order, provided they notify the owners as soon as possible (if legally permitted) and take reasonable steps to limit disclosure.

Intellectual property

9.1   Definition. **IP Rights** means all rights to patents, utility models, trademarks, designs, domain names, business names, goodwill, copyright, and databases, including know-how and trade secrets within computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, and all other intellectual property rights, whether registered or unregistered, and all extensions, renewals and rights to apply for or renew a registration.

9.2   Solidatus and third party IP. Solidatus, its licensors, and/or the relevant third party (as applicable) own all IP Rights in and to the:

a.   Software and Documentation (including any subsequent versions of them),

b.   Third Party Integrations (including any subsequent versions of them),

c.   **Aggregated Insights**, which are data insights compiled by Solidatus based on Customer's

use of the Services, which do not identify Customer or any Customer Data and are aggregated with information from other Solidatus customers, and

    d.   **Outputs**, which may comprise reports, infographics, data tables, graphs, downloadable files, or other materials generated from the Services.

9.3   <u>Customer IP.</u> Customer owns all IP Rights in and to Customer Data and has sole responsibility for the legality, reliability, integrity, accuracy, and quality of Customer Data.

9.4   <u>License to Solidatus.</u> Customer grants Solidatus a non-exclusive, non-transferable, royalty-free, worldwide, limited license to use Customer Data for the purposes described in the Agreement.

9.5   <u>License to Customer.</u> Solidatus grants Customer and Users a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide, limited license to access and use the Software, Documentation, and Outputs for the Term for Customer's internal business use and in accordance with the Agreement. Customer must retain Solidatus trademarks and logos on all Outputs it may download.

9.6   <u>No other rights.</u> Except where expressly stated, the Agreement does not grant any other rights or licenses in or to the other party's or a third party's IP Rights.

⚠ Indemnities

10.1   <u>Customer indemnities.</u> Customer will indemnify, defend, and hold harmless Solidatus, its affiliates, and its directors, officers, employees, and agents against all losses, liabilities, and damages connected to a third party claim brought against Solidatus arising from Customer's:

    a.   use of the Services in violation of the terms of the Agreement,

    b.   breach of a third party's license terms, and

    c.   intellectual property, Customer Data, or other content provided to Solidatus which infringes that third party's IP Rights (an **IP Indemnity**).

10.2   <u>Solidatus indemnity.</u> Solidatus will indemnify, defend, and hold harmless Customer and its directors, officers, employees, and agents against all losses, liabilities, and damages connected to a third party claim brought against Customer alleging that the Software infringes that third party's IP Rights. However, these obligations do not apply if the claim against Customer arises from:

    a.   Customer's or a User's use of the Software in violation of the terms of the Agreement, or

    b.   Customer's intellectual property, Customer Data, or other content which was used with the Software, if the Software would not have been infringing without such combination.

⚖ Limitation of liability

11.1   <u>No unlawful exclusions.</u> Neither party's liability is excluded or limited for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else which cannot be excluded by law.

11.2   <u>Indirect losses.</u> Neither party is liable for any special, indirect, or consequential losses of any kind, whether or not a party was advised of the possibility of such loss.

11.3   <u>Limitation on liability.</u> Each party's aggregate liability to the other under the Agreement is limited to the total amount of Fees paid or payable by Customer during the 12-month period preceding the event which gave rise to the liability. However, this limitation does not apply to:

    a.   Solidatus' breach of its confidentiality obligations to Customer under the Agreement, and

    b.   Customer's payment obligations, its IP Indemnity, and/or its breach of confidentiality obligations to Solidatus under the Agreement.

11.4   <u>Disclaimer.</u> Unless otherwise expressly stated in the Agreement:

    a.   all warranties, representations, conditions, and other terms implied by statute or common law are excluded to the fullest extent allowed by law,

    b.   the Services are provided to Customer on an "as-is" basis, and

c. Solidatus is not liable to Customer for any Third Party Integrations Customer may use in conjunction with the Services.

11.5 <u>Force majeure.</u> Solidatus is not liable to Customer or will be in breach of the Agreement for any delays or failures in its performance resulting from an event beyond its reasonable control (a **Force Majeure Event**), provided Customer is notified of the event and its expected duration, and Solidatus uses reasonable endeavors to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for 30 days or more, Customer may immediately terminate the Agreement by providing written notice 10 business days in advance to Solidatus.

🗒 Other important terms

12.1 <u>Data protection.</u> To the extent Solidatus processes any personal data on behalf of Customer under the Agreement, the parties agree to enter into a Data Processing Agreement which will govern such processing.

12.2 <u>Marketing.</u> Customer agrees Solidatus may name Customer and use its logos or other trademarks to identify them as Solidatus' customer on its website and in various marketing materials.

12.3 <u>No third party rights.</u> The Agreement is between Solidatus and Customer. No other person or entity has any rights to enforce any of its terms.

12.4 <u>No partnership or agency.</u> Nothing in the Agreement is intended to create a partnership or legal relationship of any kind that would make one party liable for the other party's acts, or to authorize either party to act as agent for or to enter into any commitments for or on behalf of the other.

12.5 <u>Subcontracting.</u> Customer agrees that Solidatus may subcontract parts or all of certain Services, however Solidatus will notify Customer in writing prior to a subcontractor performing any Services.

12.6 <u>Assignment.</u> Neither party can assign or transfer its rights and obligations under the Agreement without the other party's written consent, except to an affiliate or successor-in-title to its business.

12.7 <u>No waiver.</u> No delay or failure by a party to exercise any right or remedy under the Agreement will prevent the future exercise of any such right or remedy.

12.8 <u>Invalidity.</u> If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain valid and enforceable.

12.9 <u>Variation.</u> Except as expressly allowed by these Terms, any variations to the Agreement (such as an increase in the number of licensed Users) must be mutually agreed in writing and signed by both parties.

12.10 <u>Governing law and jurisdiction.</u> The Agreement is governed by the laws of the Governing Law (as described in an Order) and any disputes arising from it will be settled by the exclusive jurisdiction of the courts in the Jurisdiction (as described in an Order).

12.11 <u>Copies.</u> These Terms may be executed in multiple copies via electronic signature, each of which is an original, and all of which constitute one Agreement.

Provision of Support

1.1 <u>Summary.</u> This Support Policy sets out how Solidatus will provide Support to Customer to rectify any issues with the Software, including access to Documentation, training, and service requests. Subject to Customer's compliance with the terms of the Agreement, Solidatus will use commercially reasonable efforts to provide Support.

1.2 <u>Scope.</u> Support will only be provided to Customer; Customer is responsible for providing any similar support to Users. Support will be provided remotely unless the parties agree to on-site provision at Customer's premises, in which case Customer agrees to compensate Solidatus for reasonable travel and accommodation expenses.

1.3 <u>Representative.</u> Customer will be assigned a customer success manager (**Representative**) to assist Customer in its use of the Software and be the primary point of contact. The Representative's responsibilities include (but are not limited to):

- consulting on deployment matters, strategies, and feature usage,
- delivering product updates, and
- managing issues reported by Customer.

Solidatus may change the Representative at any time if necessary, however, at no time will Customer be without a Representative.

1.4 <u>Exclusions.</u> Support will not include, and Solidatus is not liable to correct issues caused by:

- Customer's failure to:
    - use the Software or any part of it in accordance with the Documentation,
    - promptly incorporate Updates and/or the continued use of an old version of the Software for more than 2 years after an Update has been made available, or
    - implement Failure corrections or modifications to the Software notified to Customer by Solidatus,
- alterations, additions, integrations, or modifications to the Software not authorized by Solidatus,
- Customer's or a third party's negligence, misuse, abuse, or mishandling of the Software,
- inappropriate environmental conditions (such as air-conditioning failures) or Customer's failure to maintain any hardware, operating systems, and other relevant software consistent with instructions in the Documentation for operating the Software (**Operating Environment**), and
- use of the Software on equipment the Software was not designed to be used on.

Reporting issues

2.1 <u>Contacts.</u> Customer will designate up to 3 individuals as the point of contact for communicating with Solidatus on Support (**Contacts**) who are knowledgeable in the use of the Software and the Operating Environment.

2.2 <u>Failures.</u> If the Software or any material part of it ceases to operate, or materially fails to function in compliance with the Documentation (a **Failure**).

2.3 <u>Reports.</u> Contacts will create individual tickets and submit separate requests for each Failure. Where an error can be divided into subordinate Failures, Contacts will submit a separate ticket for each subordinate Failure. When submitting tickets for support, Contacts must also submit a written report of the Failure (**Report**) to Solidatus at support@solidatus.com with the following information:

- a clear and detailed description of the Failure including the models and Users impacted,
- a description of the steps to reproduce the Failure and accompanying files and screenshots if applicable,
- a description of the current state of the Failure and, in particular, if the Software is still usable,
- how much of the functionality is affected and how many Users have the same problem,

- the web browser and version being used,
- details of attempts made to resolve the Failure or if any workarounds exist, and
- sufficient information for Solidatus' support teams to locate and reproduce the Failure and determine the following severity levels:

SEVERITY	FAILURE DESCRIPTION	RESPONSE TIME
1 - Urgent	Software is inoperative and no alternative method is available.	4 hours
2 - High	Software remains operational. The performance of the Software or a major component is materially degraded or the use of the Software is restricted.	8 hours
3 - Medium	The functionality of some components of the Software is impaired, but Users can use the Software and a workaround is available.	24 hours
4 - Low	Cosmetic issue that does not impair the Software's operation.	1 week

Resolutions

3.1 <u>Objective.</u> The parties agree the nature of the Software can cause Failures which cannot be corrected. Solidatus does not warrant that all Failures can or will be corrected. Solidatus will use reasonable commercial efforts to resolve Failures in accordance with the response times above, however, Solidatus' failure to meet these times will not constitute a failure to perform a material provision of this Support Policy.

3.2 <u>Actions.</u> After receiving the Report, Solidatus will determine the severity and log it in its ticketing system. If a Report is submitted outside of Solidatus' standard support hours, the Report will be as opened at the start of the following business day. For Failures in levels 1 and 2, Solidatus will take the following actions:

- assign a specialist to correct the Failure on an expedited basis,
- provide Customer ongoing updates on the status of a workaround/correction, and
- where applicable, provide Customer telephone assistance in accordance with the above response times. This applies when Customer needs:
  - o clarification of functions or features of the Software and Documentation,
  - o guidance to operate the Software, and
  - o Failure verification, analysis, and corrections as necessary for the Software to perform in accordance with the Documentation.

3.3 <u>Resolution.</u> Solidatus will use commercially reasonable efforts to resolve Failures with a reasonable workaround, Update, or a specific action plan addressing the Failure with an estimated time for rectification. Solidatus deems Reports closed when it:

- has implemented a workaround to restore functionality,
- is unable to use reasonable efforts to implement a workaround to restore functionality,
- determines a resolution requires action from Customer (such as acquiring equipment or software), or
- determines the efforts required to resolve a Failure cannot feasibly be completed within a reasonable amount of time.

Customer's obligations

4.1   <u>Obligations.</u> In addition to other obligations and restrictions set out in the Agreement, Customer agrees to:

- supervise, control, and manage the Software,

- implement backup procedures and maintain a current backup copy of all programs and Customer Data to protect against damage or loss during the performance of Support,

- provide Solidatus with reasonable telephonic or remote access to personnel and equipment on which the Software is operating (such as the ability to dial-in to equipment). Solidatus will inform Customer of the specifications for communications equipment and Customer is responsible for the cost and use of this equipment,

- document thoroughly and promptly submit Reports to Solidatus,

- provide appropriate training to personnel who use the Software and equipment on which the Software is operating, and

- only run virus protection or backup software when no calls are being taken.

4.2   <u>Consequences of failures.</u> If Customer's failure to comply with the obligations set out above causes a substantial increase in cost or difficulty in providing Support, Solidatus may suspend provision of Support on 10 days' written notice to Customer. This suspension will not affect Customer's obligation to pay Fees for the then-current Services.

Introduction

1.1 <u>Background.</u> This DPA governs the processing of personal data by Solidatus on behalf of Customer, pursuant to the Agreement between the parties.

1.2 <u>Definitions.</u> The following definitions are used in this DPA:

    a. **Adequate Country** means a country or territory that is recognized under Data Protection Laws from time to time as providing adequate protection for personal data,

    b. **Data Protection Laws** means all laws and regulations, including of the European Economic Area (**EEA**) and the United Kingdom (**UK**), applicable to the processing of Personal Data, including the GDPR and UK GDPR,

    c. **EU Transfer Mechanism** means Module 2 of the Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the EEA or Adequate Country to a third party country,

    d. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (as amended or replaced from time to time),

    e. **Transfer Mechanisms** means the EU Transfer Mechanism and UK Transfer Mechanism,

    f. **UK GDPR** means the GDPR, as transposed into UK national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended or replaced from time to time),

    g. **UK Transfer Mechanism** means the International Data Transfer Addendum issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022 (as amended from time to time), for the transfer of personal data from the UK to a third party country, and

    h. **data controller, data processor**, **data subject**, **personal data**, **processing**, and **supervisory authority** have the meanings ascribed to them in Data Protection Laws.

Any other capitalized but undefined terms used in this DPA are as defined in the Agreement.

About the parties and processing activity

2.1 <u>Parties' status.</u> In respect of the parties' rights and obligations under this DPA, Solidatus is the data processor and Customer is the data controller.

2.2 <u>Controller obligations.</u> Customer is solely responsible for obtaining all necessary consents, licenses, and valid legal bases under Data Protection Laws to allow Solidatus to process personal data provided to it under the Agreement. The parties warrant they will comply with (and will ensure that any staff and/or subcontractors comply with) Data Protection Laws.

2.3 <u>Processing activity.</u> Details of the personal data processed under this DPA and the scope of the processing activity are as described below:

Reason for the processing	To allow Solidatus to provide its Services to Customer as described under the Agreement.
Duration of the processing	For the Term of the Agreement.
Types of personal data	• Names and email addresses for account log-in purposes • Any personal data comprised in Customer Data
Data subjects	Customer may submit personal data of data subjects it chooses onto the Software which may include, but is not limited to, Customer's Users, employees, clients, and/or third parties with which Customer conducts business.

Special category data	No special category personal data will be processed.

Solidatus obligations

3.1 <u>Processor requirements.</u> Solidatus agrees to:

    a. only process personal data in accordance with this DPA and Customer's documented instructions,

    b. promptly inform Customer if any instructions provided infringe Data Protection Laws,

    c. implement appropriate technical and organizational measures as set out here to ensure a level of security appropriate to the risks presented by the processing. This includes protection against the accidental, unauthorized, or unlawful access to or destruction, loss, alteration, or disclosure of personal data,

    d. only allow Solidatus personnel access to personal data as required to perform the Services and ensure personnel are under obligations of confidentiality,

    e. promptly notify Customer of any breach of security in Solidatus' control,

    f. provide Customer with reasonable assistance in respect of a security breach and all information in Solidatus' possession concerning the security breach, and

    g. assist Customer when requested and at Customer's expense, in relation to data protection impact assessments, responses to data subjects' requests to exercise their rights under Data Protection Laws, and engagement with supervisory authorities.

3.2 <u>Audits and records.</u> Solidatus agrees to, in accordance with Data Protection Laws, provide information demonstrating its compliance with the obligations of data processors upon Customer's reasonable written request. Customer may exercise its right of audit under Data Protection Laws by:

    a. requesting an audit report or certification not older than 12 months by an independent external auditor demonstrating that Solidatus' technical and organizational measures are in compliant with Data Protection Laws, or

    b. requesting Solidatus to allow for and contribute to audits carried out by Customer or an independent third party at your expense.

Sub-processing

4.1 <u>Authorized sub-processors.</u> Customer consents to Solidatus' use of sub-processors when processing personal data. Solidatus will ensure its sub-processors, and any future sub-processors, comply with terms that are substantially similar to those imposed on Solidatus in this DPA, and is liable for all acts, errors, and omissions of its sub-processors.

4.2 <u>New sub-processors.</u> Solidatus may authorize new sub-processors and provide Customer with prior notice of such change. Customer may object to any future sub-processor on reasonable data protection grounds within 14 days of receiving this notification. Customer may terminate the affected Order without penalty if Solidatus is unable to provide a solution within a reasonable amount of time which is approved by Customer, such approval not to be unreasonably withheld.

International data transfers

5.1 <u>Transfer mechanisms.</u> Customer acknowledges that the provision of Services may require the processing of personal data outside the EEA, UK, or an Adequate Country. Where Solidatus processes personal data outside the UK, the EEA, or an Adequate Country:

a. it will act as the **data importer**,

b. Customer will be the **data exporter**, and

c. the Transfer Mechanisms will apply, and the information set out in Exhibit 1 is incorporated into the relevant Transfer Mechanism for the purposes of their completion.

5.2 <u>Additional measures.</u> If the Transfer Mechanisms are insufficient to safeguard the transfer, the data importer will promptly implement additional or replacement measures as necessary to ensure personal data is protected to the same standards required under Data Protection Laws.

Term and Termination

6.1 <u>Duration.</u> This DPA begins on the date which Customer's first Order takes effect and will remain in force for the duration of the Agreement.

6.2 <u>Consequences of termination.</u> After the termination of the Agreement, Solidatus will delete or return personal data to Customer upon Customer's written request. Solidatus may retain backup copies of personal data if necessary, and such backup copies will remain subject to the obligations and restrictions placed on Solidatus under this DPA until they are destroyed.

EXHIBIT 1

Solidatus

The information required to complete the Transfer Mechanisms is as follows:

EU Transfer Mechanism

VARIABLES	
Docking	Clause 7 does not apply.
Use of sub-processors	Clause 9(a) is completed as follows: The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation within 30 days of the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation.
Redress	The optional clause is deleted from Clause 11.
Supervision	Clause 13(a) is completed as follows: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as the competent supervisory authority.
Governing law	Clause 17 is completed as follows: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.
Forum and jurisdiction	Clause 18(b) is completed as follows: The Parties agree that those shall be the courts of Ireland.

APPENDIX TO THE CLAUSES

ANNEX I	
A. Party details	Entity and organisational details about the data exporter and data importer are as described in the Agreement.
B. Processing details	As set out in this DPA.
C. Supervisory authority	The Irish supervisory authority at the Office of the Data Protection Commissioner.
ANNEX II	
Security measures	As set out here.
ANNEX II	
Sub-processors	Available upon Customer's request.

UK Transfer Mechanism

EXHIBIT 1

Solidatus

PART 1: TABLES

TABLE 1	
Start date	The date on which Customer's first Order takes effect.
Party details	Entity and organisational details about the data exporter and data importer are as described in the Agreement.
TABLE 2	
Approved EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information.
TABLE 3	
Appendix Information means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:	
Annex 1A	List of parties: As described in the Agreement
Annex 1B	Description of transfer: As described in this DPA
Annex II	Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set out here
Annex III	List of sub-processors: Available upon Customer's request
TABLE 4	
Ending this Addendum when the Approved Addendum changes	Which parties may end this Addendum as set out in Section 19: Importer and Exporter

PART 2: MANDATORY CLAUSES

Mandatory Clauses	Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.