

Cloud EMEA

Interact Software Subscriber Agreement

BETWEEN:

1) X Limited a company registered in [Country] with registered number [CUSTOMER NUMBER] whose registered office is address (the "Customer")

And

2) **Odyssey Interactive Limited** a company registered in England and Wales with registered number 03275461 whose registered office is at 5th Floor, Windmill Green, 24 Mount Street, Manchester, M2 3NX, United Kingdom (the "Supplier" or "Interact")

Together the "Parties" and each individually a "Party"

Background

A) The Supplier has developed Interact ("Software").

B) The Customer wishes to use the Supplier's Software as a Service (the "Service") in its business operations.

C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Service subject to the terms and conditions of this Agreement.

This Master Subscription Agreement ("**Agreement**") is a legal agreement between the Customer and Supplier for access to and use of Interact as a service, which includes support, hosting and digital signature (together the "**Service**" or "**Services**").

The Supplier licences use of the Services to the Customer on the basis of this Agreement. This Agreement does not transfer any ownership in the Services or related software (including the Software) and documentation to the Customer.

IMPORTANT NOTICE:

- UNDER THIS AGREEMENT CUSTOMER MAY ORDER FROM SUPPLIER LICENCES TO ACCESS INTERACT AS A SERVICE. THE SPECIFICS OF EACH CUSTOMER ORDER WILL BE SET-OUT IN AN ORDER FORM THAT REFERENCES THIS AGREEMENT AND IS EXECUTED BY BOTH PARTIES. THE EXECUTED ORDER FORM IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.
- BY ACCESSING THE SERVICE THE CUSTOMER ALSO AGREES TO THE SUPPLIER'S ACCEPTABLE USE POLICY interactsoftware.com/terms.



AGREED TERMS:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“Affiliate” any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

“Authorised Persons” the persons or categories of persons that the Customer authorizes to give the Supplier personal data processing instructions as identified in Part 2 of Appendix 3 and as updated in writing from time to time.

“Authorised Users”: those users and Designated Displays of the Customer that are registered by the Customer to use the Services.

“Authorised User Subscriptions”: the Authorised User subscriptions purchased by the Customer at the Effective Date together with any purchased pursuant to clause 3.1 which entitle Authorised Users to access the Services in accordance with this Agreement, including the Online licenses and the Digital Signage Licenses.

“Browser Requirements” means the requirements relating to internet browsers supported by the Software as updated by the Supplier from time to time, the current version of which is set out at www.interactsoftware.com/terms.

“Business Day”: any day which is not a Saturday, Sunday, public holidays in the UK including New Year’s Day, Good Friday, Easter Monday, May bank holiday, Spring bank holiday, Summer bank holiday, Boxing Day, Christmas Day.

“Business Purposes” the provision of the Services and the Software described in this Agreement and any other purpose specifically identified in Part 2 of Appendix 3.

“Confidential Information”: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or which ought reasonably to be considered confidential (whether or not it is marked “confidential”).

“Contract Start Date”: is the date stated on the Order Form.

“Controller”: as defined in the Data Protection Laws.

“Customer Data”: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.

“Data Protection Laws”: means all statutes, laws, secondary legislation and regulations pertaining to privacy, confidentiality and/or data protection of Personal Data or corporate data, including the GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), as from time to time modified or consolidated, superseded, re-enacted or replaced.



“Data Subject” an individual who is the subject of Personal Data.

“Display”: any screen, monitor or other device used for Digital Signage purposes;

“Documentation” means any documents in electronic format or in paper copy, including specifications, provided by the Supplier in connection with this Agreement.

“Early Activation Date”: if applicable, means the date indicated on the Order Form from which access to the Service will be available.

“Effective Date”: the date of entry into this Agreement by the parties.

“GDPR”: means as applicable to either party or the Services from time to time;

- the General Data Protection Regulation, Regulation (EU) 2016/679; or
- the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time)

“Initial Subscription Term”: the initial term of thirty-six months from the Contract Start Date.

“Normal Business Hours”: 9.00am to 6.00pm local UK time each Business Day.

“Order Form”: the order form, including Subscription Pricing and Professional Services to be delivered, executed by the parties, and attached at Appendix 1.

“Personal Data”: as defined in the Data Protection Laws.

“Personal Data Breach”: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Processing, “processes”, and “process” as defined in the data Protection Laws.

“Processor”: as defined in the Data Protection Laws.

“Renewal Period”: the period described in clause 14.1.

“Sensitive Personal Data”: means (a) credit or debit card numbers; personal financial account information; social security numbers or local equivalent; passport numbers; drivers licence numbers or similar identifiers; passwords; racial or ethnic origins; trade union membership; sexual life; religious beliefs; information relating to criminal offences; political opinions; physical and mental health condition information; or other employment, financial or health, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under the Data Protection Laws as Sensitive Personal Data.

“Services”: the provision of access to the Software provided by the Supplier to the Customer under this Agreement more particularly described in the Order Form including support and hosting.



“Standard Contractual Clauses” (“SCC”) means those standard contractual clauses approved by the EC and/or the UK Government from time to time for the transfer of personal data to processors established in third countries.

“Subscription Pricing”: the subscription pricing payable by the Customer to the Supplier for the Authorised User Subscriptions and the digital Signage Licences, as set out in the Order Form.

“Subscription Term”: has the meaning given in clause 14 (being the Initial Subscription Term together with any subsequent Renewal Periods).

“Support Services Policy”: the Supplier’s policy for providing support in relation to the Services which can be found at www.interactsoftware.com/terms

“Virus”: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. Authorised User Subscriptions

2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to access the Software during the Subscription Term solely for the Customer’s internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:



- a. the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the number of Authorised User Subscriptions it has purchased from time to time;
- b. it will not allow or suffer any Authorised User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User (and the same has been notified to the Supplier), in which case the prior Authorised User shall no longer have any right to access or use the Software and/or Documentation;
- c. it acknowledges that the Supplier can verify the number of Authorised Users. Any such verification will be to ensure that the number of users are less than or equal to the total number of Authorised Users; and
- d. if any of the verifications referred to in clause 2.2.c reveal that the Customer has underpaid Subscription Pricing to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment within 30 Business Days of the date of the provision of an invoice and remove the excess users within 30 days, or if the Customer wishes for those users to continue to have access to the Software, pay fees in respect of them.

2.3 The Customer shall not knowingly access, store, distribute or transmit any Viruses, or any material as part of its use of the Services that infringes the Acceptable Use Policy and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

- a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- c. access all or any part of the Services in order to build a product or service which competes with the Services; or
- d. use the Services to provide services to third parties; or
- e. subject to clause 19, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- f. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.4; and

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer and any of its Affiliates.

2.7 The Customer is responsible for all activity occurring under its Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall: (i) notify Supplier immediately of any unauthorized



use of any account or any other known or suspected breach of security; and (ii) report to Supplier immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Customer to violate this Agreement or the intellectual property rights of third parties.

3. Additional Authorised User Subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Authorised User Subscriptions in excess of the number purchased on the Contract Start Date and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

3.2 If the Customer wishes to purchase additional Authorised User Subscriptions, the Customer shall notify the Supplier in writing.

3.3 The Customer shall pay to the Supplier the relevant fees for such additional Authorised User Subscriptions, as set forth in the Order Form, on registration of such Additional User Subscriptions and, if such additional Authorised User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

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

4.2 The Supplier shall use best endeavours to make the Services available 24 hours a day, seven days a week, except for:

- a. planned maintenance, where notice will be given by e-mail seven days in advance to all administrators registered within Interact at the point of notification (Power Users); and
- b. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least two days' notice by email in advance.

4.3 The Supplier will provide the Customer with the Supplier's [Standard/Gold/Platinum] customer support services in accordance with its Support Services Policy and the Order Form.

4.4 Supplier will at all times use all reasonable efforts to achieve the highest possible availability of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted other than those in clause 7.1. All data stored as part of the Service will be backed up every two hours. If a Customer experiences loss of data, Supplier will restore data from the most recent working backup; provided, however, Supplier gives no warranties and accepts no liability with respect to recovering or restoring any lost Customer Data uploaded since the last working backup.

4.5 Access to the Service is only available to the Customer and Authorised Users, subject to compliance with this Agreement and, in the case of Customer, making the applicable payments for the Service under this Agreement.

4.6 Usernames are personal, and are to be considered part of Confidential Information. The Authorised User or Customer is at all times fully liable for all acts and omissions by Authorised Users whom the Authorised User or Customer has granted access,



5. Customer Data

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 Not Used.

5.3 The Supplier does not own and shall not acquire any rights (other than as set out in this Agreement) to any data, information or material that the Customer or others submit to the Service in the course of using the Service. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that the Customer submits.

5.4 At the point of termination of this Agreement and provided all fees have been paid, the Supplier will extract all data and provide the data to the Customer free of charge. At any other time the Supplier may make a charge at its then current daily rates to provide a raw extract of Customer Data upon request. Supplier will provide all data in human readable format. All uploaded content (including PDFs and images) will be returned in a simple folder structure along with a CSV export of data contained with the Service (including profiles, HTML pages and category structures). In addition Supplier will provide a SQL backup (unencrypted) of the customer database.

5.5 The Customer is fully liable for the legality of all data stored by the Customer and/or Authorised Users on the Service. Furthermore the Customer is fully liable, if such Customer Data infringes any third party rights (including intellectual property rights), and accordingly agrees to indemnify and hold harmless the Supplier for all claims and losses related to such infringement and/or illegality.

5.6 If the Supplier on its own or through any third party has notice that Customer Data stored by the Customer and/or Authorised User is or may be in violation of any law or infringes third party rights, the Supplier shall have the unfettered right to – without liability to the Customer or Authorised User – immediately suspend access to such data without prior notice to the Authorised User or Customer. The Customer and/or Authorised User may be notified by the Supplier of any such action under this section, when reasonable and possible.

5.7 The provisions of Appendix 3 shall apply in respect of any processing of Personal Data.

6. Third Party Providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.



7. Supplier's Obligations

7.1 The Supplier undertakes that the Services will be performed to the standard that could reasonably be expected from a leading provider of similar services in the UK. The Supplier agrees to provide uptime for the Interact Software as a Service of no less than 99.7% availability in any month, excluding planned maintenance time as referred to in clause 4.2a.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents without the Supplier's consent or hardware faults or failures of Customer's equipment.

7.3 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution together with the issuance of the Service Credit referred to in clause 7.7 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.4 Notwithstanding the foregoing, the Supplier:

- a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and
- b. 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.

7.5 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this Agreement.

7.6 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.

7.7 Where the Supplier fails to comply with its obligations set out at clause 7.1 it shall issue a service credit to the Customer of an amount equivalent to X% of the annual Subscription Pricing for the Online licences. The service credit shall be applied to the account and set-off against a future invoice. For these purposes for any given month

$$X = [(\text{Number of complete hours Service is unavailable in excess of } 0.3\%) / (8,760)] \times 100$$

8. Customer's Obligations

8.1 The Customer shall:

- a. provide the Supplier with:
 - I. all necessary co-operation in relation to this Agreement; and
 - II. all necessary access to relevant information as may be required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;



- b. comply with all applicable laws and regulations with respect to its activities under this Agreement;
- c. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- d. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement; and
- e. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- f. satisfy the Browser Requirements, where relevant, for the duration of this Agreement.
- g. have sole responsibility for all Displays, devices and hardware that are used by the Customer to run the Services; and
- h. satisfy any Minimum System requirements as indicated by the Software.

9. Charges & Payments

9.1 The Customer shall pay the Subscription Pricing and the fees for the Professional Services to the Supplier as indicated in the Order Form (Appendix 1).

9.2 All amounts and fees stated or referred to in this Agreement:

- a. are, subject to clause 14.3, non-cancellable and non-refundable;
- b. are exclusive of value added tax or sales tax if applicable.

9.3 The Supplier shall be entitled to increase the Subscription Pricing, the fees payable in respect of the additional Authorised User Subscriptions purchased pursuant to clause 3.3 at the start of each Renewal Period upon 60 days' prior notice to the Customer and all fees shall be deemed to have been amended accordingly.

9.4 Payment shall be made within thirty days of the date of the invoice.

9.5 If the Customer does not pay any undisputed invoice or materially breaches the terms of this Agreement, the Supplier shall be entitled without liability, upon 30 days written notice to the Customer, to suspend Customer's access to the Service without liability. If the amounts invoiced remain unpaid at the expiration of such period the Supplier may terminate this Agreement without liability. In the case of termination or suspension of account, the Supplier reserves the right to impose a reasonable reconnection charge if the Customer wishes to resume the Agreement.

9.6 Not used.



9.7 Any reasonable expenses necessarily incurred by the Supplier during the course of providing the Services shall be reimbursed by the Customer. Where possible the expenses will be agreed in advance in writing.

10. Propriety Rights

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.2 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Confidentiality

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

- a. is or becomes publicly known other than through any act or omission of the receiving party;
- b. was in the other party's lawful possession before the disclosure;
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- d. is independently developed by the receiving party, which independent development can be shown by written evidence

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this Agreement, however arising.

12. Liability & Indemnities



12.1 The Customer shall be liable to the Supplier against genuine claims, actions, proceedings, reasonable losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:

- a. the Customer is given prompt notice of any such claim;
- b. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c. the Customer is given sole authority to defend or settle the claim.

12.2 The Supplier shall defend, indemnify and hold harmless the Customer, its officers, directors and employees against any claim, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that the Services infringe any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- a. the Supplier is given prompt notice of any such claim;
- b. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- c. the Supplier is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 20 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. In the event of termination clause 5.4 will apply. In the event of termination any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- a. a modification of the Services by anyone other than the Supplier (or a third party authorised by the Supplier); or
- b. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier in writing; or
- c. the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.5 The foregoing and clause 13.4.b states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of Liability



13.1 This clause 13 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:

- a. arising under or in connection with this Agreement (including its Appendices and in this clause 13 references to this Agreement shall be deemed to include its Appendices);
- b. in respect of any use made by the Customer of the Services or any part of them; and
- c. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

- a. the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, 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 in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and
- b. 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.

13.3 Nothing in this Agreement excludes the liability of the Supplier:

- a. for death or personal injury caused by the Supplier's negligence; or
- b. for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- a. Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- b. 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 Subscription Pricing and fees for the Services paid during the 12 months immediately preceding the date on which the claim arose.
- c. the Customer's total annual 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 Subscription Pricing due during the 12 months immediately preceding the date on which the claim arose save that the limit of liability referred to in this clause 13.4c shall not apply in respect of any claim by the Supplier against the Customer under paragraph 2.4 of part 1 of Appendix 3.

14. Term & Termination



14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14 commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve months (each a “Renewal Period”), unless:

- a. Customer notifies the Supplier of termination, in writing, by email to cancellations@interactsoftware.com at least 45 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- b. Supplier notifies Customer of termination, in writing at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- c. otherwise terminated in accordance with the provisions of this Agreement;
- d. and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the “Subscription Term”. If the Renewal Period is shorter than the Initial Subscription Term, the commitment discounts reflected in the Order Form will not apply to such Renewal Period.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

- a. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- b. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- c. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- d. a receiver is appointed of any of the other party’s assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party’s assets; or
- e. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- f. the other party ceases, or threatens to cease, to trade; or
- g. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
- h. a Force Majeure event continues, or is anticipated to continue for more than twenty Business Days.



14.3 On termination of this Agreement for any reason:

- a. all licences granted under this Agreement shall immediately terminate;
- b. each party shall make no further use of any documentation and other items (and all copies of them) belonging to the other party;
- c. the Supplier may destroy any of the Customer Data which the Customer has not requested be returned to it within 60 days of termination;
- d. the Supplier will return all data in accordance with clause 5.4 but Appendix 3 shall continue to apply to any Personal Data that the Supplier continues to process notwithstanding this; and
- e. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- f. any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

15. Force Majeure

15.1 Neither party shall have any liability to the other 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, industry wide strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), 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 sub-contractors, provided that the other party is notified of such an event and its expected duration. This clause shall not apply to any inability to pay Subscription Pricing. In the event of a Force Majeure for the period affected the Customer will have no further liabilities and will be entitled to a refund on a pro-rata basis of Subscription Pricing paid.

16. Waiver

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law

17. Severance

17.1 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.

17.2 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.



18. Entire Agreement

18.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. In the event of any conflict between this Agreement and the terms of an Order Form, the Order Form shall prevail.

18.2 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.

19. Assignment

19.1 Neither Party shall, without the prior written consent of the Other Party, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement apart from (i) on a solvent amalgamation or reorganisation or (ii) in the case of Supplier, to one of its Affiliates.

20. No Partnership or Agency

20.1 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, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third Party Rights

21.1 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.

22. Notices

22.1 Any notice required to be given under this Agreement (other than under Appendix 3) shall be in writing (including by e-mail to the address below) and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement or Order Form, or such other address as may have been notified by that party for such purposes,

- Email address of Supplier: legal@interactsoftware.com

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or 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

23. Governing Law & Jurisdiction



23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by
for and on behalf of Customer

Printed Name

Date of signature

Signed by
for and on behalf of Odyssey Interactive Limited

Printed Name

Date of signature

APPENDIX 1

REFER TO ORDER FORM

APPENDIX 3 DATA PROCESSING TERMS

PART 1

1. ORDER OF PRIORITY

1.1. In the case of conflict or ambiguity between:

- a. any provision contained in Part 1 of this Appendix 3 and any provision contained in the other parts, the provision in Part 1 will prevail;
- b. any of the provisions of this Agreement and the provisions of this Appendix 3, the provisions of this Appendix 3 will prevail, other than any conflict or ambiguities relating to clause 13 of this Agreement which clause shall prevail in such circumstances; and
- c. any of the provisions of this Agreement and any executed SCC, the provisions of the executed SCC will prevail, other than in respect of any conflict or ambiguities relating to clause 13 of this Agreement which clause shall prevail in such circumstances.

2. PERSONAL DATA TYPES AND PROCESSING



2.1. To the extent that the Supplier processes personal data as part of the Services the Customer and the Supplier acknowledge that for the purpose of the Data Protection Laws, the Customer is the controller and the Supplier is the processor.

2.2. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Supplier.

2.3. Part 2 of this Appendix 3 describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Supplier may process to fulfil the Business Purposes of the Agreement.

2.4. The Customer agrees that neither it nor its agents, employees, and representatives shall upload or store any Sensitive Personal Data within the Software or to any server space provided as part of the Services. The Customer hereby agrees to indemnify and hold the Supplier harmless in respect of any loss, damage, charge, penalty, which it suffers as a result of it inadvertently processing Sensitive Personal Data in consequence of the Customer or its agents, employees or representatives uploading Sensitive Personal Data in breach of this paragraph 2.4

3. SUPPLIER'S OBLIGATIONS

3.1. The Supplier will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons. The Supplier will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement, or the Data Protection Laws. The Supplier must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Laws.

3.2. The Supplier warrants to the Customer that it has made all necessary registrations and notifications of its particulars in accordance with applicable Data Protection Laws and any regulations made thereunder and will ensure that such registrations and notifications are kept accurate and up to date and supply on request to the Customer a copy of such registrations and notifications, together with any amended particulars that may be filed from time to time.

3.3. The Supplier must promptly comply with any reasonable Customer request or instruction from Authorised Persons requiring the Supplier to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.4. The Supplier will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Agreement specifically authorizes the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the Supplier to process or disclose Personal Data, the Supplier must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.5. The Supplier will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Laws, taking into account the nature of the Supplier's processing and the information available to the Supplier, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Laws.



3.6. The Supplier must promptly notify the Customer of any changes to Data Protection Laws that may adversely affect the Supplier's performance of the Agreement.

3.7. The Supplier will only collect Personal Data for the Customer using the Supplier's standard data privacy notice informing the Data Subject of the Customer's identity, the purpose or purposes for which their Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing.

3.8. In addition to and notwithstanding any other right or obligation arising under this Agreement, the Supplier shall (and shall ensure that its staff and contractors shall):

- a. take all technical and organisational measures necessary or desirable to ensure that personal data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse;
- b. not otherwise modify, amend, combine with other personal data or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party (including the data subject) unless specifically authorised in writing by Customer;
- c. not do or omit to do anything which causes the Customer to breach any Data Protection Laws or contravene the terms of any registration, notification or authorisation under any Data Protection Laws;
- d. ensure that only those of the Supplier's personnel who need to have access to the personal data are granted access to it and only for the purposes of the performance of this Agreement and to inform all such personnel of the confidential nature of the personal data;

4. SUPPLIER'S EMPLOYEES

4.1. The Supplier will ensure that all employees:

- a. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- b. have undertaken training on the Data Protection Laws relating to handling Personal Data and how it applies to their particular duties; and
- c. are aware both of the Supplier's duties and their personal duties and obligations under the Data Protection Laws and this Agreement.

5. SECURITY

5.1. The Supplier must at all times implement appropriate technical and organizational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Part 3 of this Appendix 3. The Supplier must document those measures in writing and periodically review them to ensure they remain current and complete, at least annually.

5.2. The Supplier must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:



- a. the encryption of personal data;
- b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- d. a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6. PERSONAL DATA BREACH

6.1. The Supplier will promptly and without undue delay notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore, if it can, such Personal Data at its own expense.

6.2. The Supplier will within 48 hours and without undue delay notify the Customer if it becomes aware of:

- a. any accidental, unauthorised or unlawful processing of the Personal Data; or
- b. any Personal Data Breach.

6.3. Where the Supplier becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Customer with the following information:

- a. description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
- b. the likely consequences; and
- c. description of the measures taken, or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

6.4. Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Supplier will reasonably co-operate with the Customer in the Customer's handling of the matter, including:

- a. assisting with any investigation;
- b. providing the Customer with physical access to any facilities and operations affected;
- c. facilitating interviews with the Supplier's employees, former employees and others involved in the matter;
- d. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by the Customer; and
- e. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.



6.5. The Supplier shall ensure that the Services provided under this Agreement, comply with the Data Protection Laws. Such co-operation may include, without limitation, the implementation of technical and organisational measures, and the variation of this Agreement.

6.6. The Supplier will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.

6.7. The Supplier agrees that the Customer, acting reasonably, has the sole right to determine whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice;

6.8. The Supplier will cover all reasonable expenses associated with the performance of the obligations under this paragraph 6 unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

6.9. The Supplier will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to a Personal Data Breach to the extent that the Supplier caused such a Personal Data Breach, including all costs of notice and any remedy as set out in paragraph 6.6.

7. CROSS-BORDER TRANSFERS OF PERSONAL DATA

7.1. The Supplier (or any subcontractor) must not transfer or otherwise process Personal Data outside the European Economic Area (EEA) and the UK without adequate safeguards in place for the protection of Personal Data.

7.2. Where a transfer or processing referred to in clause 7.1 takes place, the Supplier may only process, or permit the processing, of Personal Data outside the EEA and the UK under the following conditions:

a. the Supplier is processing Personal Data in a territory which is subject to a current finding under the Data Protection Laws that the territory provides adequate protection for the privacy rights of individuals. The Supplier must identify in Part 2 of this Appendix 3 the territory that is subject to such an adequacy finding; or

b. the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Laws, so that the Supplier (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679) as retained EU law. The Supplier must identify in Part 2 of this Appendix 3 the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Supplier must immediately inform the Customer of any change to that status; or

c. the transfer otherwise complies with the Data Protection Laws for the reasons set out in Part 2 of this Appendix 3.

7.3. If any Personal Data transfer between the Customer and the Supplier requires execution of Standard Contractual Clause in order to comply with the Data Protection Laws, the parties will complete all relevant details in, and execute, the appropriate Standard Contractual Clauses, and take all other actions required to legitimise the transfer.



7.4. If the Customer consents to appointment by the Supplier located within the EEA and the UK of a subcontractor located outside the EEA and the UK in compliance with the provisions of paragraph 8, then the Customer authorizes the Supplier to enter into the appropriate Standard Contractual Clauses with the subcontractor in the Customer's name and on its behalf. The Supplier will make the executed SCC available to the Customer on request.

8. SUBCONTRACTORS

8.1. Amazon Web Services Inc. hosts Supplier's services.

8.2. The Supplier may authorize additional third party subcontractors to process the Personal Data if:

a. the Supplier enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organizational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;

b. the Supplier maintains control over all Personal Data it entrusts to the subcontractor; and

c. the subcontractor's contract terminates automatically on termination of this Agreement for any reason

d. and the Supplier shall notify the Customer of any such appointments in writing and allow the Customer 30 days to object to Personal Data being processed by them.

8.3. Those subcontractors approved as at the commencement of this Agreement are as set out in Part 2 of this Appendix 3.

8.4. Where the subcontractor fails to fulfil its obligations under such written agreement, the Supplier remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

8.5. The Parties consider the Supplier to control any Personal Data controlled by or in the possession of its subcontractors.

8.6. On the Customer's written request (such request to be made no more than once every 12 months), the Supplier will either audit or obtain relevant details of the audit of a subcontractor's compliance with its obligations regarding the Customer's Personal Data and provide the Customer with the relevant audit results.

9. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

9.1. The Supplier will (and will ensure that staff will) without undue delay notify the Customer if it:

a. becomes aware that a disclosure of personal data may be required by law;

b. receives a request from an individual to access their personal data or to cease or not begin processing, or to rectify, block, erase or destroy personal data. The parties will cooperate in promptly investigating and dealing with such request in order to ensure that the individual's rights under the Data Protection Laws are satisfied;



c. receives any request, correspondence, notice or other communication whether orally or in writing from the Office of the Information Commissioner, or any other person, relating to the personal data;

d. becomes aware of a breach of this clause and provide the Customer with such assistance as reasonably requested to enable the Customer to fully investigate the breach and prevent any reoccurrence; and

e. becomes aware of a breach of Data Protection Laws by or in connection with delivery or receipt of the Services and provide the Customer with such assistance as reasonably requested to enable the Customer to fully investigate the breach and prevent any reoccurrence.

9.2. The Supplier must, at no additional cost, take such technical and organizational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

a. the rights of Data Subjects under the Data Protection Laws, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

b. information or assessment notices served on the Customer by any supervisory authority under the Data Protection Laws.

9.3. The Supplier must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Laws.

9.4. The Supplier must notify the Customer within 2 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Laws.

9.5. The Supplier will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.6. The Supplier must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Agreement or as required by law.

10. TERM AND TERMINATION

10.1. This Appendix 3 will remain in full force and effect so long as the Supplier retains any Personal Data related to the Agreement in its possession or control.

10.2. Any provision of this Appendix 3 that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Data will remain in full force and effect.

10.3. The Supplier's failure to comply with the terms of this Appendix 3 is a material breach of the Agreement. In such event, the Customer may terminate the Subscriber Agreement effective immediately on written notice to the Supplier without further liability or obligation.



10.4. If a change in any Data Protection Laws prevents either party from fulfilling all or part of its obligations under the Agreement, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Laws within 30 calendar days, they may terminate the Agreement on written notice to the other party.

11. DATA RETURN AND DESTRUCTION

11.1. At the Customer's request, the Supplier will give the Customer a copy of the Customer's Personal Data in its possession or control at a cost to be agreed by the Parties. Notwithstanding the previous sentence, Customer shall be entitled to receive a copy of all Customer Data, at no additional fee, upon termination or expiry of this Agreement. Customer Data will be returned in a simple folder structure along with a CSV export of data contained with the Service (including profiles, HTML pages and category structures). In addition, Supplier will provide a SQL backup (unencrypted) of the customer database. Customer Data will be returned by secure electronic transfer as determined by the Supplier.

11.2. On termination of the Agreement for any reason or expiry of its term, the Supplier will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Agreement in its possession or control.

11.3. If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

11.4. The Supplier will certify in writing that it has destroyed the Personal Data within five (5) calendar days after it completes the destruction

12. RECORDS

12.1. The Supplier will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organizational security measures referred to in paragraph 5.1 (Records).

12.2. The Supplier will ensure that the Records are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Agreement and the Supplier will provide the Customer with copies of the Records upon request.

12.3. The Customer and the Supplier must review the information listed in the Annexes to this Agreement once a year to confirm its current accuracy and update it when required to reflect current practices.

13. AUDIT

13.1. The Supplier will permit the Customer and its third-party representatives to audit the Supplier's compliance with its Agreement obligations, on at least 15 days' notice, no more frequently than once



every 12 months, during the Term. The Supplier will give the Customer and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

- a. physical access to, remote electronic access to, and copies of the Records and any other information held at the Supplier's premises or on systems storing Personal Data;
- b. access to and meetings with any of the Supplier's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
- c. inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process or transport Personal Data.

13.2. The notice and frequency requirements in paragraph 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach occurred or is occurring, or the Supplier is in breach of any of its obligations under this Agreement or any Data Protection Laws.

13.3. If a Personal Data Breach occurs or is occurring, or the Supplier becomes aware of a breach of any of its obligations under this Agreement or any Data Protection Laws, the Supplier will:

- a. promptly, conduct its own audit to determine the cause;
- b. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
- c. promptly provide the Customer with a copy of the written audit report; and
- d. remedy any deficiencies identified by the audit within 7 days.

13.4. At least once a year, the Supplier will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices.

14. WARRANTIES

14.1. The Supplier warrants that:

- a. its employees, subcontractors, agents and any other person or persons accessing Personal Data on its behalf and have received adequate training on the Data Protection Laws relating to the Personal Data;
- b. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Laws and other laws, enactments, regulations, orders, standards and other similar instruments;
- c. it has no reason to believe that the Data Protection Laws prevents it from providing any of the Subscriber Agreement's contracted services; and



d. considering the current technology environment and implementation costs, it will take appropriate technical and organizational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:

i. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;

ii. the nature of the Personal Data protected; and

iii. comply with all applicable Data Protection Laws and its information and security policies, including the security measures required in paragraph 5.1.

14.2. The Customer warrants and represents that the Supplier's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Laws.

15. NOTICE

15.1. Any notice or other communication given to a party under or in connection with this Appendix 3 must be in writing and delivered to:

For the Supplier:

- Interact Software, Windmill Green, 24 Mount Street, Manchester M2 3NX, England
- legal@interactsoftware.com

For the Customer:

-

PART 2

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject matter of processing the provision of the Services by the Supplier to the Customer in accordance with the terms of this Agreement:

Duration of Processing: Supplier will process the Personal Data for the duration of the engagement.

Nature of Processing: Supplier will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Business Purposes: Providing access to intranet software as a service.

Personal Data Categories: Categories of Personal Data may include the following



- Name(s)
- Address(es)
- Email address(es)
- Contact details including mobile telephone number(s)
- Curriculum Vitae (CV) or resume and professional profile
- Image or photographs

Data Subject Types: Customer's employees authorized by Customer to use the Services

Authorised Persons: Statutory directors of Customer and those other individuals who Customer notifies Supplier are Authorised Persons from time to time.

Identify the Supplier's legal basis for processing Personal Data outside the EEA in order to comply with cross-border transfer restrictions:

Standard Contractual Clauses between Customer as "data exporter" and Supplier as "data importer".

Approved Subcontractors:

- Amazon Web Services EMEA SARL
- Twilio
- Mailgun Technologies, Inc
- Microsoft Corporation and Microsoft Azure
- Interact Intranet Inc
- Sideways 6 Limited
- OpenAI

For the latest list please refer to <https://www.interactsoftware.com/terms/interact-subprocessors/>

PART 3

See security measures at [interactsoftware.com/security](https://www.interactsoftware.com/security)