

**THIS MASTER SERVICES AGREEMENT** (the "MSA") is effective as of the date of an applicable signed order form (an "Order Form") and is by and between **Augmetec Limited** a private limited company incorporated and registered in England and Wales with company number 14244375 whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ ("**Company**", "**Augmetec**", "**we**", "**us**" or "**our**"); and Customer, as set forth in the associated Order Form ("Customer") (each a "**Party**" and together the "**Parties**").

In the event of any inconsistency or conflict between the terms of this MSA and the terms of the associated Order Form, the terms of the Order Form shall prevail.

## **IT IS AGREED:**

### **1. Interpretation**

1.1 In this Agreement and in each Order Form, save where the context requires otherwise, the following terms shall have the meanings given to them below:

"**Agreement**" means this MSA and the associated Order Form;

"**Applicable Law**" means statutes, statutory instruments, regulations, codes, orders and other legislative provisions, including any delegated or subordinate legislation, and any judgment of a relevant court of law or decision of a tribunal or competent authority, as it applies to the Parties and its group companies and/or affiliated entities, its employees, contractors, officers and directors;

"**Augmetec Confidential Information**" means Content inputted, provided or owned by Augmetec and any Confidential Information owned by or as it relates to the business of Augmetec and any Intellectual Property Rights contained therein;

"**Augmetec IPR**" means any Augmetec Confidential Information, Intellectual Property Rights contained in the Software (including but not limited to source code, object code, database designs, APIs, languages, application logic, GUIs, documentation, technology design, etc and all modifications, enhancements and the like), Augmetec Trade Marks, Background IP, Software usage data, Software system data, but excludes any Third Party IPR;

"**Augmetec Trade Marks**" means registered Words and Figurative trademarks registered with the UK Intellectual Property Office or any other global intellectual property office (or equivalent) by Augmetec, including the "LEIAA" name and logo;

"**Authorised Users**" means an individual real person authorised by the Customer to use the Services who may include a company employee, independent contractor or other agent;

"**Background IP**" means any Intellectual Property Rights in Content that are owned by or licensed to Augmetec and which are, have been or will be developed independently of this Agreement;

"**Commencement Date**" means the date of this Agreement;

"**Compliant Device**" means a Company-owned desktop or laptop computer that has been provisioned by the Company for use by Company personnel (or an authorised representative) with appropriate Company-managed safeguards and controls, or a personal device that has been registered through Company's Bring Your Own Device programme with appropriate mobile device management, compliance and other security protocols;

“**Confidential Information**” of a Party shall mean, for that Party, shall mean any information relating to the business of that Party, or the exercise of its functions, and all confidential or proprietary information relating to:

- (a) the fact that discussions, negotiations and development initiatives are taking place regarding LEIAA and associated products;
- (b) the business operations, assets, affairs, customers, clients, suppliers, plans, intentions or market opportunities of either Party or any of its affiliates;
- (c) internal personnel, financial information, vendor information, purchasing and cost information and external business contacts of either Party or any of its affiliates;
- (d) any Intellectual Property Rights and associated intellectual property information, including information relating to either Party’s proprietary rights prior to any public disclosure of such data, including the nature of such rights, technical and engineering data, results, simulations, status of research;
- (e) processes, specifications, technology, product information, know-how, technical information, computer code, designs, trade secrets, models, formulas, procedures, or any personal information about Augmetec’s claimants or authorised firms, staff, contractors, agents or clients obtained by Customer, including the Software, LEIAA future features, and all information and documentation relating to LEIAA);
- (f) any information, findings, data or analysis derived from Confidential Information;
- (g) any information developed by the parties in the course of carrying out this agreement and agree that:
  - (i) details of the Software and the results of any performance tests of the Software shall constitute Augmetec Confidential Information, and Customer Data shall constitute Customer Confidential Information; and
- (h) any information which is either marked as confidential or a reasonable person might determine, in the circumstances, as confidential.

But excludes information if:

- (a) it is, or becomes, generally available to the public other than as a direct result of the information being disclosed by a party or its representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- (b) it was available to Customer on a non-confidential basis prior to disclosure by Augmetec;
- (c) it was lawfully in the possession of Customer before the information was disclosed by Augmetec; and/or

(d) the parties agree in writing that the information is not confidential.

**“Content”** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software applications, software development kits, application programming interfaces, software libraries, code samples, and other resources;

**“Customer Confidential Information”** includes any Customer Content, any Confidential Information owned by or relating to the business of Customer and any Intellectual Property Rights contained therein;

**“Customer Content”** includes any Content inputted by Customer or its Authorised Users or Augmetec on Customer’s behalf in connection with Customer’s use of the Software or facilitating Customer’s use of the Software, and any results derived from the use of Customer Content with the Software, but specifically excludes any feedback, suggestions, or requests for improvements that the Customer provides to Augmetec.

**“Customer Data”** means any personal data, corporate data or records that are provided to Augmetec by Customer under this Agreement;

**“Customer IPR”** means such Intellectual Property Rights contained in any Customer Content, Customer Confidential Information and Customer Data, and specifically excludes any Augmetec IPR;

**“Force Majeure”** means the occurrence of any cause or event that is beyond the reasonable control of the affected Party, provided that the affected Party is without fault in causing or failing to prevent such occurrence; and the effect of such occurrence on the affected Party could not have been circumvented by reasonable precautions or by the use of commercially reasonable alternative sources, workaround plans or other reasonable means. Force Majeure may include:

- (a) war, riot, civil commotion, terrorist attack or health pandemic;
- (b) fire, flood, or storm;
- (c) strikes, lockouts or other industrial disputes excluding any relating to or induced by the workforce of the affected Party (or, where the affected Party is Supplier, by the workforce of any subcontractor),

but, where the affected Party is Supplier, shall not include an act or omission of any subcontractor nor shall it include any subcontractor’s delay in performing or failure to perform any of its obligations under the relevant subcontract except to the extent that such delay or failure is caused by a Force Majeure event;

**“Initial Term”** shall mean the initial time period committed to by a Customer on an Order Form for Services;

**“Intellectual Property Rights”** means any intellectual property rights (whether registered or not) including any patents, trademarks, rights in inventions, design rights, registered designs, trade names, business names, database rights, domain names, semi-conductor topography rights, circuit layouts and copyrights (whether or not any of these is registered or registerable and including applications for registration of any such thing) and any and all intangible rights and privileges of a nature similar, analogous or allied to any of the above forms of protection



of a similar nature which may subsist anywhere in the world (and Intellectual Property Rights shall include moral rights in the context of infringement of any third party rights);

“**Package**” means the LEIAA package as offered to and accepted by Customer through the Order Form, to include such features and pricing as dictated in the respective Order Form;

“**Services**” shall mean the Software as ordered by Customer, any ancillary services or functionality as provided by Augmetec and as stipulated in an associated Order Form, whether on a trial or a paid basis. Services exclude any products or services offered by third parties, even if Customer has connected those products or services to the Services;

“**Software**” means the LEIAA instance and functionality as made available to you through xx.leiaa.com (where xx shall be an agreed subdomain between Augmetec and you) including any and all related additional components as either provided as part of a Package or separately ordered (or consumed) through the Order Form and documentation;

“**Term**” means the Commencement Date and shall remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Agreement;

“**Third Party IPR**” includes any Intellectual Property Rights contained in any Content provided to Augmetec or Customer by a third party (whether under licence or otherwise);

“**User Account**” means an access account for the Software created by Customer Administrator (defined below) and assigned to an Authorised User;

“**User Rights**” means the information contained in an Order Form itemising details of Customer’s permitted use of the Software;

“**Virus**” means 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.

## 2. **Services**

2.1 Subject to the terms and conditions of this Agreement, Augmetec shall make the Services available during the Term and set forth in an Order Form

2.2 Subject to the User Rights and the terms of this Agreement, Augmetec grants to you during the Term of this Agreement a limited, non-exclusive, non-transferrable, revocable subscription to use the Software (the “**Licence**”).

2.3 You may not, in any way,:

(a) modify the Software;

(b) reverse engineer, decompile or disassemble the Software;

- (c) create derivative works based on the Software (except separate work product produced by the Software as a feature or deliverable to the user);
- (d) attempt to circumvent any of the security measures or technological protection measures placed as part of the Software, its features, functionality and/or its associated provisioning, (including any physical hardware, cloud hosting applications, web applications, backups, etc).
- (e) use any form of generative, explorative or similar artificial intelligence algorithms, applications, tools or similar to measure, monitor or review the Software or extract any information from the Software;
- (f) reproduce or make any copies of the Software (in object code, source code or otherwise);
- (g) resell the Software;
- (h) use the Software for any competitive purpose (including accessing or using any part of the Software to build a product or service which competes with the Software; and/or
- (i) sub-licence the Software without the prior written consent of Augmetec

2.4 The Services may use technology and data that is licensed by Augmetec from third parties, and use of such third party technology is sublicensed (as appropriate) under relevant authority to you hereunder in connection with your receipt of the Services.

2.5 You hereby acknowledge and agree that as the Software:

- (a) may contain bugs, errors and/or other defects which may affect the performance of the fundamental software and/or any of its additional features and functionality;
- (b) may contain errors, design flaws or other issues;
- (c) may result in unexpected results generated from the Software functionality; and
- (d) is subject to continuous development and as such the functionality (including the user interface, user experience and fundamental features of the Software) may vary.

2.6 Subject to Augmetec's inbuilt backup and disaster recovery procedures, you are responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of your use of the Software. The responsibility of lost and corrupted data extends only to information which is subjected to the Software and does not include any other information on the User device.

### **3. Service Provision**

3.1 We shall, during the Term, provide the Services to you and make available any reasonable associated documentation on and subject to the terms of this Agreement and shall provide the Services and other services (as described in this Agreement) to you with reasonable care and skill.

3.2 We shall use commercially reasonable endeavours to make the Software available to you twenty four (24) hours a day, seven (7) days a week during the Term, except for:

- (a) planned maintenance carried out, for which we shall (for periods of maintenance lasting more than thirty (30) minutes) use reasonable endeavours to provide you with at least five (5) calendar days' advance notice of the date and time of such maintenance; and
- (b) unscheduled, emergency maintenance performed on the Software provided that we have used reasonable endeavours to provide you with as much notice as reasonably practicable in the circumstances.

3.3 We may, from time to time during the Term, release periodic updates or modifications to the Software which may include modifications to the user interface, user experience, and underlying platform features. The Software will automatically update, and we shall use reasonable endeavours to provide you with advance notice of the timing of a software update.

#### **4. Connecting to Third-Party Services**

4.1 Customer may wish to connect third-party services to the Services (e.g., connecting LEIAA to Customer's single-sign-on service to verify 2FA status of Customer's employees). When Customer uses a third-party service to connect with LEIAA, logs into the Services through a third-party authentication service, or otherwise provides Augmetec with access to information from a third-party service. Augmetec may obtain other information, including Personal Data, from those third parties (which, for the avoidance of doubt, does not include any Customer Content) and combine that data based on Augmetec's legitimate interest in providing Customer with functionality that supports the Services. Any access that Augmetec may receive to such information from a third-party service is always in accordance with the features and functionality, particularly as to authorization, of that service. By authorizing LEIAA to connect with a third-party service, Customer authorizes Augmetec to access and store any information provided to Augmetec by that third-party service, and to use and disclose that information in accordance with this Agreement.

#### **5. Reporting and Feedback**

5.1 You will be assigned a Customer Experience Manager ("**CXM**"), who will arrange periodic meetings with you at a time that is mutually convenient with you to receive feedback on the Software at a time that is convenient and suitable for the Customer and CXM ("**Hangouts**").

5.2 The Software produces its own error reports and diagnostic files, which does not contain any personal / confidential / privileged data. By using the Software, you agree that we may access and review such files for business improvement purposes only.

#### **6. Confidentiality**

6.1 You acknowledge that the Software, associated materials and discussions contain highly confidential information and mission critical trade secrets of Augmetec and its licensors. You shall during the Term and for five (5) years after termination of this Agreement:

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way except for the obligations under this Agreement;

- (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement;
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the obligations under this Agreement. Any such copies, reductions to writing and records shall be the property of Augmetec (excluding any Customer Confidential Information); and
- (e) not use, reproduce, transform or store the Confidential Information on a publicly accessible computer or storage device (except for shared cloud storage devices with reasonable security measures in place permitting access to the Confidential Information to authorised personnel only);

## 6.2 Mandatory Disclosure

- (a) Subject to the provisions of this Clause, you may disclose Confidential Information to the minimum extent required by:
  - (i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
  - (ii) the rules of any listing authority or stock exchange on which its shares are listed or traded; or
  - (iii) the laws or regulations of any country to which its affairs are subject.
- (b) Before you disclose any Confidential Information pursuant to this sub-clause, you shall, to the extent permitted by law, give Augmetec as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with sub-clause, you shall take into account Augmetec's requests in relation to the content of this disclosure.
- (c) If you are unable to inform Augmetec before Confidential Information is disclosed pursuant to this sub-clause you shall, to the extent permitted by law, inform Augmetec of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

## 6.3 If so requested by Augmetec at any time by notice in writing, you shall promptly:

- (a) destroy or return to Augmetec all documents and materials (and any copies) containing, reflecting, incorporating or based on Augmetec Confidential Information;
- (b) erase all the Augmetec Confidential Information from your computer and communications systems and devices used by you, or which is stored in electronic form; and
- (c) to the extent technically and legally practicable, erase all the Augmetec Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and



- (d) if requested, certify in writing to Augmetec that you have complied with the requirements of this Clause.

Nothing in Clause shall require you to return or destroy any documents and materials containing or based on the Confidential Information that you are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which you are subject. The provisions of this agreement shall continue to apply to any documents and materials retained by you pursuant to this Clause.

- 6.4 You acknowledge that damages will not be an adequate remedy in the event of a breach of this Clause 6 and that Augmetec will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.

## 7. Customer Obligations

### 7.1 Access Credentials

- 7.1.1 Customer shall appoint an authorised representative to act as an administrator of the Services, who shall be granted overall administrator permissions ("**Customer Administrator**").

- 7.1.2 Each Authorised User shall be assigned their own User Account to the Software and access credentials by Customer Administrator ("**User Credentials**"). Each Authorised User shall keep a secure password for their User Account, which shall be kept confidential. User Credentials may not be used by more than the single named Authorised User for such account, although User Accounts may be re-provisioned and re-allocated to a separate Authorised User (in which case the prior Authorised User shall no longer have any right to access or use the Software). Customer is responsible for all use and misuse of its Authorised Users and references to Customer herein will be deemed to apply to Authorised Users as necessary and applicable. Customer agrees to promptly notify Augmetec of any unauthorised access or use of which Customer becomes aware or reasonably suspects.

### 7.2 Virus Prevention

- 7.2.1 Customer shall not wilfully and knowingly access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property.

### 7.3 Unauthorised access



7.3.1 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 Augmetec).

## **8. Intellectual Property Rights**

8.1 Augmetec retains all Intellectual Property Rights in the Augmetec IPR and Background IP and any additional material provided to you as part of the provision of Services or relating to Augmetec, its business, processes, plans, software, marketing materials and other information relevant to its business operations (including, for the avoidance of doubt, any preliminary or preview material relating to LEIAA future releases, features, functionality, user experience or other).

8.2 You hereby acknowledge that upon the creation and submission of feedback to us, you shall assign to Augmetec full legal and beneficial ownership of all such Intellectual Property Rights contained in the feedback (in whichever form) which may otherwise vest in you or your contractors or employees or agents on creation with full title guarantee. To the extent such assignment is not effective, you shall hold all such Intellectual Property Rights referred to in this Clause on trust for the benefit of Augmetec and shall assign legal title to Augmetec with full title guarantee promptly upon Augmetec's request, or, if ownership of such Intellectual Property Rights cannot be assigned to or held on trust for Augmetec, you hereby automatically grant to Augmetec an exclusive, worldwide, perpetual, irrevocable, royalty free and transferable licence to use that feedback in any way we deem appropriate as if Augmetec were the full legal and beneficial owner of such Intellectual Property Rights including, but not limited to:

- (a) the use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the feedback; and
- (b) the creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the feedback.

Our use of the feedback shall not bestow any rights or interests upon you whatsoever.

8.3 You shall retain full right, title and interest to any Customer Content. You hereby grant to us, our licensors and our third party service providers (as required) a non-exclusive, royalty-free, sub-licensable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling your use of the Software. Without your consent, Augmetec will not access, use, or disclose Customer Content except as reasonably necessary to support your use of the Software, respond to your requests for Customer support, or for any other purpose authorised by you in writing.

8.4 Notwithstanding anything to the contrary, we may monitor, collect and use data regarding the use and performance of the Software and you agree that we may use such information (provided that such information does not include any information which could identify you or your customers or that which is confidential and / or privileged in nature), for which such Intellectual Property Rights shall vest in Augmetec.

## **9. Warranties and Indemnities**

9.1 Augmetec warrants to you that: i) except under the licence granted in this Agreement, you shall not require any additional licences (paid or otherwise) to use the Software (except for

relevant internal licences required to operate the Compliant Devices, web browsers and other third party software which you may in your sole discretion use in conjunction with the Software); and 2) your possession and/or use of the Software will not give rise to any claim for infringement of any rights (including any Intellectual Property Rights) of any third party.

- 9.2 Augmetec shall indemnify you against all direct damages (including, without limitation, court costs and reasonable legal fees), costs or expenses incurred by or awarded against you (by a competent authority) arising from any claim of infringement or alleged infringement of any Intellectual Property Rights of any third party in connection with the use of the Software (with the exception of any materials solely to the extent originating from you or your employees). You shall promptly notify Augmetec in writing of any claim made against you that would or would be likely to fall within the scope of the indemnity offered in this Clause (a “**Third Party Infringement Claim**”) and shall not make any admission to such third party claimant relating to the Third Party IPR Infringement Claim.
- (a) Augmetec will have the sole right to defend and conduct all negotiations and proceedings regarding any Third Party IPR Infringement Claim and you will provide Augmetec with such reasonable assistance required by Augmetec regarding the defence, conduct or settlement of each Third Party IPR Infringement Claim. Augmetec shall consider and may defend any Third Party IPR Infringement Claim diligently using competent counsel, in such a way as it sees fit, and may settle or compromise any Infringement Claim without your prior written consent.
- 9.3 In the defence or settlement of any claim made under 9.2 and at Augmetec’s sole discretion, Augmetec may procure the right for Customer to continue to use the relevant item which is subject to the Third Party Infringement Claim, or to replace or modify the relevant item with non-infringing substitutes provided that:
- (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (b) the replaced or modified item does not have an adverse effect on the Software;
- (c) there is no additional cost to Customer; and
- (d) the terms of the Agreement shall apply to the replaced item or modified item.
- 9.4 Customer’s sole and exclusive remedy and Augmetec’s entire obligations and liability in respect of any Third Party Infringement Claim shall be limited to those options as contained in Clauses 9.2 or 9.3 above. Augmetec’s indemnity obligations as provided under this sub-clause 9 shall not apply if such Third Party IPR Infringement Claim arises by result of: your modification or combination of the Software with any third party hardware, software or other materials where such combination alone directly results in infringement; your use of the Software in a manner contrary to instructions provided to you by Augmetec; your continued use of the Software after notice of the alleged or actual infringement by Augmetec or any appropriate authority; your use or deployment of the Software for any unlawful purposes; or through your breach of this Agreement.
- 9.5 You shall indemnify Augmetec in full against any liability, damages, loss, claims, expenses, proceedings or costs (including, without limitation, court costs and reasonable legal fees) which arises out of:
- (a) your use of the Software (“**Customer Use Indemnity**”); and/or

- (b) arising from any claim of infringement or alleged infringement of Customer IPR in connection with our possession, processing, use or other handling of such Customer IPR (a “**Customer IPR Infringement Claim**”).

In such circumstances, we shall promptly notify you in writing of any claim made against us that would or would be likely to fall within the scope of the indemnity offered in this Clause and shall not make any admission to such third party claimant relating to the Customer IPR Infringement Claim. You will have the sole right to defend and conduct all negotiations and proceedings regarding any Customer IPR Infringement Claim and we will provide you with such reasonable assistance required by you (at your cost) regarding the defence, conduct or settlement of each Customer IPR Infringement Claim.

## 10. Limitation of liability

- 10.1 The Software is provided on an “as is” basis and you agree to assume all liability associated therewith, and will hold Augmetec (and its directors, employees, agents, consultants, advisors, developers, or other service providers) harmless from and against any and all damages relating to the purchase, installation (if at all) and use of (or inability to use) the Software. Although the instance of the Software allocated to the Company (and its authorised affiliates) will be held on separate, dedicated infrastructure, you acknowledge that use of the Software may lead to loss of data uploaded to the Software, and any reliance on the Software is at your own risk.
- 10.2 Except as expressly and specifically provided for in this agreement, you assume sole responsibility for results obtained from the use of the Software, and for conclusions drawn from such use. Augmetec shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Augmetec by the Customer in connection with the Software, or any actions taken by Augmetec at the Customer’s direction.
- 10.3 The limits of liability set out in this Clause shall not apply for the following categories of losses:
- (a) loss or liability arising from death or personal injury;
  - (b) liability arising from fraud or fraudulent misrepresentation;
  - (c) loss or liability arising from wilful default or wilful misconduct;
  - (d) loss or liability arising from indemnities given under Clause 9.5
- 10.4 Subject to Clauses 10.1, 10.2 and 10.3 of this Agreement:
- (a) to the maximum extent permitted by law, in no event shall Augmetec be liable for any incidental, special, indirect or consequential damages whatsoever including, without limitation, damages for loss of profits, loss of savings, loss of data, business interruption or any other commercial damages or losses, loss of privilege, loss of confidentiality or equivalent, arising out of or related to your use of (or inability to use) the Software, even if either Party has been advised of the possibility of such damages; and
  - (b) Subject to Clause 10.4(c) Augmetec’s total aggregate liability to Customer shall not exceed the lesser of: (i) the total of 100% of the total subscription fees paid to Augmetec in a Contract Year; or (ii) \$20,000.

- (c) Augmetec's total aggregate liability to Customer in respect of Augmetec's intellectual property rights indemnity obligations contained in Clause 9.2 shall not exceed the lesser of: (i) the total of 200% of the total subscription fees paid to Augmetec in a Contract Year; or (ii) \$50,000

## 11. Data Protection

- 11.1 When participating in the Services you may be required to provide certain personal information including, but not limited to, your name, email address and postal address. Under certain circumstances we may also obtain details about your computer's system configuration and its IP and MAC addresses. Further, we may act as a data controller or data processor in relation to certain data received as part of your use of the platform.
- 11.2 Any data collected by us will be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of UK data protection law (including, but not limited to, the UK GDPR, Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003).
- 11.3 All data collected and held by us will be governed by our Data Processing Addendum appended herein as **Appendix 1**, and our Privacy Policy, available on request.

## 12. Mutual representations

- 12.1 Each party warrants and represents that:
- (a) it is duly incorporated in good standing in the jurisdiction of its incorporation, is qualified to conduct business in such jurisdiction and/or under its obligations under this Agreement;
  - (b) it has secured (or will secure according to its obligations hereunder) all necessary licences, permits, regulatory approvals or registrations required to perform its duties under this Agreement;
  - (c) it is not subject to any actual, pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder;
  - (d) it is not involved in any bankruptcy, liquidation or winding up proceedings, whether compulsory or voluntary, and that the obligations entered into hereunder are not beyond the scope of its Articles of Incorporation, bylaws, Memorandum and Articles of Association, or other documents; and
  - (e) it is duly authorised to enter into this Agreement.

## 13. Termination

- 13.1 Your participation in and receipt of the Services and the licence to the Software granted to you shall expire at the end of the Term.
- 13.2 Augmetec reserves the right to terminate your enrolment in the Services prior to the end of the Term if you commit a material breach of the terms of this Agreement or if the Term is varied by us.

13.3 On termination of this Agreement for any reason, subject to not breaching, anticipating to breach or having breached) any other terms of this Agreement, you will have the option to either cease using Software entirely (and all licences granted under this Agreement shall immediately terminate), or transfer the Software account created for you to a commercial version of LEIAA under separate terms, conditions and associated charges depending on the price plan chosen and agreement between the Parties.

13.4 Upon mutual agreement of the parties, Augmetec may use commercial endeavours to collate and provide a copy of the most recent back-up of Customer Content and Customer Data;

#### 14. Force Majeure

14.1 If either Party is prevented, hindered or delayed from performance of any of its obligations under this Agreement by Force Majeure, that Party (the "**Claiming Party**") shall as soon as reasonably possible serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

14.2 The Claiming Party shall have no liability in respect of any delay in performance or any non-performance of any such obligation (and the time for performance shall be extended accordingly) to the extent that the delay or non-performance is due to Force Majeure provided that:

- (a) the Claiming Party has served notice in accordance with this Agreement;
- (b) the Claiming Party has taken reasonable steps (without being obliged to incur any expenditure or cost) to:
  - (i) mitigate the effect of the Force Majeure; and
  - (ii) to carry out its obligations under this Agreement in any other way that is practicable.

14.3 If either Party is prevented from performing substantially all of its obligations by reason of Force Majeure for a continuous or aggregate period of more than 3 (three) months, the other Party may terminate this Agreement forthwith on service of written notice on the Party so prevented.

#### 15. General

15.1 **Exclusion of terms.** Save as expressly provided herein, this Agreement shall operate to the entire exclusion of any heads of terms, memoranda or other agreement or understanding of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement.

15.2 **Entire agreement.** This Agreement constitutes the entire agreement and understanding between the Parties relating to the transactions contemplated by or in connection with this Agreement and the other matters referred to in this Agreement and supersedes any other agreement or understanding (written or oral) between the Parties or any of them relating to the same. Each Party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other Party or any other person except as expressly set out in this Agreement in respect of which its sole remedy shall be for breach of contract. Nothing in this Clause, however, shall operate or be



construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.

- 15.3 Variations to contract.** No variation of this Agreement shall be effective unless it is agreed in writing and signed by, or by a duly authorised representative for and on behalf of, each of Customer and Augmetec. The Parties shall conduct all discussions relating to any proposed change to this Agreement in good faith. You shall not unreasonably withhold or delay consent to any proposed change which Augmetec proposes.
- 15.4 Assignment.** You may not, without prior written consent of Augmetec (not to be unreasonably withheld or delayed), assign any of your rights or transfer any of your liabilities or obligations under this Agreement to any third party.
- 15.5 No agency or partnership.** Nothing in this Agreement shall be deemed at law to constitute a partnership relationship between the Parties and neither of them shall have any authority to bind the other save for as provided in this Agreement.
- 15.6 Further assurance.** At any time, each of the Parties shall, at the request of any other Party, execute or cause to be executed all documents and do or cause to be done all further acts and things as that other Party may reasonably require to give full effect to the terms of this Agreement.
- 15.7 Severability.** If any Clause or part thereof shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Clause or part thereof all of which shall remain in full force and effect.
- 15.8 Publicity.** Augmetec may use your name or logo or refer to the fact that you are a customer or client of Augmetec in marketing materials or other business purposes (which may include (but not limited to) publication on paper or digital media, websites, social media, information decks, investor materials, online profiles or otherwise); however Augmetec shall not make any press announcement or public statement in relation to the fact that you are a customer or client of Augmetec without your prior written consent, which shall not be unreasonably withheld or delayed. You agree that you shall not, without the prior written consent of Augmetec, publicize the existence of the Services.
- 15.9 Contracts (Rights of Third Parties) Act 1999.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The Parties may by agreement rescind or vary this Agreement or any of their provisions without the consent of any other person.
- 15.10 Export Compliance.** The Services and other software or components of the Services that Augmetec may provide or make available to Customer may be subject to U.K., EU or U.S. export control and economic sanctions laws as administered and enforced by the appropriate authorities. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Services. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”) and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any US, UK or EU government list of persons or entities prohibited from receiving US, UK or EU exports, or transacting with any US, UK or EU person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction;

(c) it will not permit any individuals under its control to access or use the Services in violation of any applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the countries in which it and Authorized Users are located.

- 15.11 Anti-Bribery and Corruption.** Customer agrees that it is in compliance with its appropriate anti-bribery, anti-money laundering and anti-corruption policies, procedures and other regulations as is applicable to Customer under applicable law. Customer further warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Augmetec's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Augmetec.
- 15.12 Costs.** Each Party shall pay its own costs of, and any incidental costs incurred towards, the preparation, execution and carrying into effect of this Agreement.
- 15.13 Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 15.14 Governing law and jurisdiction.** This Agreement and any non-contractual obligations arising out of the relationship between the Parties shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.





**THIS AGREEMENT** has been entered into by the Parties to it on the date written at its head.

**SIGNED** for and on behalf of **Augmetec**

Signature

Print name

Title

**SIGNED** for and on behalf of **Customer**

Signature

Print name

Title



## Appendix 1: Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is effective as of the Effective Date and is incorporated into the MSA between Customer and Augmetec dated the same date as the MSA, and reflects the parties' agreement with regard to the processing of Data (as defined below). This Addendum consists of the main body this Addendum and its Annexes.

### 1. Definitions

1.1 Terms that have been defined in the Agreement for the provision of the Services, to which this Addendum is scheduled, have the same meaning when used in this Addendum.

1.2 In this Addendum, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- (a) "**controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in EU/UK Data Protection Law;
- (b) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law;
- (c) "**EU/UK Data Protection Law**" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**EU GDPR**"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time;
- (d) "**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018;
- (e) "**Services**" means the provision of the Software to the Customer, the conduct of other services provided under an Order Form and the continuous development of LEIAA (including the development of future functions, features, tools, algorithms, models, interfaces etc); and
- (f) "**Standard Contractual Clauses**" means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**").

## 2. Processing of Data

- 2.1 Relationship of the parties: Customer instructs Augmetec to process the personal data that is the subject of the Agreement and as further described in Annex I (the "**Data**") on its behalf. In respect of such processing, Customer shall be the controller and Augmetec shall be a processor. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- 2.2 Term and termination: The term of this Addendum, including its Annexes, corresponds with the term of the Agreement. This Addendum, including its Annexes, will terminate simultaneously and automatically with the termination or expiry of the Agreement.
- 2.3 Purpose limitation: Augmetec shall process the Data as necessary to perform its obligations under the Agreement, including for the purposes described in Annex I and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"), except where otherwise required by law(s) that are not incompatible with Applicable Data Protection Law. In no event shall Augmetec process the Data for its own purposes or those of any third party. Augmetec shall immediately inform Customer if it becomes aware that such processing instructions infringe Applicable Data Protection Law.
- 2.4 Restricted transfers: The parties agree that when the transfer of Data from Augmetec to Customer is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses as follows:
- (a) in relation to Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:
    - (i) Module Four will apply;
    - (ii) in Clause 7, the optional docking clause will apply;
    - (iii) in Clause 11, the optional language will not apply;
    - (iv) in Clause 17, the EU SCCs will be governed by the same law as set out in the main body of the Agreement;
    - (v) in Clause 18(b), disputes shall be resolved before the courts referred to in Clause 14 of the main body of the Agreement;
    - (vi) Part A Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this Addendum; and
    - (vii) Part B Annex I of the EU SCCs shall be deemed completed with the information set out in Annex II to this Addendum.
  - (b) in relation to Data that is protected by the UK GDPR, the UK Addendum will apply completed as follows:
    - (i) The EU SCCs, completed as set out above in clause 2.4(a) of this Agreement shall also apply to transfers of such Data, subject to sub-clause (ii) below;
    - (ii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from the EU SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of this Addendum.

- (c) in the event that any provision of the Agreement or this Addendum contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 2.5 Onward transfers: Augmetec shall not participate in (nor permit any subprocessor to participate in) any other Restricted Transfers of Data (whether as an exporter or an importer of the Data) unless the Restricted Transfer is made in full compliance with Applicable Data Protection Law.
- 2.6 Confidentiality of processing: Augmetec shall ensure that any person that it authorises to process the Data (including Augmetec's staff, agents and subprocessors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. Augmetec shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.
- 2.7 Security: Augmetec shall implement appropriate technical and organisational measures to protect the Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures may include, as appropriate:
- (a) the pseudonymisation and 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;
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.]
- 2.8 At a minimum, such measures shall include the measures identified in Annex II.
- 2.9 Subprocessing: Augmetec shall not subcontract any processing of the Data to a third party subprocessor without the prior written consent of Customer. Notwithstanding this, Customer consents to Augmetec engaging third party subprocessors to process the Data provided that: (i) Augmetec provides at least 30 days' prior notice of the addition or removal of any subprocessor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal at the following URL: <https://trust.augmetec.com>; (ii) Augmetec imposes data protection terms on any subprocessor it appoints that protect the Data, in substance, to the same standard provided for by this Clause and grant Customer, as a third party beneficiary, the right to terminate the subcontract and to instruct the subprocessor to erase or return the Data in the event that Augmetec has factually disappeared, ceased to exist in law or has become insolvent; and (iii) Augmetec remains fully liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. A list of approved subprocessors as at the date of the Agreement is attached at Annex III, and Augmetec shall maintain and provide updated copies of this list to Customer when it adds or removes subprocessors in accordance with this Clause. If Customer refuses to consent to Augmetec's appointment of a third party subprocessor on reasonable grounds relating to the protection of the Data, then either Augmetec will not appoint the subprocessor or Customer may elect to suspend or terminate this Addendum without penalty.
- 2.10 Cooperation and data subjects' rights: Augmetec shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to Customer) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction,

objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Augmetec, Augmetec shall promptly inform Customer providing full details of the same.

- 2.11 End User Consent: Customer acknowledges that Augmetec is not required to verify whether Customer has duly provided any prior information or notification to its employees, agents, directors, consultants or other end users. Where required by Applicable Data Protection Law, Customer will ensure that it has duly obtained (or will duly obtain) any required consent and complies with all applicable requirements under Applicable Data Protection Law with respect to the Data disclosed to and processed by Augmetec under this Addendum, and Customer shall bear all liability in such circumstances.
- 2.12 Data Protection Impact Assessment: If Augmetec believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Customer and Augmetec shall provide Customer with all such reasonable and timely assistance as Customer may require in order to enable it conduct a data protection impact assessment in accordance with Applicable Data Protection Law including, if necessary, to assist Customer to consult with its relevant data protection authority.
- 2.13 Security incidents: Upon becoming aware of a Security Incident, Augmetec shall inform Customer without undue delay (and, in any event, within 72 hours) and shall provide all such timely information and cooperation as Customer may require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Augmetec shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all developments in connection with the Security Incident.
- 2.14 Storage, deletion or return of Data: Augmetec shall retain Data as required to perform its obligations under the Agreement. Upon termination or expiry of the Agreement, Augmetec shall (upon Customer's written instruction) destroy or make available for retrieval to Customer all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Augmetec is required by any applicable law to retain some or all of the Data, or in the event in which event Augmetec shall isolate and protect the Data from any further processing except to the extent required by such law until deletion is possible.
- 2.15 Audit: Upon reasonable prior notice and during normal business hours, Augmetec shall permit Customer or its appointed independent, third party auditors to audit Augmetec's compliance with this Clause, and shall make available to Customer all information, systems and staff reasonably necessary for Customer or its third party auditors to conduct such audit. Customer agrees that it will take all reasonable measures to prevent unnecessary disruption to Augmetec's operations and will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Customer strongly believes a further audit is necessary due to a Security Incident suffered by Augmetec. Augmetec shall also respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right more than once per year. Augmetec may charge a fee (based on Augmetec's reasonable costs, including any costs incurred by Augmetec as a result of its subprocessors) for any audit under this Clause. Augmetec will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.
- 2.16 General: Any claims brought under this Addendum shall be subject to the terms and conditions as stipulated in the Agreement. In the event of a conflict between the Agreement and this Addendum, the provisions of this Addendum shall prevail.

2.17 Governing law: This DPA shall be governed by the laws of same jurisdiction as agreed in the Agreement.



## Annex I

### Data Processing Description

This Annex I forms part of the Agreement and describes the processing that the processor will perform on behalf of the controller.

#### A. LIST OF PARTIES

##### Controller(s) / Data importer(s):

1.	Name:	Customer, as defined in this Agreement.
	Address:	As set out in the Agreement.
	Contact person's name, position and contact details:	[ ]
	Activities relevant to the data transferred under these Clauses:	i. The provision of the Services by Augmetec to the Customer. ii. Compliance with legal obligations under applicable law. iii. Development and enhancement of the Services
	Signature and date:	This Annex I shall be deemed executed upon the execution of the Agreement.
	Role (controller/processor):	Controller.

##### Processor(s) / Data exporter(s):

1.	Name:	Augmetec, as defined in this Addendum.
	Address:	As set out in the Agreement.
	Contact person's name, position and contact details:	Kritin Sundaram, Founder

		+44 203 833 0090 privacy@augmetec.com
	Activities relevant to the data transferred under these Clauses:	<p>i. The provision of the Services by Augmetec to the Customer.</p> <p>ii. Compliance with legal obligations under applicable law.</p> <p>iii. Development and enhancement of the Services, including the receipt of feedback, the research and development of additional features, interfaces, algorithms, models, reporting.</p> <p>iv. Usage analysis and analytical modelling of the Services</p>
	Signature and date:	This Annex I shall be deemed executed upon the execution of the Agreement.
	Role (controller/processor):	Processor.

**B. DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred:	The categories are primarily designated by the Data Controller, based on how it chooses to use the Services, and may include, without limitation, any individuals whose Personal Data is uploaded to the Services which will typically include subjects of matters conducted by the Data Controller through the Services;
Categories of personal data transferred:	<p>The relevant categories of personal data typically include:</p> <ul style="list-style-type: none"> <li>- Identification details contained in the documents submitted by the Data Controller for fraud detection checks, e.g. passport or other governmental identity document, driver's licence, invoice contact details, expense receipts etc;</li> <li>- Contact information, e.g. gender, address, telephone number, email address, etc;</li> <li>- Financial payment data (which may include credit card details, bank account details);</li> <li>- Personal data contained in emails sent or received by data subjects, in corporate and</li> </ul>

	<p>personal ephemeral messaging applications (including Microsoft Teams, Slack, WhatsApp, Telegram, Amazon Chime, Google Meet, etc)</p> <ul style="list-style-type: none"> <li>- Personal data contained in contracts, documents, invoices and other corporate documents reviewed, analysed and/or uploaded by Data Controller as part of the Services</li> </ul> <p>The exact scope of personal data processed will always depend on the specific Service then available and used by the Data Controller and the functionality of the Services that the Data Controller decides to implement and utilise.</p>
<p>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:</p>	<p>No "sensitive" or "special categories" of Personal Data (as these terms are defined under Applicable Data Protection Law) are expected. Customer may, at its sole discretion, opt to share such Data while using the Services. Customer is solely responsible for informing Augmetec in such cases, and for obtaining any lawful consent and for providing disclosure to Data Subjects, as applicable.</p>
<p>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):</p>	<p>Continuous for the duration of the Agreement</p>
<p>Nature of the processing:</p>	<p>Subject matter and nature of the processing of Personal Data is set out in the Master Agreement</p> <p>The nature of the processing may include any operation that the Data Processor may perform on Personal Data or on sets of Personal Data when providing Services, which may include collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, analysis, disclosure by transmission or otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means).</p>
<p>Purpose(s) of the data transfer and further processing:</p>	<p>Processing by Augmetec for the provision of Services to the Customer pursuant to the Agreement.</p>

<p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:</p>	<p>For the duration of the Agreement and in accordance with clause 2.14 of this Addendum</p>
<p>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:</p>	<p>Subject matter and nature of the processing of Personal Data is set out in the Master Agreement</p> <p>The nature of the processing may include any operation that the Data Processor may perform on Personal Data or on sets of Personal Data when providing Services, which may include collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, analysis, disclosure by transmission or otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means).</p>

## Annex II

### Technical and Organisational Security Measures

Data Processor shall implement a current Data protection programme to ensure an appropriate level of security of such Data, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

<p>Measures of pseudonymisation and encryption of personal data</p>	<p>The databases that store Data are encrypted using the Advanced Encryption Standard algorithm (AES-256). This is conducted at both a Storage System level as well as a Storage Device level. Any backups are further encrypted using their own Data Encryption Keys, in addition to the encryption layers already implemented.</p> <p>Data is encrypted in transit using advanced HTTPS TLS v1.2 or greater on every login interface, using industry standard algorithms and certificates.</p>
<p>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</p>	<p><b>Confidentiality</b></p> <ul style="list-style-type: none"><li>• Virtual Private Network (VPN)</li><li>• Multi-Factor Authentication (MFA)</li><li>• Differentiated rights system based on security groups and access control lists.</li><li>• Secure transmission of credentials using TLS 1.2 (or greater)</li><li>• Passwords require a defined minimum complexity. Initial passwords must be changed after the first login.</li><li>• Automatic account locking and idle logout</li><li>• Guidelines for handling of passwords</li><li>• Access controls to infrastructure that is hosted by cloud service provider</li><li>• Access right management including authorization concept, implementation of access restrictions, implementation of the</li></ul>

	<p>""need-to-know"" principle, managing of individual access rights.</p> <ul style="list-style-type: none"> <li>• Training and confidentiality agreements for internal staff and external staff</li> <li>• Network separation (DMZ)</li> <li>• Restrict access to Personal Data to the parties involved in the processing in accordance with the “need to know” principle and according to the function behind the creation of differentiated access profiles.</li> </ul> <p><b>Integrity</b></p> <ul style="list-style-type: none"> <li>• Secure network interconnections ensured by firewalls etc.</li> <li>• Logging of transmissions of data from IT system that stores or processes Personal Data Logging authentication and monitored logical system access</li> <li>• Logging of data access including, but not limited to access, modification, entry and deletion of data</li> <li>• Documentation of data entry rights and logging security related entries</li> <li>• Web Application Firewall (WAF)</li> </ul> <p><b>Availability</b></p> <ul style="list-style-type: none"> <li>• Protection of stored backup media</li> </ul>
<p>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</p>	<ul style="list-style-type: none"> <li>• Continuity Planning and Disaster Recovery Plan</li> <li>• Disaster recovery processes to restore data and Processes, including the performance of regular backups of Data (hosted on Google Cloud data centre infrastructure). Backup data is encrypted in transit and at rest using the Advanced Encryption Standard.</li> <li>• Capacity management measures to monitor resource consumption of systems as well as planning of future resource requirements.</li> </ul>

	<ul style="list-style-type: none"> <li>• Procedures for handling and reporting incidents (incident management) including the detection and reaction to possible security incidents.</li> </ul>
<p>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</p>	<ul style="list-style-type: none"> <li>• Risk-based assessment security programme, including administrative, organisational, technical and physical safeguards reasonably designed to protect the Services and confidentiality, integrity and availability of data. This includes: <ul style="list-style-type: none"> <li>• Testing of emergency equipment</li> <li>• Internal and external audits</li> <li>• Security checks (e.g. penetration tests) with any threats and vulnerabilities prioritised, triaged and remediated promptly</li> <li>• Responsible Disclosure program</li> <li>• Regular benchmarking and testing with industry standards, e.g. ISO27001, SANS Top 20 Controls for Internet Security, NIST guidelines, etc. on certain systems</li> </ul> </li> </ul>
<p>Measures for user identification and authorisation</p>	<ul style="list-style-type: none"> <li>• Secure network interconnections ensured by MFA, firewalls etc.</li> <li>• Logging of transmissions of data from IT system that stores or processes Personal Data</li> <li>• Logging authentication and monitored system access</li> <li>• Access to data necessary for the performance of the particular task is ensured within the systems and applications by a corresponding role and authorization concept in accordance to the “need-to-know” principle.</li> <li>• Web Application Firewall (WAF)</li> <li>• Strong password control (for example, 8 character minimum to include lower case, upper case and special characters.</li> </ul>
<p>Measures for the protection of data during transmission</p>	<p>HTTPS encryption for data in transit using TLS 1.2 or greater.</p>



<p>Measures for the protection of data during storage</p>	<p>Encryption of data at rest using AES-256 where practicable. System inputs are recorded via log files, with access control lists and multi-factor authentication.</p> <p>Strong enterprise-grade WAF.</p> <p>Services are hosted on the Google Cloud Platform, with strong security and environmental controls of Google built in and with constant encryption.</p> <p>Customer data is separated on their own instances and access is only available to authorised users, with strong segregation procedures in place. These prevent other customers from having access to Customer data.</p>
<p>Measures for ensuring physical security of locations at which personal data are processed</p>	<ul style="list-style-type: none"> <li>• Subdivision of the facility into individual zones with different access authorizations;</li> <li>• Physical access protection (e.g. steel doors, windowless rooms or secured windows);</li> <li>• Electronic access control system to protect security areas;</li> <li>• Monitoring of the facility by security services and access logging to the facility;</li> <li>• Video surveillance of all security-relevant security areas, such as entrances, emergency exits and server rooms;</li> <li>• Central assignment and revocation of access authorisations;</li> <li>• Identification of all visitors by verification of their identity card and registration (a log of visitors is kept);</li> <li>• Mandatory identification within the security areas for all employees and visitors;</li> <li>• Universal power supply (UPS) for data centres and server rooms</li> <li>• Visitors must be accompanied by employees at all times.</li> </ul>

<p>Measures for ensuring system configuration, including default configuration</p>	<p>Baseline configuration identification, configuration change management and mobile device management.</p>
<p>Measures for internal IT and IT security governance and management</p>	<p>Information governance committee / Information Security Management System (ISMS) group to oversee security measures and set strategic approach</p> <ul style="list-style-type: none"> <li>• Dedicated and identified person to oversee the company's information security and compliance program</li> <li>• Information and network security staff holding security certifications</li> </ul>
<p>Measures for ensuring data minimisation</p>	<p>Use of techniques such as self-service, limiting free text fields, use of drop down options to limit the amount of Personal Data processed</p>
<p>Measures for ensuring data quality</p>	<p>Process for the exercise of data protection rights (right to amend and update information)</p> <p>Restrict access to Personal Data to the parties involved in the processing in accordance with the “need to know” principle and according to the function behind the creation of differentiated access profiles.</p> <p>Use of self-service functionality to allow end-users to update and amend their own Personal Data</p> <p>Conduct routine audits of data to ensure relevance and accuracy</p>
<p>Measures for ensuring limited data retention</p>	<p>Published policies in place that provide guidance on data retention and limiting how long they should be kept accessible</p>
<p>Measures for ensuring accountability</p>	<ul style="list-style-type: none"> <li>• Implement “privacy by design” review and data protection risk evaluation workstreams into product development life cycle where necessary</li> <li>• Assign responsibility to individuals and teams as necessary to promote end-user privacy and ensure applicable requirements</li> </ul>

	<p>are completed (for example, end-user notices and consents, data protection impact assessments, etc.)</p> <ul style="list-style-type: none"> <li>• Employees are required to complete privacy awareness training.</li> </ul>
<p>Measures for allowing data portability and ensuring erasure</p>	<p>Documented processes in relation to the exercise by users of their privacy rights (e.g. right of erasure or right to data portability)</p> <ul style="list-style-type: none"> <li>• Use of open formats such as CSV, XML or JSON.</li> </ul>