TERMS AND CONDITIONS

PREAMBLE

WHEN YOU PLACE AN ORDER USING THIS WEBSITE YOU ARE ENTERING INTO A CONTRACT ("THE AGREEMENT") WITH CYCLR SYSTEMS LIMITED, A COMPANY WHOSE REGISTERED OFFICE IS AT OFFICE 6-10 SUSSEX INNOVATION CENTRE, 12-16 ADDISCOMBE ROAD, LONDON CR0 0XT (REGISTERED NUMBER 08790783) AND THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS") SHALL APPLY TO THAT CONTRACT ("THE AGREEMENT"). BY PLACING AN ORDER INCORPORATING THESE TERMS, YOU (THE "CUSTOMER", "YOU/R") ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS WITH CYCLR SYSTEMS LIMITED, AND THAT YOU AGREE TO BE BOUND BY THEM.

WHEREAS

1. Cyclr Systems Limited (the "**Supplier**", "us") has developed and provides an application known as Cyclr which allows integrations to be made between other applications and computer systems (the **Application**). Commonly this type of application, and the way it is made available to subscribers via the internet, is called "an integration platform as a service" (iPaaS).

2. The Customer wishes to incorporate the Application into its product or service offering in order to facilitate application integration. The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Application subject to these Terms.

IT IS HEREBY AGREED

1. INTERPRETATION AND CHANGES

1.1 The definitions and rules of interpretation that apply in this Agreement are set out in clauses 32 and 33.

1.2 These Terms (i) may only be modified with the Supplier's explicit consent in writing in which case any of these terms not specifically modified shall continue with full effect; and (ii) cannot be modified or overridden by the Customer's terms of business or any other terms; and (iii) may, in accordance with clause 4, be varied from time to time by the Supplier.

2. SUBSCRIPTION

2.1 Subject to any restrictions contained in this Agreement the Supplier, in consideration of the Customer's obligations under this Agreement, grants to the Customer a non-transferable, non-exclusive right during the Subscription Term:

2.1.1 to use the Application and Documentation (including the Intellectual Property Rights therein) only to the extent strictly necessary for the Customer to perform its obligations under this Agreement;

2.1.2 to incorporate the Application into the Customer Application in order to provide the Customer with the functionality of the Application as described in Schedule 1.

3. RESTRICTIONS AND RESERVED RIGHTS

3.1 Where the Customer is a software or application provider, use is restricted to the Application being part of the Customer Application, and a Native Connector must always be included in all integrations. Where the Customer is using the Application as a general integration tool, it must be used for internal use by that Customer only, or for the provision of

managed services direct to Customer Clients. Other than with the explicit written consent of the Supplier, Customer Clients will not be provided with direct access to the Application, and the Application may not be marketed or sold by the Customer as a general integration tool.

YOUR USE OF THE APPLICATION IS SUBJECT TO THESE RESTRICTIONS. IF YOUR INTENDED USE OF THE APPLICATION WILL OR HAS THE POTENTIAL TO CONTRAVENE THESE RESTRICTIONS YOU MUST CONTACT US TO OBTAIN SEPARATE TERMS.

3.2 Nothing in this Agreement shall prevent the Supplier from providing the Application, including Library Connectors, to other Customers in any form. All rights not specifically and expressly granted to the Customer under this Agreement are reserved to the Supplier.

4. SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on, and subject to, the terms of this Agreement.

4.2 In order to develop and enhance the Services, the Supplier reserves the right as part of its Second Level Support obligations, to release corrections and updates to the Services at its discretion, and to otherwise alter and update these Terms to reflect current legislation, industry best practice and company strategy.

4.3 The Supplier will publish any new or altered Terms and make them available on its website at https://cyclr.com/terms-and-conditions. The new or altered Terms shall apply 30 days from the date of such publication.

4.4 If, as a result of new or altered Terms, the Customer's ability to use the Services is materially and adversely affected, the Customer may terminate this Agreement in accordance with clause 18.3.2.

5. CUSTOMER CONTENT, MARKS

5.1 The Customer (or its licensors) shall own all Intellectual Property Rights in and to the Customer Content and any Customer Application (which, for clarity, excludes any and all Intellectual Property Rights in and to the Application) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content and any Customer Application.

5.2 The Customer hereby grants to the Supplier a non-exclusive, non-transferable right during the Subscription Term to use the Customer's Intellectual Property Rights in the Customer Content and all Customer Applications for the sole purpose of enabling the Supplier to provide the Services to the Customer.

5.3 The parties acknowledge and agree that, subject to complying with any copyright and trademark notices, each may refer to the other, and use the other party's Marks, orally or in writing, when referring to the other as Customer or Supplier of the Services (as applicable) for promotional and marketing purposes, unless either party raises any objection in writing;

5.4 The parties acknowledge and agree that:

5.4.1 the Supplier is not responsible or liable for the storing and backing up of any Customer Content transmitted through use of the Services; and

5.4.2 at no time during the Subscription Term or thereafter shall either party attack, challenge or file any application with respect to the other party's Mark(s).

6. DATA PROTECTION

6.1 The terms and conditions of the Supplier's Data Protection Agreement (https://cyclr.com/data-protection-agreement) apply to these Terms and are hereby incorporated into this Agreement.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier undertakes that the Application will function materially in accordance with the Documentation. If the Application does not conform to the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out herein.

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

7.3 The Supplier provides the Customer with a Service Level Agreement as detailed in Schedule 2.

8. SUPPLIER'S SECOND LEVEL SUPPORT OBLIGATIONS

8.1 The Supplier shall provide Second Level Support to Customers who may, in accordance with the terms of this Agreement, request assistance with regard to the operation of the Services, by contacting the Support Desk through the support channels provided within the Application. The Support Desk is operated from 09:00 to 22:00 GMT Monday to Friday, excluding UK public holidays.

8.2 Requests for assistance to the Support Desk will be dealt with promptly, and the Supplier shall endeavour to make a first response to such requests within 3 Working Hours.

8.3 Should the problem be identified as being due to misuse of the Services, a charge may be made to the Customer for the investigation and correction of such problem.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

9.1.1 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations, including any of those relating to the export of data and software, with respect to its activities under this Agreement; and

9.1.2 ensure that Authorised Users use the Application and the Documentation in accordance with this Agreement and shall be responsible for breach of this Agreement caused or contributed to by any acts or omissions on the part of any Authorised User; and that all Customer's personnel with Administrative authority over the Application are Authorised Users; and

9.1.3 be solely responsible for procuring and maintaining its network connections and telecommunications links, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network and internet connections or telecommunications links; and

9.1.4 provide training to members of its own organisation, and ensure that the Authorised Users have the required level of technical competence and ability; and

9.1.5 be responsible for the provision of First Level Support; and

9.1.6 provide co-operation and a reasonable level of responsiveness and assistance to the Supplier in the Supplier's efforts to provide Second Level Support. Such co-operation and assistance shall include, but not be limited to:

9.1.6.1 the timely transmittal and release to the Supplier of appropriate and accurate documentation and information; and

9.1.6.2 the prompt review and analysis of the work performed by the Supplier; and

9.1.6.3 the making of facilities and personnel available to assist the Supplier when, and to the extent, it is reasonably requested.

10. EXCLUSIONS FROM SECOND LEVEL SUPPORT

10.1 The Supplier does not warrant that the Customer's use of the Application will be uninterrupted or error-free; or that the Application, Documentation and/or the information obtained by the Customer or any Customer Client through the Application will meet the Customer's or any Customer Client's requirements.

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

10.3 The Supplier shall be under no obligation to provide Second Level Support in respect of:

10.3.1 any non-conformance which is caused by use of the Application contrary to the Supplier's instructions, or modification or alteration of the Application by any party other than the Supplier or the Supplier's duly authorised contractors or agents; or

10.3.2 problems resulting from any modifications or customisation of the Application not made by or authorised in writing by the Supplier; or

10.3.3 third-party systems that may be connected with the Application; or

10.3.4 incorrect or unauthorised use of the Application or operator error where these are defined as use or operation not in accordance with the Documentation; or

10.3.5 any fault in any computer hardware; or

10.3.6 the Customer Application; or

10.3.7 use of the Application with any other software or applications that the Supplier has not expressly specified in the Documentation or otherwise agreed upon in writing by the Supplier; or

10.3.8 Connector errors where the Connector is a Bespoke Connector; or

10.3.9 integration errors where the error is caused by user error in set-up; or

10.3.10 issues relating to Customer or Customer Client data quality and/or authentication credentials; or

10.3.11 problems arising due to errors in, or the unavailability of, a third-party API, including the Customer's own API; or

10.3.12 problems arising where the Customer has created a proprietary interface to the Application, and the error is not caused by a problem within the Application; or

10.3.13 achievement of specific outcomes or goals within any integration workflow that the Customer builds, or seeks to build, using the Application; or

10.3.14 where an issue is caused as a result of the Customer not implementing a reasonably recommended action communicated to it via Cyclr's Support Desk.

11. LIMITED WARRANTY

11.1 The Supplier warrants that the Application will function materially in accordance with the Documentation but does not warrant that the functions of the Application will meet any particular requirements or that

their operation will be entirely error-free or that all program defects are capable of correction or improvement.

11.2 All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded. In the absence of fraud, no oral or written information or advice given by the Supplier or its agents or licensees shall create a warranty or give rise to any other liability other than is given in this Agreement.

11.3 Where the Supplier supplies third-party products or these are used within the Application, the Supplier will pass on to the Customer the benefit of any third-party supplied warranty.

12. CHARGES AND PAYMENT

12.1 The Customer will select a Price Plan from those available at https://cyclr.com/product/pricing.

12.2 The Supplier reserves the right to increase prices during the Subscription Term, subject to giving no less than 90 days written notice to the Customer (the 'Price Increase Notice Period').

12.3. In the event of an increase in prices, the Customer may, during the Price Increase Notice Period, terminate this Agreement in accordance with clause 18.3.3.

12.4 The Customer may at its sole discretion determine any on-sale price (if any) for the additional functionality provided by the Application and for other services it supplies to the Customer Clients.

12.5 All Fees stated or referred to in this Agreement are non-refundable, and are exclusive of sales taxes, which if applicable shall be added to the Fees at the appropriate rate.

12.6 Each Price Plan will specify the Fees payable, the billing currency and the frequency of billing.

12.7 Each Price Plan specifies the number of included Connectors and Tasks.

12.8 Any credits due under the Service Level Agreement as provided in Schedule 2 will be processed on the basis detailed in Schedule 2.

12.9 Customers may move between Price Plans should their requirements change. The move of Price Plan will take effect at the end of the current billing period.

12.10 The Customer may cancel its Subscription to the Services by giving notice to the Supplier in accordance with Clause 18.1. The Customer will be liable for all Fees up to the end of the current Subscription Term in which such notice was received.

13. Trial Accounts

13.1 The Supplier may at its discretion offer Trial Accounts without charge. Trial Accounts provide temporary and limited access to the Application for evaluation and testing purposes only; however Customer obligations for such accounts are identical to those applicable to paid accounts, except where Customer obligations are increased or superseded by clauses 13.2 and 13.3 below.

13.2. In a Trial Account the Customer may use the Application solely for its own internal evaluation, and for the Trial Period agreed between the parties. The Customer may access, display, run and utilise the Application internally in a non-production environment, subject to reasonable levels of usage, to be determined by Cyclr at its sole discretion. The Customer shall not use the Application in a production environment with, for, or on behalf of its own or any third-party customers.

13.3 In a Trial period, save for death and personal injury caused by Supplier negligence, or where any exclusion of liability is not enforceable under applicable law, the Supplier shall have no liability of any kind, in any circumstances whatsoever, to the Customer under or in connection with the Trial Account. Save for its obligations under clause 7.2, the Supplier gives no representations, conditions or warranties in respect of the Application or its functionality, which is provided for the Trial Period on an "as-is" basis without any warranty, including any obligation to support the Application during the Trial Period. For the avoidance of doubt, the Supplier does not warrant that use of the Application (and Documentation, where provided) during the Trial Period will be uninterrupted, timely, secure or free from error.

13.4 The Supplier may terminate access to a Trial Account within a Trial Period at any time, for any reason or no reason.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The Supplier is the owner or licensee of all Intellectual Property Rights in the Application and Documentation (including the Marks).

14.2 Neither this Agreement nor any communication from the Supplier shall be construed to convey or transfer any ownership or proprietary interest in any Supplier Intellectual Property Rights in the Application, Documentation or the Marks to the Customer or any third party.

14.3 Neither this Agreement nor any communication from the Customer shall be construed to convey or transfer any ownership or proprietary interest in any of the Customer's Intellectual Property Rights, to the Supplier or any third party.

14.4 The Customer agrees that:

14.4.1 the Application is the valuable property of the Supplier and except as permitted under this Agreement, shall be treated as confidential; and

14.4.2 it will not make distribute, display, disclose or otherwise make available; sell, license, lease, rent, loan, lend, transmit, network or otherwise assign, distribute or transfer the Application in any manner to third parties except to the Authorised Users, provided that the provision of the Application to Customer Clients is permitted to the extent necessary to enable them to use the Customer Application; and

14.4.3 except to the extent expressly permitted under this Agreement, it will not attempt to translate, adapt, vary, copy, modify, duplicate, create derivative works of the same for any purpose (including error correction or any type of maintenance), frame, mirror, republish, download, display, transmit or distribute all or any portion of the Application and/or Documentation (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application or build a product or service which competes with the Application.

14.5 The Customer undertakes throughout the Term:

14.5.1 not to cause or permit anything which may damage or endanger the Supplier's Intellectual Property Rights or the Supplier's title to them, or assist or allow others to do so; and

14.5.2 to notify the Supplier of any actual, threatened or suspected infringement of the Supplier's Intellectual Property Rights of which it becomes aware; and

14.5.3 to notify the Supplier of any claim by any third party of which it becomes aware that the Application infringes any Intellectual Property Rights of any third party; and

14.5.4 to use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and/or the Documentation and, on becoming aware of any such unauthorised access or use, promptly notify the Supplier; and

14.5.5 that any goodwill or reputation for the Application generated by the Customer's obligations under this Agreement will belong to the Supplier; and to acknowledge for whatever reason that the Customer shall not be entitled to claim recompense or compensation for such enhanced goodwill or reputation; and

14.5.6 to affix such notices to the Application or its packaging or advertising as the Supplier may be legally or statutorily required to do.

15. CONFIDENTIALITY

15.1 Each party (the Receiving Party) may be given access to Confidential Information from the other party (the Disclosing Party) in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

15.1.1 is or becomes publicly known other than through any act or omission of the Receiving Party;

15.1.2 was in the Receiving Party's lawful possession before the disclosure;

15.1.3 is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;

15.1.4 is independently developed by the Receiving Party, which independent development can be shown by written evidence.

15.2 Provided the Receiving Party promptly notifies the Disclosing Party of such disclosure (to the extent legally permitted) the Receiving Party may make disclosures to the extent required by law or the rules of any court or other body of competent jurisdiction, or any governmental or regulatory body.

15.3 Each party shall hold the other party's Confidential Information in confidence, and not use the other party's Confidential Information for any purpose other than the implementation of this Agreement; and, unless

otherwise required under clause 15.2 above, not make the other party's Confidential Information available to any third party.

15.4 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents (and also, in the case of the Customer only, by the Customer Clients) in breach of the terms of this Agreement.

15.5 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

15.6 The Customer shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party; but shall be so responsible if caused by any Customer Client.

15.7 The parties acknowledge that:

15.7.1 the Supplier's Confidential Information includes details of the Application, and

15.7.2 the Customer's Confidential Information includes the Customer Content and details of all Customer Applications (excluding the Application).

15.8 The above provisions of this clause 15 shall survive termination of this Agreement, howsoever arising.

16. INDEMNITY AND LIABILITY

16.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with breach of this Agreement by the Customer including (i) any act or neglect or default of the Customer's agents, employees or

Customer Clients; (ii) the Customer Content or any Customer Application; (iii) the Customer's Marks; or (iv) the Customer's or any Customer Client's use of the Application and/or Documentation.

16.2 The Supplier shall have no liability for any claim resulting from the combination of the Application with other applications which were neither supplied nor combined with the Application by the Supplier, other than where such combination has been implemented based on the Documentation or the Supplier's written instruction.

16.3 In no event shall the Supplier, its employees, agents and subcontractors be liable to the Customer for any claim in relation to an alleged infringement to the extent that the alleged infringement is based on (i) a modification of the Application or Documentation by anyone other than the Supplier; (ii) the use of the Application or Documentation by the Customer or any Customer Client in combination with any Customer Content or any Customer Application; (iii) the use of the Application or Documentation by the Customer or any Customer Client in a manner contrary to the instructions given to the Customer by the Supplier; or (iv) the use of the Application or Documentation by the Customer or any Customer Client after notice to the Customer of the alleged or actual infringement from the Supplier or any appropriate authority.

16.4 The foregoing and clause 17.4.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees, agents and subcontractors) entire obligations and liability, for infringement of any Intellectual Property Rights arising under or in connection with this Agreement.

17. LIMITATION OF LIABILITY

17.1 This clause 17 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents

and sub-contractors) to the Customer, Authorised User or any Customer Client:

17.1.1 arising under or in connection with this Agreement; and

17.1.2 in respect of any use made by the Customer, Authorised User or any Customer Client of the Application and Documentation or any part of them; and

17.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

17.2 Except as expressly and specifically provided in this Agreement:

17.2.1 the Customer assumes sole responsibility for results obtained from the use of the Application and the Documentation by the Customer or any Customer Client, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer or any Customer Client in connection with the Application, or any actions taken by the Supplier at the Customer's direction;

17.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

17.2.3 the Application and the Documentation are provided to the Customer and the Customer Clients on an "as is" basis.

17.3 Nothing in this Agreement excludes the liability of the Supplier for death or personal injury caused by the Supplier's negligence; or for fraud or fraudulent misrepresentation.

17.4 Subject to clause 17.2 and clause 17.3:

17.4.1 The Supplier shall not be liable whether in tort, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of

business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

17.4.2 the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

18. TERM AND TERMINATION

18.1 This Agreement shall become effective on the Commencement Date and shall continue for an initial subscription period of twelve months, and thereafter renew on an annual basis (the "Subscription Term") unless or until terminated by the Supplier in accordance with clause 18.2, or by the Customer in accordance with clause 18.3 below.

18.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement by giving written notice to the Customer:

18.2.1 with immediate effect, if payment of any amount due under this Agreement on the due date for payment is not received by Supplier, and remains unpaid for more than 30 days beyond the due date for any reason; or

18.2.2 with immediate effect, if the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

18.3 The Customer may terminate this Agreement:

18.3.1 by giving the Supplier no less than 90 days' notice in writing, termination being effective at the end of the Subscription Term in which the Termination is notified; or

18.3.2 in the event that use of the Services is materially and adversely affected as per clause 4.4 above, with immediate effect on written notification to the Supplier; or

18.3.3 in the event the Customer has elected to terminate the Agreement during a Price Increase Notice Period as per clause 12.3 above, with effect at the end of the Price Increase Notice Period.

18.4 On termination of this Agreement for any reason:

18.4.1 all rights granted under this Agreement shall immediately terminate; and

18.4.2 except as otherwise provided in this Agreement, and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement; and

18.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected or prejudiced; and

18.4.4 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, including clause 1 (Interpretation), clause 6 (Data Protection), clause 15 (Confidentiality), clause 16 (Indemnity and Liability) and clause 18 (Term and Termination), shall remain in full force and effect; and

18.4.5 any outstanding Fees become immediately due and payable.

19. FORCE MAJEURE

19.1 The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including without limitation, epidemics or pandemics, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

20. CONFLICT

20.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and in any Schedule to this Agreement, the provisions in the relevant Schedule shall prevail.

21. VARIATION

21.1 Subject to clause 4.2 and 12.2 no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

22.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. RIGHTS AND REMEDIES

23.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. SEVERANCE

24.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

24.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

25. ENTIRE AGREEMENT

25.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

25.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

26. ASSIGNMENT

26.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

26.2 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other party, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

27.2 Nothing in this Agreement shall establish any direct contract or commercial arrangement between the Supplier and any Customer Client.

28. THIRD PARTY RIGHTS

28.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. NOTICES

29.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes; or sent by email.

29.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of acknowledgement of email receipt.

30. DISPUTE RESOLUTION

30.1 In the event of a dispute arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) (a "Dispute"), the parties shall endeavour in good faith to resolve such Dispute by negotiation and consultation.

30.2 Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a senior manager who shall meet to try to resolve the Dispute. If such senior managers are unable to resolve the Dispute within a period of 15 Business Days of being requested to do so, each party will then escalate the Dispute to a director or equivalent for resolution. The directors will attempt to resolve the Dispute within a further period of 15 Business Days. If such directors are unable to resolve the matter, each party will then escalate the matter to a CEO, Chairman or equivalent. If the CEO, Chairman or equivalent of the parties is unable to resolve the Dispute within a further 30 business days, the parties reserve the right to resolve the Dispute by commencing formal Court proceedings.

30.3 Nothing in this clause 30 shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

31. GOVERNING LAW AND JURISDICTION

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

31.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

32. DEFINITIONS

"Application" the online software and tools provided by the Supplier including any updates the Supplier may make from time to time.

"Application Fault" a behaviour of the Application which does not meet any reasonable interpretation of the behaviour described within the Documentation. For the avoidance of doubt, an Application Fault does not occur where the Application does not meet a particular need but does meet a reasonable interpretation of the behaviour described in the Documentation.

"Authorised Users" those employees, agents and independent contractors of the Customer who are competent trained employees or persons under their supervision and authorised by the Customer to use the Application and the Documentation.

"Bespoke connector" a Connector developed within the Application by the Customer.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Commencement Date" the date an order is placed by the Customer using www.cyclr.com.

"Confidential Information" any information disclosed by or on behalf of one party (the Disclosing Party) to the other party (the Receiving Party) that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms, and whether directly or indirectly) is, or may reasonably be considered to be, confidential, proprietary or commercially sensitive in nature; and which relates to the business and affairs of the Disclosing Party including but not limited to (a) all Intellectual Property Rights of the Disclosing Party; and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from

the information referred to above, in accordance with clause 15.6. For the avoidance of doubt, any samples, prototypes, proof of concept or pre-production examples of Disclosing Party's Application provided to Receiving Party shall constitute Disclosing Party's Confidential Information under this Agreement, whether or not so marked and whether or not provided under this Agreement, a purchase order, on an early access basis, or a formal or informal Trial Account; as part of a reference design, or otherwise.

"Connector" an interface developed within the Application which enables connectivity with an application: Typically this uses the application's API.

"Customer Application" any application or service developed by the Customer that is used in conjunction with the Application, including both source code and object code.

"Customer Client" a person or entity who is provided use of the Customer Application.

"Customer Content" all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, either owned by or licensed to the Customer by a third party, and inputted by the Customer, Authorised Users or the Supplier on the Customer's behalf for

the purpose of using, developing or maintaining any Customer Application or using the Application or facilitating the Customer's or any Customer Client's use of the Application.

"Date Protection Agreement" or "DPA" Data Protection Agreement between the Customer and the Supplier as published at https://cyclr.com/data-protection-agreement.

"Disclosing Party" a party disclosing Confidential Information in accordance with clause 15.

"Documentation" documentation and guides provided by the Supplier qt docs.cyclr.com for use with the Application.

"Fees" the total amounts payable by the Customer under this Agreement.

"First Level Support" support and maintenance services supplied to a Customer Client by the Customer.

"Hosting Service" a service whereby applications are hosted and powered from remote cloud infrastructure and are accessed through the internet. Cyclr may allow the Customer to select from specific geographic locations for this Hosting Service on subscribing to Cyclr.

"Intellectual Property Rights" utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

subsist or will subsist now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.

"Library Connector" a Connector developed and maintained by the Supplier.

"Marks" a) any trademarks, trade names, service marks, trade dress, logos, URLs and domain names; b) any identifying slogans and symbols; c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and d) the "look and feel" of the Application or of the Customer Application, of a party to this Agreement, whether or not registered.

"Native Connector" a Connector that allows integration with the Customer's own application.

"New Connector" a Connector commissioned by the Customer to be built by the Supplier. Once built a New Connector becomes a Library Connector.

"Privacy and Security Policy" the privacy and security policy set out at https://cyclr.com/legal/privacy-policy or such other website address as may be notified to the Customer from time to time.

"Receiving Party" a party receiving Confidential Information in accordance with clause 15.

"Second Level Support" the (i) analysis, coding, testing and release of corrections and updates by the Supplier to the Application; and (ii) provision by the Supplier of a response to problems in the form of support ticket or email through the support channel provided in the Application.

"Service Level Agreement" The Service Level Agreement as defined in Schedule 2.

"Services" the provision of the Application and Second Level Support.

"Subscription" the right for the Subscription Term (on payment of associated Fees) to use the Application and Documentation (including the Intellectual Property therein) as and to the extent provided in clause 2, and as otherwise provided in this Agreement or its Schedules.

"Subscription Term" has the meaning given in clause 18.1.

"Task" a single movement of data from one third-party application into another third-party application using Connectors within the Application. The amount of data involved in a single Task is determined by any limitations of the API of the third-party applications in question.

"Trial Account" the provision by Supplier to the Customer of limited and temporary access to the Application for evaluation and testing purposes only.

"Trial Period" the limited period provided for a Trial Account, the duration of which is entirely at the Supplier's discretion.

"Working Hours" 9.00 am to 5.00 pm local UK time, each Business Day.

33. RULES OF INTERPRETATION

33.1 (a) clause, schedule and paragraph headings shall not affect the interpretation of the Agreement; (b) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality); (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (d) unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular; (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; (f) a reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement; (g) a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under

that statute or statutory provision; (h) a reference to writing or written includes email; (i) any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

SCHEDULE 1 – CONNECTORS

1. The Application uses Connectors to provide application integration. These Connectors use standardised definitions of an application's API authentication, methods and objects.

2. The Application includes a library of preconfigured Library Connectors which allows for integration with third-party APIs.

3. The Customer may use the Application to create its own Bespoke Connectors.

4. The development of New Connectors by the Supplier can be requested from time to time to support specific end user integrations. Pricing for New Connectors is by separate arrangement with the Supplier, and will be categorised by an approximation of the effort required to develop them as set out in the table below:

SCHEDULE 2 –SERVICE LEVEL AGREEMENT

1. This Service Level Agreement (the 'SLA') is applicable to all Customers with a valid Subscription to a Start-Up and/or a Growth Plan (the 'Plan Subscription') under this Agreement.

2. This SLA applies for new Customers of a Plan Subscription, from 20th January 2022.

3. Plan Subscriptions are provided with a 99.9% uptime SLA (the 'Availability Commitment') as measured by the Web Application Availability as monitored at https://status.cyclr.com (the 'WAA'). Availability for Availability Commitment purposes will be measured in relation to WAA in a specific calendar month.

4. Achievement of the Availability Commitment is measured by dividing the number of minutes of uptime as measured by the WAA in the calendar month by the total number of minutes in the calendar month, and expressing this as a percentage.

5. Plan Subscriptions will be hosted in one of the Supplier's dedicated Hosting Service environments. The Supplier currently offers Hosting Services in the UK, EU, USA and APAC, and the Availability Commitment only applies to the Hosting Services environment in which the Customer's Plan Subscription is directly hosted.

6. Any impact on WAA caused by any of the following is specifically excluded from the calculation of the Availability Commitment:

6.1 planned downtime for Application maintenance purposes that has been communicated no less than 5 working days in advance (communication is within the Application messaging board);

6.2 force majeure incidents; and

6.3 any issues related to the availability, or unavailability, of third party applications or APIs.

7. Where in any calendar month the Availability Commitment is not met (i.e. it is, subject to Clause 6 of this SLA, less than 99.9%) and the Customer submits a validated claim by ticket to the Supplier's Support Team within 30 days of the end of the affected calendar month, then the Supplier will

provide a credit equivalent to 5% of the value of the Customer's Plan Subscription for the calendar month in question (the 'Credit'). Credits will not be applied against any charges for excess Task usage or one-off charges as may be agreed between the Customer and Supplier from time to time. The Credit will, and can only, be applied to the Customer's next invoice.

8. In order to qualify for the Credit the Customer's Plan Subscription must be fully paid and up to date and not subject to a cancellation or termination notice.

9. Credits will be applied in the currency applicable to the Customer's Plan Subscription and may only be applied against the Customer's Plan Subscription. The Credit represents the Supplier's sole and exclusive remedy in regard to the Availability Commitment.