Terms and Conditions

Sentient Solutions Limited

Home > Terms and Conditions

Terms and Conditions applicable to Sentient's Scorebuddy service

Access to the SaaS Services, this Website and the use of information thereon is subject to these Terms and Conditions. You should carefully read these Terms and Conditions. By proceeding further and/or using the SaaS Services, you will be deemed to have accepted them.

Defined Terms

"Applicable Laws"	All applicable laws, statutes, regulations and codes from time to time in force;
"Customer" or "you" and "your"	The person/entity that has purchased the Services and is using the SaaS Services;
"Customer Materials"	All documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Sentient in connection with the Services,;
"Data Protection Legislation"	means: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"); (b) the Irish Data Protection Acts 1988 and 2018; (c) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;

(d) the EU Data Protection Directive 95/46/EC; the UK GDPR and the UK Data Protection Act 2018.

(e) the EU ePrivacy Directive 2002/58/EC (as amended) (the "**ePrivacy Directive**");

(f) any relevant transposition of, or successor or replacement to the laws detailed at (a) to (e) inclusive (including the successor to the ePrivacy Directive); and all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commissioner or other relevant national or supra-national authority relating to the processing of Personal Data or privacy;

"GDPR"	Regulation (EU) 2016/679 (General Data Protection Regulation);
"Intellectual Property Rights"	Patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.;
"Services" or "SaaS Services" or "Scorebuddy"	Sentient's multichannel call centre quality assurance solution for call centres and outsourcers with functionality as per the current version of Scorebuddy Service Description Document;
"Sensitive Personal Information"	Means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act

("**HIPAA**"); or (iii) any other personal data of an EU citizen deemed to be in a "special category" (as identified in the GDPR or any successor directive or regulation);

"Term"	The Initial Term or a Renewal Term as applicable; and
"Website"	https://scorebuddyqa.com

1. Commencement and duration

a. This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 2, until the first anniversary of the date of this agreement (the "Initial Term"), when it shall automatically renew for successive twelve month terms (each a "Renewal Term"), unless either party serves a notice of termination on the other in accordance with Clause 2.

b. Sentient shall provide the Services to the Customer in accordance with the specifications set out in Schedule 1 during the Term.

c. Your access to our SaaS Services software must be conducted in accordance the terms of this agreement. Access to the SaaS Service, Scorebuddy, the Website and the use of information on it is subject to the terms of this Agreement.

2. Termination

a. Without affecting any other right or remedy available to it, either party may terminate this agreement on 90 days written notice by giving written notice to the other party if:

(i) the other party commits a material breach of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(ii) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

(iii) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is reasonably deemed unable to pay its debts.

b. Should the Customer elect to terminate this Agreement prior to the expiry of the Term (save for termination for 'cause' under clause 2(a)), the Customer shall be

obliged to pay 80% of the average fees that it was invoiced by Sentient in the three months prior to the date the termination notice is received, each month for the remainder of the Term.

c. For the purposes of clause 2(b) material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

d. Without affecting any other right or remedy available to it, Sentient may terminate this agreement with immediate effect (or suspend the provision of the Services) by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment.

3. Sentient's Responsibilities

a. Sentient shall use all reasonable endeavours to supply the Services in accordance with the specifications set out in Schedule 1 in all material respects.

b. Sentient shall use all reasonable endeavours to provide the support services in accordance with Schedule 2 in all material respects.

c. Sentient shall use all reasonable endeavours to meet any performance dates agreed with the Customer but any such dates shall be estimates only and time for performance by Sentient shall not be of the essence of this agreement.

d. Sentient shall appoint a manager for the Services. That person shall have authority to contractually bind Sentient on all matters relating to the Services. Sentient shall use all reasonable endeavours to ensure that the same person acts as Sentient's manager throughout the term of this agreement, but may replace that person from time to time if reasonably necessary in the interests of Sentient's business.

e. Sentient shall obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable Sentient to provide the Services.

4. Customer's Obligations

a. The Customer agrees:

(i) not to use or interfere the Software or Sentient's website in a manner which could damage, disable, disrupt, overload or impair the software or Sentient website;

(ii) not to attempt to use or access Sentient's Website or SaaS Services software in any unauthorised manner without Sentient's express written permission;

(iii) not to use Sentient's Website or SaaS Software for any unlawful, illegal, illicit or prohibited purposes;

(iv) not to (1) misuse the SaaS Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (2) attempt to gain unauthorised access to the SaaS Services, the server on which our App is stored or any server, computer or database connected to the SaaS Services (3) attack our SaaS Services via a denial-of-service attack or a distributed denial-of-service attack. Sentient will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the identity of any persons who contravene this section to them. In the event of such a breach, your right to use the SaaS Services will cease immediately;

(v) to co-operate with Sentient in all matters relating to the Services;

(vi) to appoint a customer representative for the Services. That person shall have the authority to contractually bind the Customer on matters relating to the Services;

(vii) to provide, for Sentient, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's systems, data and other facilities if reasonably required by Sentient and only if necessary for the provision of the Services;

(viii) to provide to Sentient in a timely manner all documents, information, items and materials in any form reasonably required by Sentient if required in connection with the provision of the Services and ensure that they are accurate and complete in all material respects; and

(ix) to obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable Sentient to provide the Services.

(x) where applicable, to have available internal IT or development resources during onboarding and the trial period, to support the delivery of integrations using the open API.

b. If Sentient's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Sentient shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Fees

In consideration of the provision of the Services by Sentient, the Customer shall pay the fees set out in the order form to Sentient in a timely manner. Billing is monthly in arrears and based on the total number of Agent, Supervisor, Administrator and other system Users stored within the system and is calculated using the unit price in the

order form of this Agreement. Deleted or archived users are not included in the license fee calculation and upon renewal, any reduction in Quantity will impact upon the Discount and Unit Price. Unit prices are subject to a minimum 15% uplift annually. Excessive data storage requirements will impact upon the discount applied to monthly invoices. Notice will be provided to recommend archiving procedures to eliminate impact on monthly discounts.

6. Intellectual Property Rights

a. In relation to the Services:

> (i) Sentient and its licensors shall retain ownership of all Intellectual Property Rights in the SaaS Services, excluding the Customer Materials;
>
> (ii) Sentient grants the Customer, or shall procure the direct grant to the Customer of a license during the term of this agreement for the purpose of using the Services; and
>
> (iii) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6(a)(ii);

b. In relation to the Customer Materials, the Customer:

> (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
>
> (ii) grants Sentient a fully paid-up, non-exclusive, royalty-free, non-transferable license to use the Customer Materials for the term of this agreement solely for the purpose of providing the Services to the Customer (if necessary).

c. Sentient:

> (i) warrants that the receipt, use of the Services by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;
>
> (ii) shall, subject to clause 10 (Limitation of liability), indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses, loss of profit, loss of reputation) calculated on a full indemnity basis, and all other reasonable professional costs and expenses, suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from the SaaS Services; and
>
> (iii) shall not be in breach of the warranty at clause 6(c)(i), and the Customer shall have no claim under the indemnity at clause 6(c)(ii), to the extent the infringement arises from:

> > (1) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in the Service;

(2) any modification of the Services, other than by or on behalf of Sentient; and

compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that Sentient shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

d. The Customer:

(i) warrants that the receipt and use of the Customer Materials in the performance of this agreement by Sentient, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(ii) shall indemnify Sentient in full against all liabilities, costs, expenses, damages and losses (including any indirect or consequential losses, loss of profit, loss of reputation) calculated on a full indemnity basis, and all other reasonable professional costs and expenses, suffered or incurred by Sentient arising out of or in connection with any claim brought against Sentient, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

7. Data Protection

a. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

b. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller in relation to its personal data and Sentient is the processor. Schedule 4 sets out the scope, nature and purpose of processing by Sentient, the duration of the processing and the types of personal data and categories of data subject.

c. Without prejudice to the generality of clause 7(a), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Sentient for the duration and purposes of this agreement.

d. Without prejudice to the generality of clause 7(a), Sentient shall, in relation to any personal data processed in connection with the performance by Sentient of its obligations under this agreement:

(i) process that personal data only on the documented written instructions of the Customer unless Sentient is required by Applicable Law to otherwise process that personal data. Where Sentient is relying on the laws of a member of the European Union or European Union law as the basis for processing personal data, Sentient shall promptly notify the Customer of this before performing the processing

required by the Applicable Law unless the Applicable Law prohibits Sentient from so notifying the Customer;

(ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(iv) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

> (1) the Customer or Sentient has provided appropriate safeguards in relation to the transfer;
> (2) the data subject has enforceable rights and effective legal remedies;
> (3) Sentient complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
> (4) Sentient complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(v) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify the Customer without undue delay on becoming aware of a personal data breach;

(vii) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data;

(viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and immediately inform the Customer if, in the opinion of Sentient, an instruction infringes the Data Protection Legislation;

(ix) if Sentient proposes to engage or replace another data processor to process Personal Data on behalf of the Customer (a "**Sub-Processor**"), Sentient shall only

do so with the advance written consent of the Customer. If Sentient engages a Sub-Processor in accordance with this clause, Sentient shall ensure that any such Sub-Processor is contractually bound by the same data protection obligations as set out in this Agreement; and

(x) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

e. Sentient will use your personal data in the manner set out in its Privacy Statement which is set out on its Website (the "**Privacy Statement**"). However, in the event of a conflict between the Privacy Statement and this Agreement, this Agreement shall prevail.

f. The Customer agrees not to use the SaaS Services to collect, store, process or transmit any Sensitive Personal Information. The Customer acknowledges that Sentient is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. Sentient will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

g. The parties agree that in connection with this Agreement, Sentient is a "service provider" and not a "third party" as those terms are defined in the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., ("**CCPA**"). Sentient agrees that it will not (i) sell personal information received in connection with this Agreement; (ii) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing the Services, including retaining, using or disclosing such personal information for a commercial purpose other than providing the Services; or (iii) retain, use or disclose such personal information outside of the direct business relationship created pursuant to this Agreement. Sentient hereby certifies that it understands its obligations under the CCPA and will comply with them.

8. Confidentiality

a. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8(a).

b. Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9. Remedies

a. The Customer will have the rights set forth below in respect of Sentient's provision of the SaaS Services. The terms set out below provide a Customer's sole and exclusive remedy for Sentient's failure to provide the SaaS Services or meet the Uptime Commitment. All standards and commitments are subject to the limitations and exclusions set forth herein.

b. If the Availability of the SaaS Service for a given month is less than the applicable Uptime Commitment, but 99% or higher, the Customer will be eligible to receive a 10% service credit for the affected SaaS Services for such month. If the Availability of the SaaS Service for a given month is 98% or higher but lower than 99%, the Customer will be eligible to receive a 25% service credit for the affected SaaS Services for such month. If the Availability of the SaaS Service for a given month is lower than 98%, the Customer will be eligible to receive a 50% service credit for the affected SaaS Services for such month;

c. In the event that you are not current and up to date in your payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until your account is brought up to date in respect of your payment obligations;

d. To receive service credits, Customer must submit a written request to billing@scorebuddyqa.com within 30 days after the end of the month in which Sentient failed to meet the Uptime Commitment, or Customer's right to receive service credits with respect to such unavailability will be waived.

10. Limitation of Liability

a. In no event shall Sentient be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, goodwill data or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, any of Sentient's products or any content provided on or through the any of Sentient's products, including the SaaS Service.

b. Subject to clause 10(b), Sentient's total liability to the Customer in respect of all breaches of duty under or in connection with this agreement shall not exceed the service fees paid by the Customer to Sentient in the 12 months preceding any claim.

11. Force Majeure

a. "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

(i) acts of God, flood, drought, earthquake or other natural disaster;

(ii) epidemic or pandemic;

(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(iv) nuclear, chemical or biological contamination or sonic boom;

(v) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(vi) collapse of buildings, fire, explosion or accident; and

(vii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

(viii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

(ix) interruption or failure of utility service.

b. Provided it has complied with clause 11(d), if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

c. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

d. The Affected Party shall:

(i) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

e. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party

not affected by the Force Majeure Event may terminate this agreement by giving 30 days written notice to the Affected Party.

12. Miscellaneous

a. Waiver & Severability

Any failure of Sentient to exercise or enforce any rights or provisions in this Agreement shall not constitute a waiver of such right or provision. If any part or provision of this Agreement is found to be unenforceable, such part or provision may be modified to make this Agreement, as modified, legal and enforceable. The balance of this Agreement shall not be affected.

b. Dispute Resolution, Governing Law and Jurisdiction

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.
If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Clause 12.b shall apply.

Where agreement on the settlement of the dispute or claim is not reached betweeen the directors of each of the Parties, the dispute or claim shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Dublin, Ireland. The language of the arbitration shall be English.

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

c. Communications

Email communications may be sent to you by Sentient in connection with the SaaS Services. You consent to our use of your email address for sending operational communications to you via email in respect of the SaaS Services (and not for marketing purposes).

d. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

e. Entire Agreement

(i) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(ii) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

f. No partnership or agency

(i) Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(ii) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

g. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This agreement has been entered into on the date stated at the beginning of it.

h. GenAI capabilities provision

Closed Instance Provision: Any GenAI capabilities provided to the Client will be deployed on a standalone, closed instance of Microsoft Azure. This ensures a dedicated and secure environment exclusively for the Client's use, isolated from other environments.

Data Privacy and Usage: The Client's data will not be utilized for training AI models. All data processed within the GenAI capabilities remains confidential and is used solely for the purpose of delivering the agreed-upon services.

i. Data requests

All data subject requests, including requests for access, rectification, erasure, or data portability, should be directed to privacy@scorebuddyqa.com. This includes any queries or complaints relating to the processing of personal data. We will acknowledge your request within 3 working days and process it in accordance with applicable data protection regulations. Please note that we may require additional information to verify your identity before processing your request.

13. Commitment to Ethical Sourcing

Scorebuddy ensures that integrity and ethical practices are upheld throughout our operations. We mandate that all our suppliers and business partners comply with ethical sourcing best practice, which explicitly prohibits slavery, servitude, forced or compulsory labour, and human trafficking.

We reserve the right to conduct due diligence to confirm compliance and require transparent and auditable processes from our suppliers. In the event of any supplier's failure to meet our standards, Scorebuddy is committed to taking appropriate actions, which may include contract review, termination, and legal action to uphold these ethical standards. By agreeing to our Terms and Conditions, our customers acknowledge and support this commitment to maintain a responsible supply chain.

Schedule 1. Specifications

1. Scorebuddy's Uptime Commitment

a. Subject to the terms of this Agreement, Sentient will use all reasonable endeavours to have a 99.5% availability each calendar month (the "Uptime Commitment");

b. The availability of the Scorebuddy for a given month will be calculated according to the following formula (referred to herein as the "Availability"):
Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM.

c. For the purposes of this calculation, Scorebuddy will be deemed to be unavailable to the extent the applicable Sentient Scorebuddy servers will not accept connections. A SaaS Service will not be deemed to be unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below in these

2. Exceptions to the Uptime Commitment

a. The SaaS Services will not be considered to be unavailable for any outage that results from any maintenance performed by Sentient:

(i) of which the Customer is notified at least 24 hours in advance;

(ii) during Customer's implementation period;

(iii) during Sentient's then-current standard maintenance windows (collectively referred to herein as "Scheduled Maintenance"); or

(iv) as a result of Customer's request outside of the normally scheduled maintenance;

b. The SaaS Services will not be considered to be unavailable for any outage due to the Customer's data or application programming, acts or omissions of Customer or its agents, failures of equipment or facilities provided by Customer, network unavailability or bandwidth limitations outside of Sentient network;

c. The SaaS Services will not be considered to be unavailable for any outage due to issues arising from bugs or other problems in the software, firmware or hardware of

Sentient's suppliers; and
d. The SaaS Services will not be considered to be unavailable for any outage due to Force majeure events.

The configuration being provided under the SaaS Services is based on assumptions made by Customer and based on information provided by a Customer. As a result, Sentient will not be responsible for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or the number of concurrent user sessions.

3. Configurations Changes; Customer Supported Software

These specifications are based on a standard configuration of the SaaS Services to provide the performance level contemplated by the Uptime Commitment in this Agreement. If Sentient notifies the Customer that it has determined that Customer's configuration is not suited to provide this level of performance, this Agreement will be suspended until Customer and Sentient agree upon and implement a new or modified configuration designed to provide this level of performance.

4. Customer may request changes in the Services to be performed by Sentient by completing a Change Request Form. Such requested changes will be made in writing and, in the event of acceptance by Sentient, signed by the authorized representatives of Sentient and Client. All changes will subsequently be incorporated in an amendment to the Agreement and will specify the change requested any changes in the price, adjustment to the schedule of performance and any changes to the terms and conditions. Until such time as the change is accepted by Sentient, Sentient shall continue to supply the Services as originally agreed.

Schedule 2. Service Support

Support is divided into 3 categories:

	Definition	Response Time	Hours Cover
P1	The service is not operational, and no workaround exists. Examples include: System outage or non-availability of service	4 hours	24 x 7
P2	Service is impaired, does not work as proposed, but it is operational.	8 hours	Normal office hours

P3	Functionality or user related questions. Examples include: How do I apply weighting to a scorecard. How do I change a user's access	8-16 working hours	Normal office hours

Schedule 3. Data Protection

1. Processing by Sentient

    1.1 Scope

        The data entered into the Scorebuddy platform is at the discretion of the user but would typically include user access account details, attached files from the user environment and basic user information for individuals being assessed.

        Should a client choose to enable the Scorebuddy Surveys addon module, contact lists of client customers or lists from other sources may be uploaded and stored in the system.

    1.2 Nature
    Scorebuddy is a generic platform which is designed to be configured by the user to collect, process and report on performance data.

    1.3 Duration of the processing
    For the duration of the contract to use the platform, all client/user data can be retrieved and deleted from the platform by the user. In the event that the user fails to delete the data, all user data is expunged within 30 days of contract termination.

2. Types of personal data

    General User
    • System ID
    • Employee ID
    • First name
    • Last Name
    • Company Email Address

    Contact Lists for use with the Surveys Module
    • System ID
    • First name
    • Last Name
    • Email Address
    • Mobile Number

3. Categories of data subject

• System Users
• Customer Service Agents
• Employees of service providers
• Client customers

4. Data Sub Processors

Displaying content from external platforms
This type of service allows you to view content hosted on external platforms directly from the pages of this Application and interact with them.
This type of service might still collect web traffic data for the pages where the service is installed, even when Users do not use it.

Google Fonts (Google Ireland Limited)
Google Fonts is a typeface visualization service provided by Google Ireland Limited that allows this application to incorporate content of this kind on its pages. Personal Data processed: Trackers; Usage Data.

Place of processing: Ireland – <u>Privacy Policy – Privacy & Terms – Google</u>

Font Awesome (Fonticons, Inc.)
Font Awesome is a typeface visualization service provided by Fonticons, Inc. that allows this Application to incorporate content of this kind on its pages. Personal Data processed: Trackers; Usage Data.

Place of processing: United States – <u>We take your privacy seriously | Font Awesome</u>

Infrastructure
This type of service supports the fundamental storage and processing of the application functions.

AWS
AWS provides a number of webservices provided by Amazon.com inc. Services include infrastructure as a service (IaaS) providing computing, networking, and storage of Scorebuddy products. Scorebuddy also uses additional services such as transcription and translation services.

Place of processing: EU & United States - <u>https://aws.amazon.com/privacy/</u>

MongoDB
MongoDB Atlas is a Document Database as a Service provided by MongoDB inc. MongoDB Atlas provides storage of Scorebuddy customer data.

Place of processing: EU & United States - <u>https://www.mongodb.com/legal/privacy/privacy-policy</u>

Cloudflare (Cloudflare Inc.)
Cloudflare is a traffic optimization and distribution service provided by Cloudflare Inc. The way Cloudflare is integrated

means that it filters all the traffic through this Application, i.e., communication between this Application and the User's browser, while also allowing analytical data from this Application to be collected. Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – <u>Cloudflare's Privacy Policy | Cloudflare</u>

MicroStrategy

MicroStrategy is a business intelligence platform. Scorebuddy uses MicroStrategy for its enhanced BI reporting. Place of processing: EU –<u>https://www.microstrategy.com/legal/privacy-policy</u>

<u>https://community.microstrategy.com/s/article/MicroStrategy-Personal-Data-Processing-FAQ?language=en_US</u>

Infrastructure Monitoring

This type of service allows this Application to monitor the use and behaviour of its components so its performance, operation, maintenance and troubleshooting can be improved. Which Personal Data are processed depends on the characteristics and mode of implementation of these services, whose function is to filter the activities of this Application.

Datadog (Datadog, Inc.)

Datadog is a monitoring service provided by Datadog, Inc. The way Datadog is integrated means that it filters all traffic of this Application, i.e., communication between the Application and the User's browser or device, while also allowing analytical data on this Application to be collected. Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – <u>Privacy Policy | Datadog (datadoghq.com)</u>; Germany – <u>Privacy Policy | Datadog (datadoghq.com)</u>

Services
Auth0

Auth0 is an Identity access Management system provided by Okta. Scorebuddy uses Auth0 for access to the CX sub product.

Place of processing: EU - <u>https://auth0.com/docs/secure/data-privacy-and-compliance/gdpr</u>

Okta

Okta is an Identity a single sign on (SSO) service provided by Okta. Scorebuddy uses Okta SSO for single sign on access to the core product.

Place of processing: EU - <u>https://www.okta.com/trustandcompliance/</u>

Microsoft

Azure webservices offer a range of services , Scorebuddy uses Azure webservices for SSO (Azure AD) and AI (Azure OpenAI). Azure SSO is a single sign on (SSO) service provided by Microsoft. Scorebuddy uses Okta SSO for single sign on access to the core product. Azure OpenAI is an Artificial Intelligence (AI) service provided by Microsoft. Scorebuddy uses Azure OpenAI for QA Assist and Auto Scoring.

Place of processing: EU – https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy

https://azure.microsoft.com/en-us/explore/trusted-cloud/privacy

Google Webservices

Google webservices offer a range of services , Scorebuddy uses Google webservices for transcription and translation services offered in the CX subproduct.

Place of processing: US, EMEA - https://cloud.google.com/privacy

Deepgram

Deepgram is a transcription service provided by Deepgram inc. Scorebuddy uses Deepgram for transcription and translation services offered in the CX subproduct.

Place of processing: US - https://deepgram.com/privacy

Mailgun

Mailgun is a transactional email API service provided by Mailgun Technologies. Scorebuddy uses Mailgun for in-product notifications.

Place of processing: EU - https://help.mailgun.com/hc/en-us/articles/13402314405275-Compliance-Security

LearnUpon

LearnUpon is an online training platform provided by LearnUpon. Scorebuddy uses LearnUpon to provide integrated Learning Management system.

Place of processing: EU - https://www.learnupon.com/security/

Zendesk

Zendesk is a support platform provided by Zendesk Inc. Scorebuddy uses Zendesk to provided integrated support.

Place of processing: EU - https://www.zendesk.com/company/agreements-and-terms/privacy-notice/

Marketing

HubSpot (HubSpot, Inc.)

HubSpot is an American developer and marketer of software products for inbound marketing, sales, and customer service. Its products and services aim to provide tools for customer relationship management, social media marketing, content management, lead generation, web analytics, search engine optimization, live chat, and customer support."

Tag Management

This type of service helps the Owner to manage the tags or scripts needed on this Application in a centralized fashion.

This results in the Users' Data flowing through these services, potentially resulting in the retention of this Data.

Google Tag Manager (Google Ireland Limited)

Google Tag Manager is a tag management service provided by Google Ireland Limited.

Personal Data processed: Trackers; Usage Data.

Place of processing: Ireland – Privacy Policy.

Privacy Policy – Privacy & Terms – Google

What is Google Tag Manager?

Google Tag Manager is a tag management system that allows us to track user behaviour on our website through the use of tags and tracking pixels. Tags and tracking pixels are small snippets of code that allow us to collect data about your interactions with our website.

What data does GTM collect?

GTM collects data such as your IP address, browser type, browser version, the pages of our website that you visit, the time and date of your visit, and other statistics. This data is used to improve our website and provide a better user experience.

How is data collected by GTM used?

The data collected by GTM is used to analyse user behaviour on our website and to improve the user experience. This includes identifying which pages are most popular, how users are interacting with our website, and what we can do to improve the overall experience for our users.

Does GTM share data with third parties?

GTM may share data collected from our website with third-party services and partners. However, we do not sell or share your personal information with third parties for their marketing purposes.

How can I opt-out of GTM tracking?

If you do not wish to be tracked by GTM, you can disable cookies in your browser settings or use browser plugins that block tracking. Please note that if you choose to opt-out of GTM tracking, some parts of our website may not function properly.

What GTM Tags are currently in use on our website?

GTM-K4W75MD - Tracks web traffic throughout our website for marketing purposes.

GTM-K4W75MD - Tracks users throughout our website for marketing purposes and allows us to identify direct/referral traffic related to Hubspot.

Traffic optimization and distribution

This type of service allows this Application to distribute their content using servers located across different countries and to optimize their performance.

Which Personal Data are processed depends on the characteristics and the way these services are implemented. Their function is to filter communications between this Application and the User's browser. Considering the widespread distribution of this system, it is difficult to determine the locations to which the contents that may contain Personal Information of the User are transferred.

Changes to our privacy policy

We may update this privacy policy from time to time to reflect changes in our practices or applicable laws. We encourage you to check this page periodically for any updates.

The information on this page is correct as of: 11th March 2024