



SUBSCRIPTION AGREEMENT

This Fenergo Subscription Agreement is made and entered into on the last date of signature by the parties, below (the **"Effective Date"**), by and between Fenergo Limited, with its principal office at 4th Floor, North Dock 2, 91-94 North Wall Quay, North Dock, Dublin 1, D01 V8Y6, Ireland (**"Fenergo"**) and [CUSTOMER], with its principal office at [] (**"Customer"**), each a **"Party"** and, together, the **"Parties"**. These terms and conditions, together with the Order Form and Appendices attached hereto, are collectively referred to as the **"Subscription Agreement"**.

TERMS AND CONDITIONS

DEFINITIONS

In this Subscription Agreement, the following terms shall have the following meanings:

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means (a) direct or indirect beneficial ownership of more than 50% (or such lesser percentage that constitutes control) of the outstanding voting securities or other ownership interests of an entity; or (b) the power to direct or cause the direction of the management and policies of an entity by contract, right to elect a majority of the governing board or otherwise.

"Annual Fee" or **"Fee"** means the Annual Fee and the Additional Fees stated in the Order Form, plus the total amount of any increases pursuant to clause 5.1, below.

"Applicable Laws" means applicable laws, executive orders, regulations of all governments or agencies in any jurisdiction in which Fenergo makes the Fenergo Platform available pursuant to this Subscription Agreement.

"Confidential Information" means Customer Data and User Confidential Information, and all non-public information (whether oral or written) acquired by either Party as a result of negotiating, entering into or performing or receiving the benefits of this Subscription Agreement, which relates to the affairs or business of the other Party and without prejudice to the generality of the foregoing, its products, operations, pricing structures or know-how. Fenergo's Confidential Information includes, without limitation, the Fenergo Platform, the Documentation, and the terms of and pricing under this Subscription Agreement.

"Customer Data" means all electronic data submitted by or on behalf of Customer to the Fenergo Platform solely in accordance with this Subscription Agreement. Customer Data is subject to the data security provisions stated in Appendix D (Data Security).

"Documentation" means Fenergo's user guides and other end user information relating to the Fenergo Platform available on the online help feature of the Fenergo Platform, as may be updated by Fenergo from time to time.

"Entity" means any record in the Fenergo Platform that is subject to onboarding, maintenance and review (whether continuous or periodic). Entities do not include related-party records that are linked to an Entity.

"Fenergo Platform" means the Fenergo Client Lifecycle Management product(s) described in the Order Form and subscribed to by Customer in accordance with this Subscription Agreement.

"Fenergo Support" means support for the Fenergo Platform provided to Customer in accordance with Appendix B.

"Order Form" means the ordering document at Appendix A specifying the commercial terms agreed by Customer and Fenergo subject to the terms and conditions of this Subscription Agreement.

"Production Environment" means the single production instance (or other production instances only if provided for in the Order Form) used by the Customer for the purposes of live data processing in the conduct of the Customer's business operations.

"Registered Users" means individuals authorised by Customer to use the Fenergo Platform. Registered Users may include, for example, Customer's and Customer's Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business. No person may be a Registered User who is employed by, contracted to, or otherwise associated with a business known to Customer to be a competitor of Fenergo.

"Security Breach" means an actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, exfiltration of, or access to Confidential Information in Fenergo's control.

"Term" means the period set out in the Order Form which begins on the Effective Date.

"User Confidential Information" means any non-public information collected from end users of the Customer's services actively or passively, including without limitation their respective identities, contact information, and online behaviour, as well as non-public information about end users collected from third parties.

1. SUBSCRIPTION TO THE FENERGO PLATFORM

- 1.1. Subject to the terms of this Subscription Agreement, Fenergo grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right to allow its Registered Users to access and use the Fenergo Platform in accordance with the Documentation and solely for Customer's business purposes.
- 1.2. Customer shall be responsible for the acts and omissions of its directors, employees, contractors, agents, or Users with respect to their use of the Fenergo Platform and their acts or omissions affecting Customer's obligations under this Subscription Agreement, and all such use, acts, or omissions shall be deemed use, acts, or omissions of Customer.
- 1.3. Customer is responsible for all activities conducted under its and its Registered Users' logins on the Fenergo Platform. Customer shall use the Fenergo Platform in compliance with Applicable Laws and shall not:
 - (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Fenergo Platform, or any part thereof, or make it available to anyone other than its Registered Users;
 - (ii) send to or store in the Fenergo Platform any personal health data, credit card data, or other sensitive data;
 - (iii) send to or store in the Fenergo Platform any infringing or unlawful material;
 - (iv) send to or store in the Fenergo Platform any viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents or programs;
 - (v) attempt to gain unauthorised access to, or disrupt the integrity or performance of, the Fenergo Platform or the data contained therein;
 - (vi) modify, copy, mirror, or create derivative works based on the Fenergo Platform, or any portion thereof;
 - (vii) access the Fenergo Platform for the purpose of building a competitive product or service or copying its features or user interface;
 - (viii) delete, alter, or add to any proprietary notices or labels appearing in or on the Fenergo Platform or Documentation or which may be required by Fenergo at any time; or
 - (ix) disclose the results of any benchmark test of the Fenergo Platform to any third party.
- 1.4. Fenergo may immediately restrict or suspend Customer's access to the Fenergo Platform if Fenergo reasonably believes that Customer's use of the Fenergo Platform will adversely affect the security or integrity of the platform or the availability of the platform to other Fenergo customers; however, Fenergo will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy such use prior to restriction or suspension.
- 1.5. Customer shall cooperate with, assist, and shall make available all information reasonably required by Fenergo as necessary to enable Fenergo to carry out its obligations under this Subscription Agreement.

2. PROVISION OF THE FENERGO PLATFORM

Fenergo shall make the Fenergo Platform available to the Customer in accordance with this Subscription Agreement and the Documentation. Fenergo Support shall be provided in accordance with Appendix B. Professional services such as training or education, implementation and configuration of the Fenergo Platform or functional enhancements are not provided under this Subscription Agreement and, if required by Customer, must be purchased under a separate agreement.

3. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS ON USE

- 3.1. Fenergo and/or its licensors retain all right, title and interest in and to the Fenergo Platform, the Documentation and Fenergo's Confidential Information, including all intellectual property rights therein.
- 3.2. As between Fenergo and Customer, Customer owns its Customer Data. Customer grants to Fenergo, its Affiliates and applicable contractors a worldwide, limited-term licence to host, copy, transmit and display Customer Data, as necessary for the provision of the Fenergo Platform in accordance with this Subscription Agreement. Except for the licences granted in this clause, Fenergo acquires no right, title or interest under this Subscription Agreement in or to any Customer Data.
- 3.3. Customer will promptly notify Fenergo upon becoming aware of any use of the Fenergo Platform or Documentation that is not authorised by this Subscription Agreement.

4. COMPLIANCE WITH LAWS

The Customer shall be responsible at its own expense for complying with all Applicable Laws and obtaining any applicable licences and consents relating to its use of the Fenergo Platform and the performance of its obligations under this Subscription Agreement. Fenergo shall comply with all Applicable Laws applicable to its performance of its obligations under this Subscription Agreement and the provision of the Fenergo Platform to its customers generally (i.e., without regard for Customer's particular use of the Fenergo Platform).

5. CHARGES AND PAYMENT

- 5.1. The Customer shall pay the Fee annually in advance to Fenergo within 30 days of the date of Fenergo's invoice. Fenergo may increase the Fee annually by 5% plus the percentage equal to the percentage change in the Consumer Price Index published by the Central Statistics Office of Ireland for the period from the date of the last such increase or, if there has been no previous increase, since the Effective Date.
- 5.2. Applicable taxes (including value added tax, sales, use and similar taxes of any kind) shall also be payable by the Customer at the prescribed rate at the time of invoicing. If the Customer is required to make any withholding or other deduction on account of any tax, it shall provide to Fenergo evidence of the obligation to pay such withholding tax.
- 5.3. The Customer may not deduct or set-off any sums from the Fee. Customer's failure to pay the Fee within 20 days after the due date of the relevant invoice shall be a material default. Fenergo reserves the right, without prejudice to any other right or remedy, to suspend access to the Fenergo Platform on 5 days' prior notice in the event of such default. A late fee shall be payable on past amounts due at the rate of 1.5% per month (or the highest amount permitted under applicable law, whichever is less) from the due date of such amounts until the date that they are paid. The prevailing Party in any legal action to recover or collect Fees shall be entitled to payment by the other Party of its attorney's fees and costs incurred in the action.

6. LIMITED WARRANTY

- 6.1. Fenergo warrants that it has the right to enter into this Subscription Agreement and to grant to Customer the right set out in clause 1.1.
- 6.2. Fenergo further warrants that:
- (i) it will exercise reasonable professional skill and care in providing the Fenergo Platform to Customer;
 - (ii) it will use sufficiently experienced and qualified personnel to provide the Fenergo Platform to the Customer;
 - (iii) Fenergo will employ then-current, industry-standard measures to detect and remediate in its IT environment viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Fenergo Platform, and
 - (iv) the Fenergo Platform will operate in conformity with the Documentation in all material respects.
- As Customer's exclusive remedy and Fenergo's entire liability for a breach of the warranty set forth in clause 6.2 (iv), Fenergo shall use commercially reasonable efforts to correct the non-conformity at no additional charge to Customer within a reasonable time of receipt of notice from Customer detailing the non-conformity causing the breach.
- 6.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS SUBSCRIPTION AGREEMENT, FENERGO DOES NOT WARRANT THAT THE FENERGO PLATFORM WILL BE AVAILABLE WITHOUT INTERRUPTION, ERROR FREE OR FREE OF HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS WARRANTIES IN CLAUSE 6.2, THE FENERGO PLATFORM IS PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, FENERGO EXCLUDES ALL OTHER EXPRESS AND IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE FENERGO PLATFORM ARISING BY LAW OR OTHERWISE.

7. INDEMNIFICATION

- 7.1. Fenergo will defend or settle, at its option, a claim in any legal proceeding brought against the Customer to the extent that it seeks damages caused by the alleged infringement of a third party's patent, trade secret, or copyright by the Fenergo Platform. Fenergo will indemnify the Customer against all damages attributable exclusively to such alleged infringement awarded in a judgment by the court finally determining the proceeding, PROVIDED THAT the Customer:
- (i) gives notice of the claim promptly to Fenergo;
 - (ii) does not compromise or settle such claim;
 - (iii) provides to Fenergo, at Fenergo's expense, all information and assistance necessary for the defence of the claim;
 - (iv) uses all reasonable endeavours to mitigate any losses or damage.
- 7.2. If the Fenergo Platform is found to infringe third party intellectual property rights in a final court judgment, or if, in the reasonable opinion of Fenergo, the Fenergo Platform is likely to be the subject of an infringement claim, Fenergo may, at its option and expense:
- (i) obtain for the Customer the right to continue to use the Fenergo Platform;
 - (ii) replace or modify the Fenergo Platform so that it becomes non-infringing; or
 - (iii) if (i) or (ii) are not reasonably feasible, terminate this Subscription Agreement and refund any prepaid Fee relating to the period after the termination date.
- 7.3. Fenergo shall have no liability or obligation to the extent that any claim results from:
- (i) modifications to the Fenergo Platform other than modifications made by Fenergo;
 - (ii) the combination of the Fenergo Platform with other products, processes or technologies (where the infringement would have been avoided but for such combination); or
 - (iii) Customer's use of the Fenergo Platform other than in accordance with Documentation and this Subscription Agreement.
- 7.4. In no circumstances shall Fenergo be liable for any costs or expenses incurred by the Customer in connection with a claim without Fenergo's written authorisation.
- 7.5. Clauses 7.1 to 7.4 state the entire liability and obligation of Fenergo and exclusive remedy of the Customer for claims that the Fenergo Platform infringes a third party's intellectual property rights.
- 7.6. Customer Indemnification Obligation. Customer will defend Fenergo from any and all claims, demands, suits or proceedings brought against Fenergo by a third party alleging a violation of a third party's rights arising from Customer's provision of the Customer Data. Customer will indemnify Fenergo for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Customer.

8. LIMITATION OF LIABILITY

- 8.1. The total liability of either Party to the other for damages arising under this Subscription Agreement, whether sounding in contract, tort (including negligence), misrepresentation or otherwise, even if the Party has been apprised of the possibility of such damage, will not exceed 100% of the Annual Fee as of the date that the liability accrued.
- 8.2. Other than as expressly provided herein, to the fullest extent permissible under law, in no event shall a Party be liable to the other for:
- (i) any incidental, consequential, indirect, special or punitive damages or losses;
 - (ii) any error or interruption of use;
 - (iii) any direct or indirect loss of profits; or
 - (iv) any lost savings, loss of use or loss of data
- arising out of or related to this Subscription Agreement or with respect to the implementation, use or operation of the Fenergo Platform, arising under this Subscription Agreement, whether sounding in contract, tort (including negligence), misrepresentation or otherwise even if the Party has been apprised of the possibility of such damages.
- 8.3. Each of the provisions of this clause shall be severable from the others and the exclusions and restrictions set out herein are reasonable and fair in all the circumstances. To the extent that any restrictions or exclusions of liability in respect of any loss or damage incurred by reason of performance or use of the Fenergo Platform are held by a court of competent jurisdiction to be unreasonable or unenforceable, then, to the extent permitted by law, the exclusions and restrictions unaffected by such holding will remain valid and enforceable.
- 8.4. The limitation of liability described in clause 8.1 shall not apply with respect to a breach of the obligations under clauses 5 (Charges and Payment), 7 (Indemnification), 13 (Data Protection), and 15 (Confidentiality).

- 8.5. Nothing in this Subscription Agreement shall operate to exclude liability for:
- (i) death or personal injury resulting from negligence in the course of the performance of its obligations under this Subscription Agreement; or
 - (ii) any fraudulent misrepresentation upon which the other Party can be shown to have relied; or
 - (iii) any other matter not capable of being limited or excluded in law.

9. ASSIGNMENT

- 9.1. This Subscription Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may, or will have the power to, assign this Subscription Agreement without the prior written consent of the other Party, except that Fenergo may assign its rights and obligations under this Subscription Agreement, in whole or in part, to any then-existing Affiliate of Fenergo.

10. TERM AND TERMINATION

- 10.1. This Subscription Agreement will remain in force during the Term. Upon expiration of the Term, this Subscription Agreement will automatically renew for additional terms equal in duration to the initial Term (each a "Renewal Term"), unless and until either Party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term or Renewal Term.
- 10.2. Either Party may terminate this Subscription Agreement, in addition to any other remedies it may have, if the other Party is in default of a material obligation under this Subscription Agreement and fails to cure such default within 30 days following its receipt of notice of the default.
- 10.3. Either Party may terminate this Subscription Agreement, effective upon notice to the other Party, if in any jurisdiction
- (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy;
 - (ii) the other Party is unable to pay its debts as they fall due;
 - (iii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days;
 - (iv) the other Party is judged bankrupt or insolvent.
- 10.4. Upon request by Customer made prior to the termination of this Subscription Agreement, Fenergo will make available to Customer, at no cost, for a maximum of thirty (30) days following the end of the Term for download a file of Customer Data in an industry standard format. After such 30-day period, Fenergo shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data by deletion of Customer's unique instance of the Fenergo Platform; provided however, that Fenergo shall continue to protect in accordance with this Subscription Agreement any Customer Data that it continues to maintain.
- 10.5. Upon termination of this Subscription Agreement for any reason, all rights granted to Customer will immediately terminate and Customer will cease using the Fenergo Platform (except as otherwise permitted under clause 10.4 (Retrieval of Customer Data)) and Fenergo Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay all future amounts due under this Subscription Agreement. The clauses relating to Definitions, Confidentiality, Ownership, Fees, Expenses and Taxes, Limitation of Liability, Indemnification, Term and Termination, and General shall survive any termination or expiration of this Subscription Agreement.

11. NOTICES

Any notice required or permitted under this Subscription Agreement shall be in writing and shall be deemed served when delivered:

- (i) by hand with written confirmation of receipt;
- (ii) by FedEx, DHL or a similar internationally-recognised express courier, or
- (iii) by registered or certified mail.

In each case, service shall be to the receiving Party's address as set out in the Order Form or to any other address that the receiving Party may have given for such purposes in the manner specified in this clause. A communication that is delivered by a method not expressly authorised in this clause is not a notice and shall be deemed null and void in any circumstance where the communication contained in it is required by this Subscription Agreement to be given in a notice.

12. DATA PROTECTION

In the event that any personal data is supplied by one Party to the other in connection with this Subscription Agreement, such personal data shall be processed by the other as data processor on behalf of the Party providing the personal data and the former Party shall be the data controller of the personal data. Each party shall comply with the provisions of Applicable Data Protection Legislation and Appendix C hereto.

13. GENERAL

- 13.1. Entire Agreement: This Subscription Agreement, contains the entire agreement and understanding of the Parties relating to the subject matter covered and supersedes all prior statements, representations, discussions, negotiations and agreements both oral and written. In entering into this Subscription Agreement, neither Party has relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Subscription Agreement or not) other than as expressly set out in this Subscription Agreement, including, without limitation, any statement concerning the present or future functionality or features of the Fenergo Platform. For the avoidance of doubt, the terms and provisions of this Subscription Agreement shall take precedence over any terms or representations appearing in any purchase order emanating from the Customer at any time.
- 13.2. Amendment: No amendment to this Subscription Agreement shall be effective unless it is in writing, signed by the Parties and expressed to be for the purpose of such amendment.
- 13.3. Relationship of Parties: Nothing in this Subscription Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee.

- 13.4. Remedies and Waiver: All rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the Parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 13.5. Severability: If any clause or part thereof of this Subscription Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.
- 13.6. Publicity: Fenargo may use Customer's name to identify Customer as a customer of Fenargo and a user of the Fenargo Platform, including on Fenargo's public website. Customer shall co-operate with Fenargo to issue a press release concerning Customer's selection and use of Fenargo upon signature of this Agreement and first use in production by the Customer of the Fenargo Platform.
- 13.7. Electronic Signing: This Subscription Agreement may be electronically signed by one or both Parties. Any electronic signature used by a Party to sign this Subscription Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Subscription Agreement shall be construed to require a Party to sign this Subscription Agreement by electronic signature.
- 13.8. Counterparts: This Subscription Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Subscription Agreement, but all the counterparts shall together constitute the same agreement.
- 13.9. Governing Law and Jurisdiction: This Subscription Agreement shall be governed by and construed in accordance with the laws of Ireland, without giving effect to the principles of conflicts of law thereof. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Subscription Agreement will be brought exclusively in the courts of Ireland. Each of the Parties hereby consents to personal jurisdiction in any such action, suit or proceeding brought in such court (and of the appropriate appellate courts therefrom) and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing in this clause shall preclude an agreement between the Parties to refer a dispute to mediation or another form of alternative dispute resolution.

14. CONFIDENTIALITY

- 14.1. During the Term and any Renewal Term, and for a period of three (3) years after termination of this Subscription Agreement, each Party shall keep confidential the Confidential Information and, in particular:
- (i) shall not use Confidential Information for a purpose other than the performance of its obligations under this Subscription Agreement;
 - (ii) shall not disclose to any person, except for any Affiliates and subcontractors that need to know the relevant Confidential Information for the purpose of carrying out their obligations, any of the Confidential Information without the prior written consent of the Customer or Fenargo, as the case may be; and
 - (iii) shall make every effort to prevent the use or disclosure of Confidential Information, including taking such measures as may be necessary to prevent unauthorised access.
- 14.2. Each Party shall inform any of its directors, officers, employees and any subcontractor or other third party to whom it properly provides any Confidential Information of the other Party in accordance with the terms of this clause 14, that such information is confidential and shall instruct them:
- (i) to keep it confidential;
 - (ii) not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Subscription Agreement); and
 - (iii) in relation to subcontractors and any other third party, to enter into a confidentiality undertaking containing obligations equivalent to those set out in this Subscription Agreement and only to the extent necessary for the performance of Fenargo's obligations.
- 14.3. The obligations of confidentiality set out in this clause 14 shall not apply to:
- (i) information which is or becomes generally available within the public domain other than as a result of a breach of this clause 14;
 - (ii) information which a Party can show to have been known by it before disclosure to it by the other Party;
 - (iii) information which is or becomes available to a Party otherwise than pursuant to this Subscription Agreement and free of any restrictions as to its use or disclosure;
 - (iv) the disclosure of information required to be disclosed by law or any binding judgement, order or requirement of any court or other competent authority;
 - (v) the disclosure of information to any tax and/or regulatory authority to the extent reasonably required for the purposes of the tax and/or regulatory affairs of the Party concerned;
 - (vi) the disclosure of information by Fenargo to the hosting and/or infrastructure vendor (Amazon Web Services or a similar vendor) used by Fenargo in connection with its provision of the Fenargo Platform to the Customer provided that such hosting and/or infrastructure vendor agrees to keep such information confidential in accordance with the provisions of this clause 14; or
 - (vii) the disclosure of information by the Customer to any potential or actual replacement vendor provided that such replacement vendor agrees to keep such information confidential in accordance with the provisions of this clause 14.
- 14.4. Where disclosure is made pursuant to clause 14.3(iv), such disclosure will only be made:
- (i) after prior consultation, where legally permitted, with the Customer or Fenargo, as the case may be, as to the terms of such disclosure; and
 - (ii) only to the person or persons and in the manner required by law or as otherwise agreed between the parties.

14.5. To the extent that Confidential Information of either the Customer or Fenargo is no longer required by the other Party to enable it to perform its obligations or exercise its rights hereunder, such other Party shall, and shall procure that its officers, agents, employees, consultants, subcontractors and representatives, return or destroy such Confidential Information together with any copies, notes, transcriptions or records thereof in its control, power or possession to the disclosing Party forthwith upon demand but in any event shall return or on the request of the disclosing Party destroy the disclosing Party Confidential Information and all copies of the same upon termination of this Subscription Agreement. In either case, the receiving Party shall confirm in writing to the disclosing Party that it has either returned or destroyed the Confidential Information and that it no longer holds any copies, notes, transcriptions or records thereof in its control, power or possession.

15. ANTI-BRIBERY

Each Party warrants that it, including its employees and its intermediaries, has complied with, and will comply with, all applicable anti-bribery laws in connection with this Subscription Agreement.

16. INSURANCE

Fenargo will maintain adequate insurance cover issued by a reputable insurance company with an A.M Best rating of not less than A-, or a Standard & Poor's rating of not less than AA, to cover liability accepted by it in this Subscription Agreement.

SIGNATURES OF THE PARTIES

SIGNED for and on behalf of Customer Signature: Name: Title: Date:	SIGNED for and on behalf of Fenargo Limited Signature: Name Title: Date:
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APPENDIX A
Order Form

Customer Name and Address																
Scope of Business Use	<p>Customer Business Line(s):</p> <ul style="list-style-type: none"> (Add Business Line) <p>Type of Entity covered:</p> <ul style="list-style-type: none"> (Add Entity type) <p>Jurisdiction(s):</p> <ul style="list-style-type: none"> (Add Jurisdiction) 															
Description of Fenergo Platform	<p>The Annual Fee provides a Subscription to the Fenergo Platform and includes the following</p> <p>Base Solution(s):</p> <ul style="list-style-type: none"> Know Your Customer and Onboarding (KYC) Transaction Monitoring <p>Additional Module(s):</p> <ul style="list-style-type: none"> Client Portal Trader Portal Investor Portal Salesforce Identity and Verification (ID&V) Loan Origination Integration Flows <p>Agentic Layer</p> <ul style="list-style-type: none"> Screening Agent Document Agent Significance Agent Data Sourcing Agent Chat Agent (KYRA) <p>Further details of the Fenergo Platform can be found here: https://docs.fenergox.com/home</p>															
Term Start Date																
Term	Four (4) Years from Term Start Date															
Annual Fee and Invoicing*	<p>Annual Fee: €XXX*</p> <table border="1"> <thead> <tr> <th>Invoice Date</th><th>Applicable Period</th><th>Fee</th></tr> </thead> <tbody> <tr> <td>On signature</td><td>Year 1 of Term</td><td>XXX</td></tr> <tr> <td>2 months prior to first anniversary of Term Start Date</td><td>Year 2 of Term</td><td>XXX*</td></tr> <tr> <td>2 months prior to 2nd anniversary of Term Start Date</td><td>Year 3 of Term</td><td>XXX*</td></tr> <tr> <td>2 months prior to 3rd anniversary of Term Start Date</td><td>Year 4 of Term</td><td>XXX*</td></tr> </tbody> </table> <p><i>*Subject to price increase as per clause 5.1</i></p> <p>Invoicing:</p> <ul style="list-style-type: none"> Year 1: Invoiced on signature of the Subscription Agreement Subsequent annual invoices issued 2 months prior to the anniversary of Term Start Date. 	Invoice Date	Applicable Period	Fee	On signature	Year 1 of Term	XXX	2 months prior to first anniversary of Term Start Date	Year 2 of Term	XXX*	2 months prior to 2 nd anniversary of Term Start Date	Year 3 of Term	XXX*	2 months prior to 3 rd anniversary of Term Start Date	Year 4 of Term	XXX*
Invoice Date	Applicable Period	Fee														
On signature	Year 1 of Term	XXX														
2 months prior to first anniversary of Term Start Date	Year 2 of Term	XXX*														
2 months prior to 2 nd anniversary of Term Start Date	Year 3 of Term	XXX*														
2 months prior to 3 rd anniversary of Term Start Date	Year 4 of Term	XXX*														
Special Conditions																

Customer Invoicing Contact(s)																																															
Environments	<div>Core Fenergo KYC</div> <div>Single Site<ul style="list-style-type: none">Tenant 1 - ProductionTenant 2 – Gold Tenant (Allows PII Data)Tenant 3 – Systems Integration Testing (SIT)Tenant 4 – User Acceptance Test (UAT)Tenant 5 – Development</div> <div>Core Fenergo Transaction Monitoring<ul style="list-style-type: none">Tenant 1 - ProductionTenant 2 – User Acceptance Test (UAT)</div> <div>The Fenergo Platform is deployed in a highly available topology using multiple availability zones within an AWS region. This facilitates Disaster Recovery within the region if one availability zone becomes unavailable.</div> <div>Any additional Software Development Lifecycle (SDLC) or production environments required are subject to an additional fee which will be agreed with Customer at the time of request. This will be executed via an amendment to this Subscription Agreement.</div>																																														
Deployment Location																																															
Committed Usage Policy	<div>Policy Table</div> <table><tr><th>Usage Band</th><th>Usage Parameter</th><th>Number</th><th>Annual Fee</th></tr><tr><td rowspan="6">1</td><td>Total No. of Entities</td><td>Up to [value]</td><td rowspan="6">Included in Annual Fee</td></tr><tr><td>No. of transactions per annum</td><td>Up to [value]</td></tr><tr><td>Portal – No. of average monthly portal users</td><td>Up to [value]</td></tr><tr><td>ID&V – No. of verifications per annum</td><td>Up to [value]</td></tr><tr><td>Integration Flows – Total No. of invocations</td><td>Up to [value]</td></tr><tr><td>Agentic Layer – No. of tasks per annum</td><td>Up to [value]</td></tr><tr><th>Usage Band</th><th>Usage Parameter</th><th>Number</th><th>Additional Fee *</th></tr><tr><td>2</td><td>Total No. of Entities</td><td>Up to [value] additional</td><td>€ [value]</td></tr><tr><th>Usage Band</th><th>Usage Parameter</th><th>Number</th><th>Additional Fee*</th></tr><tr><td rowspan="5">3</td><td>Total No. of Entities</td><td>Up to [value]</td><td>€ [value]</td></tr><tr><td>No. of transactions per annum</td><td>Up to [value]</td><td>€ [value]</td></tr><tr><td>No of average monthly portal users</td><td>Up to [value]</td><td>€ [value]</td></tr><tr><td>ID&V – No. of verifications per annum</td><td>Up to [value]</td><td>€ [value]</td></tr><tr><td>Integration Flows – Total No. of invocations</td><td>Up to [value]</td><td>€ [value]</td></tr></table>	Usage Band	Usage Parameter	Number	Annual Fee	1	Total No. of Entities	Up to [value]	Included in Annual Fee	No. of transactions per annum	Up to [value]	Portal – No. of average monthly portal users	Up to [value]	ID&V – No. of verifications per annum	Up to [value]	Integration Flows – Total No. of invocations	Up to [value]	Agentic Layer – No. of tasks per annum	Up to [value]	Usage Band	Usage Parameter	Number	Additional Fee *	2	Total No. of Entities	Up to [value] additional	€ [value]	Usage Band	Usage Parameter	Number	Additional Fee*	3	Total No. of Entities	Up to [value]	€ [value]	No. of transactions per annum	Up to [value]	€ [value]	No of average monthly portal users	Up to [value]	€ [value]	ID&V – No. of verifications per annum	Up to [value]	€ [value]	Integration Flows – Total No. of invocations	Up to [value]	€ [value]
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		Agentic Layer – No. of tasks per annum	Up to [value]	€ [value]
	<p style="text-align: center;">Additional Fees</p> <p>The Annual Fee stated in the Order Form includes the use of the Fenergo Platform by (i) up to the number of Registered Users (ii) up to the number of average monthly portal users and (iii) the maintenance in the Fenergo Platform of up to the number of Entities stated in Usage Band 1 of the Policy Table. If the number for any parameter provided by the Customer's then-current Usage Band is exceeded during any year of the Term or a Renewal Term, then the Customer shall be deemed to have purchased the additional Usage Band(s) necessary to cover such usage and the Annual Fee shall be increased permanently by the amount of the Additional Fee for such Usage Band(s)</p> <p>* The Additional Fee shall be increased annually in accordance with the terms of clause 5 (Charges and Payments) applicable to the Annual Fee.</p>			

APPENDIX B Fenergo Support

Fenergo shall provide [select option below: standard/premium] support for the Fenergo Platform via the Fenergo Support Team in case of an event that causes an unplanned interruption to the Fenergo Platform, substantial reduction in the performance of the Fenergo Platform or a failure with the potential to materially impact the Fenergo Platform (an "**Incident**"). Fenergo will use commercially reasonable efforts to promptly respond to each Incident.

1. Support Portal

- 1.1. Fenergo maintains a support portal through which Customer's primary representative may report an Incident.

For Severity 1 Incidents, Fenergo provides 24 x 7 x 365 telephone support (see clause 3, below). For all other Incident severity categories, Fenergo Support is available from 9.00am to 5.30pm Dublin time (Western European Time), Monday through Friday, excluding Irish public holidays.

- 1.2. Fenergo shall use commercially reasonable efforts to resolve each reported Incident in accordance with the timescales set out herein depending on the Severity level set by Fenergo or as agreed by Fenergo and the Customer from time to time.

- 1.3. All other Incidents shall be reported by the Customer completing an incident report in Fenergo's support portal. The Customer must provide in the incident report sufficient information to enable Fenergo to determine the severity and to diagnose the cause of Incident. On receipt of the incident report, Fenergo may request further information required to enable it to diagnose the cause and the Customer shall respond promptly with the information requested.

- 1.4. Fenergo reserves the right to refuse to provide Support if the Incident arises because of

- Any unauthorised modification or misuse of the Fenergo Platform; or
- any failure, delay, corruption, error, inaccuracy, discrepancy, incompleteness, or omission in or to any instruction, message or any other matter which arises within or is caused by an application or other system of the Customer not authorized, provided or licensed by Fenergo ("**Third Party System**"), or between one or more Third Party Systems and the Fenergo Platform (including any associated communications or the means by which users of Third Party Systems connect to such systems or such systems connect to the Fenergo Platform). Fenergo shall have no obligation to provide Support in relation to errors which are not demonstrable by Customer at the time of notification of the Incident and reproducible on a Fenergo test platform.

- 1.5. Support shall be limited to using commercially reasonable efforts to correct reproducible faults and/or providing the Customer with a work-around solution having materially equivalent functionality where the Fenergo Platform fails to substantially conform to the Documentation.

2. Incident Prioritisation

Standard

Severity Level	Description	Examples	Incident Response Time
Severity 1 – Critical	Severe Impact. Fenergo Platform has failed in FenergoX.com to operate as described in the Documentation to the extent that it is causing significant business impact or affecting a major application or mission critical system.	Major system outage, production system crashes; business service is not operational. No workaround is available. Examples: <ul style="list-style-type: none"> • Login page / web application unavailable • Application query or command API is not responsive / consistent server errors for all conditions and methods • Users cannot complete tasks or forms • Tasks are consistently resulting in errors • Journeys not being started 	Immediate, issues worked 24x7 until appropriate workaround or permanent fix is provided
Severity 2 - High	High Impact. Fenergo Platform has failed in the Production Environment to operate as described in the Documentation to the extent that it seriously affects the business service or major application.	Components of the Fenergo Platform continue to be used; however, there is no workaround available for the reported issue. Examples: <ul style="list-style-type: none"> • Search results are not returned • Some application query or command APIs are not responsive / server errors for a subset of 	8 Hours

		conditions that do not block Users from using the application	
Severity 3 – Medium	Moderate Impact. Fenergo Platform has failed in the Production Environment to operate as described in the Documentation to the extent that it moderately affects the business service or major application.	Components of the Fenergo Platform continue to be used; however, and a workaround is available for the reported issue to the extent that the business operation of the function can be achieved. Examples: <ul style="list-style-type: none"> • Configuration tooling is not working • Notification system not sending or receiving notifications 	12 Hours
Severity 4 - Low	No Impact.	Issue with the Fenergo Platform in the Production Environment of a cosmetic nature or that is perceived by the Customer as a minor annoyance where functionality is not impaired. Examples: <ul style="list-style-type: none"> • Noncritical functionality is not working as designed but all core functionality is available, and Users are not blocked i.e., sorting in tables, paging controls, export functionality unavailable • Cosmetic issues where look and feel are affected but not functionality i.e., incorrect fonts, alignments, styling, typos 	24 Hours

Premium

Severity Level	Description	Examples	Incident Response Time	Target Resolution Time
Severity 1 – Critical	Severe Impact. Fenergo Platform has failed in FenergoX.com to operate as described in the Documentation to such an extent that it is causing significant business impact, or affecting a major application, or mission critical system.	Major system outage, production system crashes; business service is not operational. No workaround is available. Examples: <ul style="list-style-type: none"> • Login page / web application unavailable • Application query or command API is not responsive / consistent server errors for all conditions and methods • Users cannot complete tasks or forms • Tasks are consistently resulting in errors • Journeys not being started 	Immediate, issues worked 24x7 until appropriate work around or permanent fix is provided	8 Hours
Severity 2 - High	High Impact. Platform has failed in the Production Environment to operate as described in the Documentation to the extent that it seriously affects the business service or major application	Components of the Fenergo Platform continue to be used however there is no workaround available for the reported issue Examples: <ul style="list-style-type: none"> • Search results are not returned • Some application query or command APIs are not responsive / server errors for a subset of conditions that do not 	2 Hours	24 Hours

		block users from using the application		
Severity 3 – Medium	Moderate Impact. Fenergo Platform has failed in a Production Environment to operate as described in the Documentation to the extent that it moderately affects the business service or major application.	Components of the Fenergo Platform continue to be used however and a workaround is available for the reported issue to the extent that the business operation of the function can be achieved Examples: <ul style="list-style-type: none"> Configuration tooling is not working Notification system not sending or receiving notifications 	8 Hours	5 Days
Severity 4 - Low	No Impact.	The issue is with the Fenergo Platform in a production environment and can be described as being of a cosmetic nature or is perceived by the Customer as a minor annoyance where functionality is not impaired. Examples: <ul style="list-style-type: none"> Noncritical functionality is not working as designed but all core functionality is available, and users are not blocked i.e., sorting in tables, paging controls, export functionality unavailable Cosmetic issues where look and feel are affected but not functionality i.e., incorrect fonts, alignments, styling, typos 	12 Hours	10 Days

2.1. The severity level of the Incident shall be set by Fenergo and the Customer according to the criteria. If the Customer opens an Incident report and assigns it Severity 1 and does not telephone Fenergo Support, the Incident will be treated as Severity 2 until the telephone call is made to Fenergo Support. While an Incident remains at Severity 1, the appropriate Customer personnel must be continuously available to Fenergo support. When Fenergo provides a workaround or resolution to the Customer, the severity level will be downgraded. A resolution may be provided in the form of (a) a maintenance modification, or (b) a “temporary fix” consisting of sufficient instructions to implement the resolution. All maintenance modifications and “temporary fixes” shall be considered as part of the Fenergo Platform, and as such, shall be subject to the terms and conditions of the Subscription Agreement.

2.2. The Incident Response Times (IRT) set out above apply only to Incidents reported during the Support Hours described in section 1.1. The IRT [and the Target Resolution Times (TRT)] shall commence running upon receipt by Fenergo of the completed Incident Report and only once the applicable Support Hours window has opened. If further information is required by Fenergo in respect of an Incident after the IRT has commenced, the IRT [and the TRT] shall be suspended from the time Fenergo requests such information by email and shall recommence during Support Hours once the Customer provides the requested information by email.

3. Severity Level 1 Support

Where the Customer wishes to report a Severity 1 Incident, the Customer will initially log the Incident by sending an email to Fenergo's ticket management system and immediately thereafter the Customer shall telephone Fenergo Support.

Fenergo support portal is available on a 24x7x365 basis, access to the portal as follows:
<https://fenergosupport.atlassian.net/servicedesk/customer/portal/11>

Fenergo telephone support for Severity Level 1 incidents is available on a 24x7x365 basis, Telephone numbers are as follows:

- Americas: +1 (929) 999-5670
- EMEA: +353 1 9013601
- APAC: +61871303911

Escalation Process:

- Fenergo Support Team:
<https://fenergosupport.atlassian.net/servicedesk/customer/portal/29/article/1978995070?src=-2065015817>
- Regional Support Lead:
<https://fenergosupport.atlassian.net/servicedesk/customer/portal/29/article/1978995070?src=-2065015817>
- Global Customer Support Lead:
mark.ororke@fenergo.com

4. Availability Levels

4.1. Fenergo Platform Availability

The Fenergo Platform shall be available to the Customer during at least 99.9% of each calendar month.

Calculation of Availability

Measured as the average availability of the Command and Query APIs of our 5 core domains using built in Health Check endpoints monitored in Amazon Web Services

- Journey
- Policy
- Entity Data
- Risk
- Authorization

Log In availability

Measured as the rate of errors at log in (authentication) being < 100%

Error rate is measured each minute and 5 consecutive measurements must breach threshold to trigger an issue. An error is any HTTP 401 or 500 response from the Fen-X authentication system.

4.2. Exclusions to Fenergo Platform Availability Calculation

Fenergo Platform Availability excludes the time during the pendency of any of the following:

- Scheduled Maintenance
- Interruption due to third party solution, or API integration
- Lack of support from the Customer while troubleshooting an Incident or other Customer-reported issue
- Network or environmental interruption that hinder access to the Fenergo Platform
- Incidents caused by any breach of the Subscription Agreement by the Customer.

4.3. API Performance SLAs

Fen-X Query APIs have a 99.5% committed response time SLA of <= 450ms

Fen-X Command APIs have a 99.5% committed response time SLA of <= 2000ms

4.4 RTO / RPO

Fen-X Instance

Each Fen-X instance is deployed to 3 availability zones in a single AWS Region providing resiliency, fault tolerance and high availability. An outage of a single availability zone in the region will have no impact on the running Fen-X instance.

Within a Fen-X instance in a single region, RPO is near zero and RTO is potentially zero. There is potential for individual active transactions to be lost in the event of an outage and in the event of high severity incidents additional time may be required to restore access to the Fenergo Platform through the intervention of support staff.

5. Obligations of the Customer

5.1. The Customer shall:

- (i) notify Fenergo of the Customer's primary representative(s) for the purposes of Fenergo Support. The Customer may change the nominated representative at any time upon notice to Fenergo. To the extent reasonably practicable, the Customer's communications with Fenergo shall be through the primary representative(s). The primary representative(s) must be a suitably qualified technical person(s) that has taken a duly accredited training course on the use and maintenance of the Fenergo Platform.
- (ii) ensure that the Fenergo Platform is used in a proper manner by competent trained employees only or by persons under their supervision.
- (iii) perform an initial diagnostic and investigation of the issue affecting the Fenergo Platform's performance. Such initial diagnostic and investigation shall include, but not be limited to eliminating non-Fenergo components as the cause of the Incident, making sure the Incident is not caused by user-specific configuration like access privileges, verifying documentation to validate business processes, access, data fields, etc and providing screen shots of the Incident as appropriate. The Customer must reproduce any production issues in the Fenergo Platform before reporting the issue as an Incident. The Customer must cooperate fully with Fenergo in the further diagnosis of the Incident.

- (iv) ensure that no information (including, without limitation, any log files or screen shots) contains any personal or Customer Data or shall ensure that all such data is concealed or masked before being sent to Fenargo.
- (v) the Customer shall satisfy itself that the Incident is caused by the Fenargo Platform prior to reporting the incident to Fenargo.

6. Excluded Items

- (i) The response times in the table above will only apply for incidents that affect the Production Environment.
- (ii) Where an incident is reported in any non-Production Environment, Fenargo will apply best efforts to resolve in a timeframe that will minimise the disruption to the customer operation, however the above SLA will not apply.
- (iii) Fenargo Support does not cover any problem resulting from the use of, or, configuration of any software, databases, communication systems or hardware configuration which results in the degradation or non-performance of the Fenargo Platform.
- (iv) Fenargo does not provide on-site support as part of Fenargo Support. On-site support may be requested separately from Fenargo.
- (v) Assistance developing user-specific customizations

7. Additional Fees

In the event the Customer reports to Fenargo what it believes to be an Incident and following investigation by Fenargo, the failure is not, in Fenargo's reasonable opinion, caused by the Fenargo Platform, Fenargo will assist the Customer in diagnosing the root cause up to a maximum of 20 man-hours per year. Issues reported after this that are found not to be related to the Fenargo Platform will be charged at Fenargo's then-current daily rate for services for the actual time expended plus reasonable expenses. Requests for out of hours Support (e.g., on a Saturday), will be considered non-standard, must be agreed by Fenargo in advance and will be charged at Fenargo's then-current daily rate for services for the actual time expended plus reasonable expenses.

APPENDIX C

Data Processing Agreement

1. Definitions

- 1.1. The terms in this Data Protection Agreement ("DPA") that are not defined herein shall have the meaning given to those terms in and shall be interpreted in accordance with the Definitions section of the Subscription Agreement.
- 1.2. The terms **"controller"**, **"data subject"**, **"personal data"**, **"personal data breach"**, **"processing"** (including **"processed"** and **"process"**), **"processor"** and **"supervisory authority"** have the meanings given to those terms in the applicable Data Protection Legislation.
- 1.3. **"Adequacy Decision"** means a finding of adequacy in relation to international data transfers, in respect of a third country, a territory, or one or more specified sectors within that third country:
 - 1.3.1. pursuant to Article 45 of the GDPR; or
 - 1.3.2. pursuant to section 17 of the UK Data Protection Act 2018in each case such that the finding of adequacy shall mean there are appropriate safeguards in place for the transfer of Personal Data to that third country.
- 1.4. **"Applicable Data Protection Legislation"**, any laws or regulations applicable to the processing of Customer Personal Data under the Agreement including without limitation the Data Protection Acts of Ireland 1988 to 2018 and the General Data Protection Regulation (EU) 2016/679 (the **"GDPR"**).
- 1.5. **"Customer Personal Data"**, is Personal Data received or generated by Fenergo, acting as a processor, from or on behalf of the Customer in connection with the Fenergo Platform.
- 1.6. **"Relationship Data"** is Personal Data processed in support of the administration of the services provided under the Subscription Agreement, including client engagement and customer support.
- 1.7. **"Security Measures"**, the security measures set out in Schedule E of the Subscription Agreement.
- 1.8. **"SCCs"**, the standard contractual clauses of 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 [2021] OJ L 199/31 and which are available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>;
- 1.9. **"UK SCCs"**, the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Commissioner under Section 119A (1) of the UK Data Protection Act 2018.

2. Role In Processing

- 2.1. In respect of any Customer Personal Data processed by Fenergo under this DPA, the parties acknowledge that the Fenergo is a Processor.
- 2.2. The processing details in relation to the processing of Customer Personal Data by Fenergo as a Processor are set out in the Schedule to this DPA.
- 2.3. Notwithstanding the provisions of Clause 2.1 of this DPA, where personal data which is not Customer Personal Data is received by Fenergo from Customer, and for which Fenergo is the Controller of such data (**"Relationship Data"**), the parties acknowledge that Fenergo may process Relationship Data as an independent data controller for the purposes and on the lawful bases outlined in the Fenergo Data Protection Notice (**"Fenergo DPN"**) available at <https://www.fenergo.com/privacy-policy>.
- 2.4. As independent controllers of the Relationship Data, the parties warrant and represent that they have complied and shall always comply with the Data Protection Legislation.

3. Customer's Obligations

- 3.1. Customer, as the Controller of Customer Personal Data, is the sole party responsible for establishing the lawful basis for the processing of Customer Personal Data by Fenergo under this DPA and will ensure that it has all necessary and appropriate legal bases and notices in place to enable the lawful processing of Customer Personal Data by Fenergo for the duration and purposes of the Subscription Agreement.
- 3.2. Customer, as the Controller of Customer Personal Data, is further the sole party responsible for the accuracy and quality of Customer Personal Data.
- 3.3. If a party under this DPA is aware or becomes aware of any reason that would prevent compliance with Applicable Data Protection Legislation or of any material non-compliance with Applicable Data Protection Legislation in connection with the terms of this DPA, that party shall notify the other party without undue delay.

4. Fenergo Obligations

- 4.1. Fenergo agrees that it will only process Customer Personal Data in accordance with the Subscription Agreement and other lawful and documented instructions of the Customer, unless Fenergo is required to process the Customer Personal Data for other legitimate purposes pursuant to applicable European Union ("EU") or EU Member State law or another particular non-EU applicable law, in which case Fenergo shall notify the Customer of that legal requirement before such processing occurs or is permitted except where that law prohibits such notification on important grounds of public interest. Each of the parties agree that any additional instructions outside the scope of the Subscription Agreement or this DPA will be mutually agreed between the parties in writing.

5. Security

- 5.1. Fenergo will implement appropriate technical and organisational measures, insofar as this is possible, to ensure a level of security appropriate to the risk of the personal data processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects.

6. Customer Assistance

- 6.1. Fenergo will reasonably assist Customer in ensuring Customer's compliance with the obligations under applicable Data Protection Legislation, taking into account the nature of the processing and the information available to Fenergo.

7. Data Subject Rights

- 7.1. Taking into account the nature of the Fenergo Platform, Fenergo provides functionality to assist Customer by appropriate technical and organizational measures, insofar as this is possible, to access, correct, amend, restrict, or delete Personal Data contained in the Fenergo Platform. To the extent Customer, in its use of the Fenergo Platform, is not familiar with the functionality that may be used for these purposes, Fenergo will provide Customer with additional documentation or customer support assistance to educate the Customer on how to take such actions in a manner consistent with the functionality of the Fenergo Platform, and in accordance with the terms of the Subscription Agreement. If Fenergo receives any request from any individual to access, correct, restrict, or delete Personal Data on behalf of Customer, Fenergo will redirect the individual to the client.

8. Personal Data Breach

- 8.1. Fenergo will notify the Customer without undue delay if it becomes aware of a personal data breach involving its Customer Personal Data and support the Customer in any notification of the breach to the appropriate supervisory authorities and/or data subjects as required.

9. Customer Audit

- 9.1. Fenergo will, where applicable, make available to the Customer information necessary to demonstrate compliance with the obligations in this DPA and will allow for and contribute to audits, including inspections, conducted by the controller or an auditor mandated by the controller.
- 9.2. The parties hereby agree that the audit reports and audit rights provided under the Subscription Agreement will be used to satisfy any audit or inspection requests by or on behalf of Customer and to demonstrate compliance with applicable obligations of Fenergo under this DPA.

10. Sub-processors

- 10.1. The Customer provides a general written authorisation to Fenergo to use Sub-processors as defined in the body of the main agreement and outlined in the [Fenergo Third Party List](#) which is available and updated from time to time on the [Fenergo SaaS Document Portal](#), to process Customer Personal Data in connection with the Fenergo Platform and in accordance with other lawful, documented instructions of the Customer. Fenergo maintains and regularly updates this list of approved Subprocessors used in connection with the Fenergo Platform. By signing up via our webform, [Webform](#), you will receive email notifications whenever changes are made to the list.
- 10.2. If and to the extent that the Customer is established in the EEA, the United Kingdom or Switzerland (or where otherwise required by data protection law applicable to the Customer), Fenergo will impose on such Sub-processors data protection obligations that protect Customer Personal Data to the same standard provided for by this DPA and, at a minimum, compliant with the requirements of the Applicable Data Protection Legislation and shall remain liable for a breach caused by a Sub-processor but only to the same extent that Fenergo would be liable under the Subscription Agreement or in respect of any agreement with the Customer concerning other instructions.
- 10.3. To the extent that Fenergo processes personal data on behalf of the Customer, the Customer authorises Fenergo to engage the Sub-processors set out in the [Fenergo Third Party List](#). Fenergo shall advise the Customer of any intended changes concerning the addition or replacement of the authorised sub-processors allowing the Customer to object (on reasonable grounds pursuant to applicable Data Protection Laws and Regulations) by notifying Fenergo in writing via email dataprotection@fenergo.com; of said objection within 30 days from receipt of the notice of the intended change. If the Customer reasonably objects to the addition or replacement of a Subprocessor, then the parties shall engage in good faith negotiations to resolve the issue. If the Customer does not object to the addition or replacement of a Fenergo Third Party to include Sub-processors, within 30 days of receipt of the notice the Schedule to this DPA shall be deemed to have been amended to permit the addition or replacement. If the Customer again objects to the addition or replacement, Fenergo will have the right to terminate the Subscription Agreement.

11. Return or Disposal

- 11.1. Other than as expressly permitted under the Subscription Agreement or by law, on expiry or termination of the Subscription Agreement for whatever reason, Fenergo shall return, destroy or permanently delete or erase, at the Customer's request prior to the expiry of the Subscription Agreement, all copies of the Customer Personal Data in its possession or control. Costs incurred by Fenergo in this respect shall be borne by the Customer.

12. International Transfers

- 12.1. Customer acknowledges and agrees that international transfers of Personal Data may occur in connection with the Subscription Agreement or Customer's use of the Fenergo Platform. Where such transfers occur, Fenergo shall ensure that the SCCs or the UK SCCs, as applicable, are included in its agreements with its Sub-processors.

- 12.2. Where there is a transfer of Personal Data from Customer, as data exporter, to Fenargo, as data importer, and such transfer is from within the European Economic Area ("EEA") to a country outside the EEA which does not have an Adequacy Decision, then such transfer shall be subject to Module 2 of the SCCs, with the applicable designations set forth as follows:
- 12.2.1. For Clause 9 (a), Option 2 shall apply, and the notice period shall be thirty (30) days.
 - 12.2.2. For Clause 17, Option 2 applies, and the Parties agree that the law of the relevant Member State shall be the governing law.
 - 12.2.3. For Clause 18, disputes shall be resolved in the courts of Ireland for the EU and the courts of England for the UK.
 - 12.2.4. Annex I, II, III & IV of the SCCs are set out in the Schedule to this DPA.
- 12.3. Where there is a transfer of Personal Data from Customer, as data exporter, to Fenargo, as data importer, and such transfer is from within the United Kingdom to a country outside the United Kingdom which does not have an Adequacy Decision, then such transfer shall be subject to Module 2 of the UK SCCs, with the applicable designations set forth as follows:
- 12.3.1. For Clause 9 (a), Option 2 shall apply, and the notice period shall be thirty (30) days.
 - 12.3.2. For Clause 17, Option 2 applies, and the Parties agree that the law of the relevant Member State shall be the governing law.
 - 12.3.3. For Clause 18, disputes shall be resolved in the courts of Ireland.
 - 12.3.4. Annex I, II, and III of the SCCs are set out in the Schedule to this Appendix C.
 - 12.3.5. For the purposes of adding the UK SCCs Addendum to the SCCs, the following designations and amendments shall apply to the SCCs:
 - 12.3.5.1. In Part 1: Table 1 of the UK SCCs, the Parties shall be in accordance with Annex I to the Schedule attached to this Appendix C;
 - 12.3.5.2. In Part 1: Table 2, the relevant designations are set out in Clause 12.3.1 to 12.3.5 above; however, in relation to Clause 7.3.3 above, for the purposes of the UK SCCs, disputes shall be resolved in the courts of England;
 - 12.3.5.3. Part 1: Table 3 to the UK SCCs shall be in accordance with the details in the Schedule to this Appendix C; and
 - 12.3.5.4. For the purposes of Part 1: Table 2, ending the UK SCCs, neither Party may end the UK SCCs, unless otherwise provided in this DPA.
 - 12.3.6. all relevant terms in this DPA shall be deemed to supplement the provisions of the SCCs to the extent that they relate to each party's compliance with Article 28 of the GDPR.
- 12.4. At the sole discretion of Fenargo, if and to the extent Fenargo elects to adopt any alternative transfer mechanism(s) to legitimise the international transfer of Customer Personal Data and/or Relationship Data from within the United Kingdom to a country outside the United Kingdom, or from within the EEA to a country outside the EEA, as applicable (including without limitation any EU-US transatlantic data privacy framework, approved certification or derogation under the GDPR) ("**Replacement Transfer Mechanism**"), the Replacement Transfer Mechanism will, on Fenargo giving reasonable notice, apply to any transfer of Customer Personal Data and/or Relationship Data by Fenargo pursuant to this DPA (but only to the extent that a Replacement Transfer Mechanism complies with Applicable Data Protection Legislation and extends to territories to which Customer Personal Data and/or Relationship Data are transferred).

13. Suspension of Processing

- 13.1. Fenargo will notify the Customer if it is no longer able to comply with its obligations pursuant to the Data Protection Legislation and/or this DPA (including the SCCs). Where Fenargo can no longer comply with such obligations, it reserves the right to suspend all processing in relation to Customer Personal Data (including any transfers of Customer Personal Data) and seek to resolve its non-compliance or terminate this DPA in accordance with the terms of the Agreement.

14. Term

- 14.1. This DPA shall commence on the Effective Date and will continue in force until the expiration or termination of the Subscription Agreement in accordance with its terms.
- 14.2. The provisions of this DPA shall survive the term of the Subscription Agreement until the processor has returned or destroyed all personal data in accordance with paragraph 11.1 of this DPA.

15. Liability

- 15.1. Any claims brought in connection with this DPA will be subject to the terms including, but not limited to, the exclusions and limitations set out in the Subscription Agreement.

16. General Provisions

- 16.1. In the event of inconsistencies between the provisions of this DPA and the Subscription Agreement, the provisions of this DPA shall prevail with regard to the processing of Customer Personal Data and Relationship Data. In the event of any conflict or inconsistency between this DPA and the SCCs, the SCCs shall prevail.
- 16.2. Any notice to be given by either party for the purposes of this DPA shall be sent by e-mail using the details set out in the Schedule to this DPA. A notice delivered will be deemed received if by e-mail, on the next working day (being a day other than a Saturday, Sunday or bank holiday when banks in Ireland are open for business) after transmission.
- 16.3. In the event that any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity

and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained in this DPA.

- 16.4. This DPA shall ensure to the benefit of and be binding upon the respective the parties to this DPA and their respective successor's personal representatives and assigns.
- 16.5. No modification of any provision of this DPA shall be binding unless it is evidenced in writing and duly executed by or on behalf of each of the parties to this DPA.
- 16.6. This DPA and all disputes arising from this DPA whether contractual or non-contractual in nature shall be governed by and construed in accordance with the laws of Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland in relation to all matters arising out of or in connection with this DPA.

SCHEDULE to Appendix C

Details of Fenergo's Processing of personal data for the purposes of Clause 3.2 and Clause 6 of the DPA and, if and to the extent applicable to the Customer, the SCCs:

Annex 1 of the SCCs	
<u>A.</u> List of Parties	
Data Exporter	"Customer" as defined in the Subscription Agreement
Address	As stated in the Subscription Agreement
Contact Person's position and contact details	Position: Please provide <u>Email: Must provide contact email for DP/Privacy Team</u>
Activities relevant to the data transferred under the SCCs	See Part B of the Schedule to this DPA
Signature and date	This Annex shall be deemed executed by Customer when the Subscription Agreement is executed by Customer
Role	Controller
Data Importer	Fenergo Limited
Address	4th Floor, North Dock 2, 91-94 North Wall Quay, North Dock, Dublin 1, Ireland, D01 V8Y6
Contact Person's name, position and contact details	Position: Data Protection Officer <u>Email: dataprotection@fenergo.com</u>
Activities relevant to the data transferred under the SCCs	See Part B of the Schedule to this DPA
Signature and date	This Annex shall be deemed executed by Fenergo when the Subscription Agreement is executed by the Fenergo
Role	Processor

<u>B.</u> Description of Processing and, only to the extent applicable to the Customer, the transfer of Customer Personal Data under the SCCs	
Categories of data subjects:	To be completed by the Customer
Categories of personal data:	To be completed by the Customer
Categories of sensitive data:	To be completed by the Customer
Frequency of processing and transfer:	Continuous, depending on the use of the services
Nature and subject matter of the processing and transfer:	To be completed by the Customer

Purposes of the processing and transfer:	Customer Personal Data are collected, processed and transferred by Fenargo for the purposes of providing the Fenargo Platform.
Duration of Processing:	The duration of the Subscription Agreement.

Annex II of the SCCs	
Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of Data	
Data Importer	In accordance with Appendix E (Data Security) to the Subscription Agreement

Annex III of the SCCs	
The following includes a list of processors engaged by Fenargo, including Fenargo Affiliates, solely in connection with the provision of Fenargo Platform . These processors may process Customer Personal Data as data processors, or Relationship Data, to the extent necessary to support the delivery and operation of the Fenargo Platform	
The full list of all Subprocessors utilised by Fenargo and referenced under Appendix C, Data Processing Agreement under Clause 10 includes Processors engaged by Fenargo and are set out in the Fenargo Third Party List which is available on the Fenargo SaaS Document Portal and updated from time to time. Fenargo maintains and regularly updates this list of approved Subprocessors used in connection with the Fenargo Platform. By signing up via the Fenargo Webform , the Customer will receive email notifications whenever changes are made to the list.	

APPENDIX D

Data Security

INFORMATION SECURITY PROGRAM

Information Security Program. Fenengo maintains and will continue to maintain a written information security program that includes policies, procedures, and controls governing the processing of Customer Data through the Fenengo Platform. The Information Security Program is designed to protect the confidentiality, integrity, and availability of Customer Data by using a multi-tiered technical, procedural, and people-related control approach in accordance with industry best practices and applicable laws and regulations.

Acknowledgement of Shared Responsibilities. The security of data and information that is accessed, stored, shared, or otherwise processed via a multi-tenant cloud platform such as Fenengo are shared responsibilities between the provider and its customers. As such, the parties acknowledge that: (a) Fenengo is responsible for the implementation and operation of the Information Security Program and the protection measures described in the Subscription Agreement and this Appendix; and (b) Customer is responsible for properly implementing access and use controls and configuring certain features and functionalities of the Fenengo Platform that Customer may elect to use in the manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data.

Applicability to Customer Data. This Data Security Appendix and the Information Security Program apply specifically to the Customer Data processed via the Fenengo Platform. To the extent Customer exchanges data and information with Fenengo that does not meet the definition of "Customer Data," Fenengo will treat such data and information in accordance with the confidentiality terms set forth in the Subscription Agreement.

Maintenance of Information Security Program. Fenengo will take and implement appropriate technical and organizational measures to protect Customer Data located in the Fenengo Platform and will maintain the Information Security Program in accordance with ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001. Fenengo may update or modify the Information Security Program from time to time provided that such updates and modifications do not result in the degradation of the overall security of Fenengo.

Trust and Security Framework Contact. Customer's account management team at Fenengo will be Customer's first point of contact for information and support related to the Information Security program. The Fenengo account management team will work directly with customers to escalate Customer's questions, issues, and requests to Fenengo's internal teams as necessary.

PERSONNEL SECURITY

Background Checks and Training. Fenengo will ensure that criminal background checks, as required and consistent with Applicable Laws and regulations, are conducted for all Fenengo employees and contractors who Fenengo assigns to assist with or participate in the performance any of Fenengo's obligations hereunder or to whom Fenengo gives access to Confidential Information. Fenengo shall not assign any person who has been convicted of a violation of a law in which there is injury to the public and has served a term of imprisonment unless Customer provides express written consent. Personnel must pass Fenengo's background checks prior to being assigned to positions in which they will, or Fenengo reasonably expects them to, have access to Customer Data.

Training and Awareness. Fenengo will conduct annual mandatory security awareness training to inform its personnel on procedures and policies relevant to the Information Security Program and of the consequences of violating such procedures and policies. Contents of training include but are not limited to: (a) appropriate training in relation to the handling and protection of Customer Data; and (b) periodic training regarding compliance with physical, technical, and administrative information security safeguards and compliance with this Appendix. Additional threat landscape and risk-based awareness will be carried out as Fenengo deems appropriate.

Subcontractors. Fenengo will evaluate all subcontractors to ensure that subcontractors maintain adequate physical, technical, organizational, and administrative controls, based on the risk tier appropriate to the subcontracted functions, that support Fenengo's compliance with the requirements of the Subscription Agreement and this Data Security Appendix. All subcontractors fall into scope for independent audit assessment as part of, or maintain an independent audit assessment which conforms to, Fenengo's ISO 27001 audit or an equivalent standard, where their roles and activities are reviewed per control requirements. Fenengo will remain responsible for the acts and omissions of its subcontractors as they relate to the functions performed under the Subscription Agreement as if it had performed the acts or omissions itself and any subcontracting will not reduce Fenengo's obligations to Customer under the Subscription Agreement.

SECURITY ORGANIZATION

Security First: All personnel at Fenengo are responsible for Information Security via Fenengo's Security First annual performance goal with a clear goal to protect information assets. Fenengo's Chief Information Security Officer (CISO) and the Enterprise Trust and Security program report directly to Fenengo's Chief Technology Officer (CTO) and Chief Executive Officer (CEO) monthly. Quarterly Enterprise Trust and Security program updates take place with the Fenengo Executive Management team.

PHYSICAL SECURITY

General. Fenengo will maintain appropriate physical security measures designed to protect the tangible items, such as physical computer systems, networks, servers, and devices, that process Customer Data. Fenengo will utilize commercial grade security software and hardware to protect the Fenengo Platform.

Facility Access. Fenergo will ensure that: (a) access to Fenergo's corporate facilities is tightly controlled; (b) all visitors to its corporate facilities sign in, agree to confidentiality obligations, and be always escorted by personnel while on premises; and (c) visitor logs are reviewed by Fenergo's security team on a regular basis. Fenergo will revoke personnel's physical access to Fenergo's corporate facilities upon termination of employment.

Data Centre Access. Fenergo will ensure that its commercial-grade data centre providers used in the provision of Fenergo Platform maintain an on-site security operation that is responsible for all physical data centre security functions and formal physical access procedures in accordance with SOC1 and SOC 2, or equivalent, standards. Fenergo's data centres are included in Fenergo's ISO 27001 or equivalent certification. If Fenergo is required to move the location of the Customer Data from one data centre to another, Fenergo shall not charge Customer for any costs associated with such a change of location.

TECHNICAL SECURITY

Logical Separation. Per multi-tenancy architecture Fenergo will logically separate Customer Data located in the Production Environment from other customers' data.

Access Controls. Fenergo will ensure that all access to the is subject to successful two-factor authentication and is restricted to authorized personnel who demonstrate a legitimate business need for such access. Authorization is enforced through role-based access control (RBAC) mechanisms and resource-based permissions. Fenergo will maintain an associated access control process for reviewing and implementing personnel access requests. Fenergo will regularly review the access rights of authorized personnel and, upon change in scope of employment necessitating removal or employment termination, remove or modify such access rights as appropriate.

Network Security. Fenergo will maintain a defence-in-depth approach to hardening its environment against exposure and attack. Fenergo will maintain an isolated networked environment for its Production, corporate and back-up environments. Fenergo's network architecture has prevention and detection technologies that monitor and generate appropriate alerts for investigation.

Malicious Code Protection. Fenergo will ensure all anti-virus software is configured for deployment and automatic update; and as applicable anti-virus software is integrated with processes and will automatically generate alerts to Fenergo's Security Team if potentially harmful file is detected for their investigation and analysis.

Security Code Reviews. Fenergo will maintain a formal software development life cycle that includes secure coding practices against OWASP and related standards and will perform both manual and automated code reviews. Fenergo's security, engineering, product development, and product operations management teams will review changes included in production releases to verify that developers have performed automated and manual code reviews designed to minimize associated risks. If a significant issue is identified in a code review, such issue will be brought to Fenergo's Executive management's attention and will be closely monitored until resolution prior to release into the Production Environment.

Vulnerability Scans and Penetration Tests. Fenergo will perform both internal and external vulnerability scanning and application scanning. Quarterly external scans and annual penetration tests against the Fenergo Platform. At least one annual penetration test will be conducted by external qualified, credentialed, and industry recognized organizations. Fenergo will remedy vulnerabilities identified during scans and penetration tests in a commercially reasonable manner and time frame based on severity. For clarification, under no circumstance will Customer be permitted to conduct any vulnerability scans or penetration testing against the Production Environment.

DATA SECURITY

Management of Customer Data. Fenergo shall only use Customer Data and access Customer's information systems to the extent and manner necessary to perform its obligations under the Subscription Agreement.

Use. Fenergo shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Confidential Information unless authorized in writing by Subscriber.

Protection: Encryption is used to protect Customer Data as it is inputted, processed and stored in the Fenergo Platform. Fenergo encrypts Customer Data in accordance with industry best practice standards. All access and transfer of data to and from the Fenergo Platform will be via HTTPS and Fenergo will only support industry recognized and best practice cipher suites. Fenergo will encrypt all Customer persisted data an AES 256-bit, or equivalent, encryption key.

Data Continuity: Fenergo will be responsible for weekly backups and preservation of any User Confidential Information. All backup copies of User Confidential Information shall be treated as Confidential Information.

Data Retention. Fenergo shall retain Customer's Confidential Information while the Subscription Agreement is in force in accordance with the terms of the Subscription Agreement.

Disposal: Fenergo will maintain industry recognised processes and procedures for secure disposal of Customer Data and the underlying technology infrastructure including storage where this data is processed and persisted.

BUSINESS CONTINUITY AND DISASTER RECOVERY.

Business Continuity. Fenergo will maintain a Business Continuity Plan in accordance with industry-recognized processes and procedures for availability and continuity of the Fenergo Platform. Fenergo will, at a minimum, conduct a test of the Business

Continuity Plan annually. Any amendments to the Business Continuity Plan will provide at least the same level of business continuity as the then-current Business Continuity Plan.

Disaster Recovery. Fenengo shall maintain a disaster recovery plan for restoring its current and offsite Customer Information.

THREAT MONITORING, INCIDENT RESPONSE AND BREACH NOTIFICATION

Security Inquiries. Inquiries relating to Security shall be made by Customer via Fenengo Support ticket and/or by direct communication with Customer's Fenengo relationship manager.

Logging and Monitoring. Fenengo has processes and programs to log, detect, report, and resolve any system or security events which may compromise the security of the system. This includes, but is not limited to, access to critical business and infrastructure files, shared files, and successful or failed user authentication.

Incident Response. Fenengo will maintain a tested incident response program, which will be managed and run by Fenengo's dedicated Global Incident Response Team. Fenengo's Global Incident Response Team operates to a compliance accredited framework that includes incident management and breach notification policies and associated processes. Fenengo's incident response program will include, at a minimum, initial detection; initial tactical response; initial briefing; incident briefing; refined response; communication and message; formal containment; formal incident report; and post-mortem/trend analysis.

Notification by Fenengo of Security Breach. Unless notification is delayed by the actions or instructions of a law enforcement agency, if Fenengo experiences or reasonably suspects a Security Breach, Fenengo shall use commercially reasonable efforts to notify Customer within 72 hours after Fenengo becomes aware of the Security Breach.

Notification by Customer of Possible Security Breach. In the event Customer has reason to believe its instance of the Fenengo Platform may be experiencing a Security Breach, Customer should notify Fenengo by raising a Fenengo Support ticket.

Breach Response and Remediation. Fenengo shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Fenengo's expense in accordance with applicable privacy right laws, regulations, and standards. Fenengo shall follow the procedure and terms outlined in the Data Processing Agreement in the event of a Security Breach.

TRUST AND SECURITY ASSURANCE

Fenengo shall:

1. Ensure its use of Customer Information complies with all Applicable Laws and this Appendix.
2. Maintain appropriate physical, technical, and administrative safeguards designed to protect Customer Information against Security Breach.
3. Designate in writing a primary and alternate information security program manager to act as Fenengo's contact (a) Primary: Customer Account Manager; (b) Alternate customer support.
4. Regularly, and no less frequently than annually, test and monitor the effectiveness of Fenengo's security program relating to Customer Information to ensure material compliance with the Subscription Agreement, this Appendix and Applicable Laws.
5. Fenengo shall use reasonable efforts to adjust and strengthen its information security program based on the results of such testing and monitoring.

Certifications. Upon Customer's reasonable written request, Fenengo will provide Customer with third party attestations, certification and reports relevant to the establishment, implementation, and control of the Information Security program.

Security Technical Assessment Reports. Fenengo will provide third party attestations resulting from vulnerability scans and penetration tests per independent external audit reports.

Security Program Assessment. Fenengo uses independent external auditors to verify the adequacy of its Enterprise Information Security Program including Fenengo's ISO 27001 and Service Organization Controls (SOC) reports.

Continuous Improvement. Fenengo will take and implement appropriate technical and organizational measures to protect Customer Data located in the Fenengo Platform and will maintain the Information Security Program in accordance with ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001. Fenengo may update or modify the Information Security Program from time to time provided that such updates and modifications do not result in the degradation of the overall security of Fenengo Platform.