

ESCHER SOFTWARE AS A SERVICE (SAAS) STANDARD TERMS

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER (THE "CUSTOMER") AND ESCHER LEGAL ENTITY (THE "COMPANY") IDENTIFIED IN THE RELEVANT COVER PAGE, ORDER FORM AND/OR SOW. ANY PROVISION OF THE SERVICES BY THE COMPANY WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY THE COMPANY.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meaning set forth below:

"Affiliate" means, with respect to any legally recognisable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

"Agreement" means the agreement between the Customer and the Company which contains (i) the applicable Order Form; (ii) this Standard Terms; and (iii) any applicable Statement of Work.

"Beta Service" means a product, service or functionality provided by the Company that may be made available to the Customer to try at the Customer's option at no additional charge, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, trial, or by a similar description.

"Confidential Information" means confidential or commercially sensitive information relating to a party's business that has been kept confidential by the party from whom the information originates, and which has not come into the public domain in breach of any obligation of confidence, including the terms of this Agreement, the and the Documentation.

"Consumer Price Index" or CPI means, for the purpose of this Agreement, as applicable, the Irish Consumer Price Index, or the equivalent for the country where the Company is registered.

"Cover Page" means the cover page and the attachments of the commercial agreement between the parties.

"Customer Data" means all electronic data or information submitted to and stored in the Subscription Service by the Users.

"Data Protection Legislation" shall mean the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other applicable laws relating to the protection of personal data and the privacy of individuals; and "Data Subject", "Controller", "Processor", "Processing" and "Personal Data" have the meaning set out in the Data Protection Legislation in relation to any Personal Data that are Processed under this Agreement.

"Documentation" means the applicable documentation describing the Services, features, including user guides, which may be updated by the Company from time to time.

"Effective Date" means, unless otherwise mentioned in the applicable Order Form and/or SOW, the date of last signature of the Order Form and/or SOW by the Parties.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Subscription Service.

"Enhanced Support Services" means the supplemental, fee-based technical support services to be provided to the Customer for the

Subscription Service pursuant to the terms hereof and the Support Services Policy.

"Export Laws" shall mean applicable export control laws or regulations, including, where applicable, the export laws and regulations of Ireland, United Kingdom, United States, European Union, and the country in which the Customer is located.

"Force Majeure Event" shall mean, in relation to either party, any circumstances beyond the reasonable control of that party including (but not limited to) act of God, act of war, law or action taken by a government, epidemic or pandemic, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire or flood, unusual physical or electrical stress or any failure or fluctuation in electrical power, air-conditioning or humidity controls or other factors which are subjected to the Services.

"Intellectual Property Rights" or "IPR" means all rights in intellectual property including, but not limited to, all such rights now existing or hereafter arising, filed or acquired patents or patent rights, rights associated with works of authorship including copyrights, trademark rights, rights relating to the protection of trade secrets and any other intellectual property rights or proprietary rights of any kind throughout the world resulting from activity in the industrial, scientific, technological, scientific, literary or artistic fields, including any and all extensions, renewals or reissues of same and shall include such rights as now exist or are subsequently acquired.

"Module" means the service modules made available under the Subscription Service, if set out in the Order Form.

"Order Form" means the order or proposal document executed by the Customer and the Company which specifies the type of the Services (and their quantity and price) to be provided by the Company subject to the terms of this Agreement.

"Professional Services" means the general consulting, onboarding, implementation, integration, change requests, and/or training services to be provided to Customer pursuant to the terms hereof and/or the applicable Statement of Work.

"Services" means, as applicable, Subscription Service, Beta Service, Support Services, Professional Services and such other services provided to the Customer under an Order Form and/or SOW, subject to the terms of this Agreement.

"Standard Support Services" means standard technical support services to be provided to Customer for the Subscription Service pursuant to the terms hereof and the Support Services Policy.

"Statement of Work" or "SOW" means a separate document executed between the Company and Customer that details the Professional Services to be delivered by the Company.

"Subscription Service" means, collectively, the online business application suite (and any optionally procured Modules) indicated in the Order Form, including its associated components, but excluding Third Party Applications, Beta Service and Professional Services. Subscription Service may include such other services as specifically mentioned in the Order Form.

"Support Services Policy" means the Company's Support Services Policy attached as Attachment 1.

"Support Services" means Standard Support Services or Enhanced Support Services, as applicable.

"Territory" means the geographic territory where the Customer has the right to use the Subscription Service, as identified in the Order Form/SOW.

"Term" means, together, the Initial Term and the Renewal Term, as further described in Section 6.1.

"Third Party Applications" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than the Company, as

further described in the Section below with title "Third Party Applications", that interoperate with the Subscription Service. The Company may act as a reseller in some cases.

"User" means an individual who is authorized by Customer to use the Subscription Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Form or amendment to the Agreement. Users may include but are not limited to Customer's employees, consultants, contractors and agents.

2. SERVICES

Subject to the terms and conditions of this Agreement, the Customer shall have the non-exclusive, limited right to use the Services ordered by the Customer during the applicable period set forth in the relevant Order Form and/or SOW, solely for the internal business operations of the Customer within the Territory. The Customer may allow its Users to use the Services for this purpose, and the Customer is responsible for their compliance with this Agreement and the applicable Order Form and/or SOW. The terms of this Agreement shall also apply to any updates and upgrades subsequently provided by the Company to the Customer for the Subscription Service. The Company shall host and manage the Subscription Service and may update the functionality, user interface, usability, user documentation, training, and educational information of, and relating to the Services from time to time in its sole discretion and in accordance with this Agreement.

3. ORDERS

The Services shall be ordered by Customer through applicable Order Form or SOW. Each such document shall include, at a minimum, a listing of the Subscription Service and any Professional Services being ordered and the associated fees.

4. SERVICE TERMS

4.1. Access. The Customer shall authorize access to and assign unique passwords and usernames to the number of Users procured by Customer on the Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be permanently reassigned to another User as needed. The Customer will be responsible for the confidentiality and use of User's passwords and usernames. The Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within e-mails or otherwise entered electronically through the Subscription Service or under the Customer's account. The Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service and shall promptly notify the Company of any unauthorized access or use of the Subscription Service and any loss or theft or unauthorized use of any User's password or name and/or Subscription Service account numbers.

4.2. Transmission. The Customer understands that the technical processing and transmission of the Customer's Electronic Communications is fundamentally necessary to use of the Subscription Service. The Customer is responsible for securing a high-speed internet connection and up to date "browser" software that may require in order to utilize the Subscription Service. The Customer expressly consents to the Company's interception and storage of Electronic Communications and/or Customer Data as needed to provide the Services hereunder, and the Customer acknowledges and understands that the Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part (or none) of which may be owned and/or operated by the Company. The Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Without limiting the Company's applicable obligations under the Security or Confidentiality Sections of this Agreement, the Company is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across networks not owned and/or operated by the

Company, including, but not limited to, the internet and the Customer's local network.

4.3. Third-Party Applications. The Company or third party providers may offer Third Party Applications. Except as expressly set forth in the applicable Order Form, the Company does not warrant any such Third Party Applications. Any procurement by the Customer of such Third Party Applications or services is solely between the Customer and the applicable third party provider. The Customer may not use Third Party Applications to enter and/or submit transactions to be processed and/or stored in the Subscription Service unless the Customer has procured the applicable subscription to the Subscription Service for such use and access. The Company is not responsible for any aspect of such Third Party Applications that the Customer may procure or connect to through the Subscription Service, or any interoperation, descriptions, promises, or other information related to the foregoing. If the Customer installs or enables Third Party Applications for use with the Subscription Service, the Customer agrees that the Company may enable such third party providers to access the Customer Data for the interoperation of such Third Party Applications with the Subscription Service, and any exchange of data or other interaction between the Customer and a third party provider is solely between the Customer and such third party provider pursuant to a separate privacy policy or other terms governing the Customer's access to or use of the Third Party Applications. The Company shall not be responsible for any disclosure, modification or deletion of the Customer Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Subscription Service. The Customer shall indemnify, defend, and hold harmless Escher and its affiliates, directors, officers, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any unauthorized or improper use of the Software or the System by the Customer's partners, subcontractors, or third-party applications; (b) any failure of a third-party application, system, or service to perform as intended or to comply with applicable laws or regulations; (c) any data submitted, accessed, or processed via the API by such partner; and (d) any breach of confidentiality, data protection or security obligations caused by or related to the integration of third-party applications, systems, or services.

4.4. Third Party Embedded Applications. Where applicable, Subscription Service may include Third Party Embedded Applications. Such applications are licensed by the Company and are embedded into the Subscription Service. The Company may enable such third party providers to access the Customer Data for the interoperation of such Third Party Embedded Applications with the Subscription Service. The Company warrants that it has the required rights and licenses to use such Third Party Embedded Applications within the Subscription Service. Except as above, Third Party Embedded Applications are provided as-is and as-available.

4.5. Support Services. As part of the Subscription Service, the Company will provide the Standard Support Services subject to the Support Services Policy. The Company may offer Enhanced Support Services for additional fees subject to availability and additional terms.

4.6. Beta Service. From time to time, the Company may make the Beta Services available to the Customer at no additional cost. The Customer may choose to try such Beta Services in the Customer's sole discretion. Unless otherwise determined by the Company, no Order Form is specifically required to enable the Customer's use of Beta Services. Beta Services are intended for evaluation purposes and not for production use. Beta Services are not supported and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to the Customer. Beta Services are not considered part of the Subscription Service, however, all restrictions and the Customer commitments under this Agreement shall apply to the Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of six (6) months from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. The Company may discontinue Beta Services at any time in the Company's sole discretion and may never make Beta Services generally available. The Company will have no liability for any harm or damage arising out of or in connection with a Beta Service.

BETA SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY, REPRESENTATION, GUARANTEE, CONDITION OR TERM OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

4.7. Professional Services. The provisions of this Section shall apply solely to Professional Services, where such Professional Services are included in an Order Form/SOW. The Company shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form/SOW. The Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. The Customer shall make available in a timely manner at no charge to the Company all technical data, Customer Data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of the Customer required by the Company for the performance of the Professional Services as specified in the applicable Order Form/SOW. The Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by the Customer. The Customer shall provide reasonable cooperation as the Company requires to perform the Professional Services. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the "Deliverables") shall be solely owned by the Company (except with respect to Customer Data, which shall remain the Customer's sole property), unless otherwise agreed. Solely during the applicable Term and conditioned upon the Customer's compliance with all the terms of the Agreement, the Company grants to the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables. For the sake of clarity, the Customer will own any reports, and their derivatives accessed by the Customer through the Professional Services. For Professional Services, the Customer must notify the Company of any warranty deficiencies within five (5) days from performance of the deficient Professional Services or delivery of the Deliverables. Unless otherwise agreed in writing, Professional Services and Deliverables are deemed accepted after five (5) days from the performance or delivery.

4.8. Security. The Company shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of the Customer Data. The Company shall not be responsible for any security incident, unauthorized access, or data breach arising from the Customer's acts or omissions, including the Customer's decision to share access credentials, authentication tokens, API keys, or other access mechanisms with any third party. This includes, but is not limited to, incidents caused by third-party misuse, compromise, or security vulnerabilities, as well as the Customer's failure to implement appropriate security measures. The Customer is solely responsible for managing and securing access credentials and mitigating risks associated with third-party access.

4.9. Updates. During the Term, the Company may update the Subscription Service, Documentation, Acceptable Use Policy, Support Services Policy, etc. to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, and availability of Third Party Applications. The Company's updates to the Services will not materially reduce the level of performance, functionality, security or availability of the Subscription Service during the term of the Customer's then current Order Form and/or SOW.

4.10. Service Monitoring. The Company continuously monitors the Subscription Service to facilitate the Company's operation of the Subscription Service; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the Subscription Service as well as any content, data, or applications in the Service; and to detect and address illegal acts or violations of the Acceptable Use Policy. The Company monitoring tools do not collect or store any Customer Data residing in the Subscription Service, except as needed for such purposes. The Company does not monitor, and does not address issues with, non-Company software provided by the Customer or any of the Customer's Users that is stored in, or run on or through, the Subscription Service. Information collected by the Company monitoring tools may also be used to assist in managing the Company's product and service portfolio, to help the

Company address deficiencies in its product and service offerings, and for access management purposes.

4.11. Service Analyses. The Company may (i) compile statistical and other information related to the performance, operation and use of the Subscription Service, and (ii) use data from the Subscription Service in aggregated form for security and operations management, to create statistical analyses, and for research, development, and marketing purposes (sub-sections (i) and (ii) are collectively referred to as the "Service Analyses"). The Company may make Service Analyses publicly available; however, Service Analyses will not incorporate the Customer Data, Personal Data or Confidential Information in a form that could serve to identify the Customer or any individual. The Company retains all Intellectual Property Rights in the Service Analyses.

4.12. Standard Business Applications. The Subscription Service includes the provision of the Standard Business Applications (SBAs), which include predefined processes, workflows, and features designed to meet general industry-standard requirements. The SBAs are delivered as-is and adhere to standard functionality, without customization. Any ambiguities, broad, or non-specific requirements shall be deemed satisfied by the standard functionality of the SBAs, unless expressly modified or supplemented through a written agreement between the parties. Should the Customer seek to deviate from the standard workflows or request any modifications to the SBAs (excluding any Configurations), such requests shall be addressed through a separate Change Request. Each Change Request will be subject to a formal scoping process to evaluate feasibility, associated costs, and any impact on delivery timelines. Customizations may affect compatibility with future software updates, upgrades, or patches, and may also impact any delivery deadlines. Any custom changes may require separate effort to maintain over time, which will not be covered under the Standard Support Services. Support for customizations can be offered as an additional service, subject to a separate agreement. If the requested customizations include integration with third-party systems or applications, any dependencies or additional integration work will be scoped separately and may involve further timelines and costs. The SBAs allow for configuration within predefined parameters, enabling the Customer to adjust workflows, settings, and user access rights to suit their business needs without altering the underlying software code ("Configurations"). This type of configuration is designed to be user-friendly, and many adjustments can be made directly by the Customer's system administrators or designated users via the provided interface. For more complex configurations that require technical assistance or significant effort, such as changes to workflows, reporting templates, or specific data fields, these may necessitate a configuration project. In such cases, the parties will jointly scope the effort, timelines, and associated costs, which shall be agreed upon separately. These configurations do not require a formal Change Request, as they fall within the existing functionality of the SBAs but may incur additional fees based on the complexity and level of support required.

4.13. Artificial Intelligence. The Company may incorporate Artificial Intelligence (AI) features into the Subscription Service, which may process and generate data to enhance functionality. The Customer retains ownership of all data provided, while the Company may use such data to improve AI capabilities in accordance with applicable laws. The Company does not guarantee the accuracy of AI-generated outputs and provides them "as is." All intellectual property rights in AI algorithms and models remain with the Company, and the Customer is granted a non-exclusive, limited license to use the AI features. The Company reserves the right to modify, update, or discontinue AI features at its discretion.

5. RESTRICTIONS

5.1. Acceptable Use Policy. The Customer shall not, and shall cause or permit the Users or others to not: (i) use the Services for illegal purposes; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (ii) perform or disclose any benchmarking, availability or performance testing of the Services; (iii) perform or disclose any

performance or vulnerability testing of the Services without the Company's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Subscription Service (together, the "Acceptable Use Policy"). In addition to other rights that the Company has in this Agreement and applicable Order Form, the Company has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

5.2. Other restrictions. The Customer may not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer (unless required to be permitted by law for interoperability), reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (ii) access or use the Services to build or support, directly or indirectly, products or services competitive to the Company; or (iv) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or applicable Order Form. Unless specifically included in the Order Form (or applicable SOW), the Customer must not use the Subscription Service to store or process any sensitive or special category data that imposes specific data security or data protection obligations on the Company in addition to or different from those specified or referenced in the Agreement for the Services. The Customer is solely responsible for understanding any regulatory requirements applicable to its business and for selecting and using the Subscription Service in a manner that complies with any applicable requirements.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in the applicable Order Form and/or SOW. The initial subscription term of the Subscription Service and other Services procured by the Customer shall continue for the term applicable to such Services specified in the applicable Order Form and/or SOW ("Initial Term"). Except for any one-off SOW, if the Customer has not entered into an Order Form with the Company regarding renewal of the Customer's Subscription Service or other Services prior to the expiration of the Initial Term, then the subscription term for such Services shall be automatically renewed for successive one (1) year terms (each a "Renewal Term") unless either party provides written notice of non-renewal to the other party at least thirty (30) days before expiration of the applicable Initial Term or then-current Renewal Term. The Company retains the right to increase the fees during the Renewal Term subject to prior notice.

6.2. Suspension. The Company reserves the right to suspend the Customer's access to and/or use of the Services if any undisputed payment is due and unpaid and fails to make such payment within reasonable period of payment breach notice. If the Company suspends the Services due to the Customer's non-payment, all applicable fees shall continue to accrue during the suspension period. In addition, the Company shall be entitled to charge a restart fee as determined by the Company for restarting the project and re-engaging the necessary resources, which shall be payable before the resumption of the Services. The Company may suspend the Customer's or Users' access to, or use of, the Services if the Company reasonably believes that (i) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (ii) the Customer or the Users are accessing or using the Services to commit an illegal act; or (iii) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, the Company will provide the Customer with advance notice of any such suspension. The Company will use reasonable efforts to re-establish the Services promptly after the Company determines that the issue causing the suspension has been resolved. During any suspension period, the Company will make Customer Data (as it existed on the suspension date) available to the Customer. Any suspension under this Section shall not excuse the Customer from the Customer's obligation to make payments under this Agreement. The Customer agrees that the Company shall not be

liable to Customer or other third party for any suspension pursuant to this Section 6.2.

6.3. Termination. Either party may terminate this Agreement on immediate written notice to the other party if: (i) the other party is in breach of its obligations under this Agreement and (where such breach is capable of remedy) fails to remedy such breach within fifteen (15) days of receipt of written notice from the non-breaching party; (ii) the other party undergoes insolvency or bankruptcy events or its normal business operations ceases or goes under the control of a receiver appointed by the authority; (iv) except with respect to payment obligations hereunder, if a Force Majeure Event delays or prevents the performance of any obligations of either of the parties, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than thirty (30) days, the other party may terminate this Agreement upon thirty (30) days' written notice.

6.4. Effects of Termination. Upon termination or expiry of this Agreement: (i) applicable provisions of Section 5 to 19 shall survive and continue in full force and effect; (ii) the Customer shall immediately cease using the Services, and access to the Services will be terminated; (iii) upon written request from the Customer, the Company will return the Customer Data in a format and medium determined by the Company, provided that, in the absence of such request, the Customer Data will be retained or destroyed subject to the Company's data retention policy; (iv) if this Agreement is terminated by the Company for the Customer's breach, all sums that would have been due had this Agreement not been terminated prior to the expiry of the Term shall become immediately due and payable to the Company; and (v) if any SOW would not expire but for such termination, such SOW (and this Agreement in respect only of such SOW) shall continue until the completion of the Services under such SOW, provided that the Company shall be entitled to terminate such SOW if it has terminated this Agreement for breach. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

7. FEES AND PAYMENT

7.1 Fees and Payment. All fees shall be set forth in the Order Form. Fees are due and payable within fourteen (14) days from the invoice date, unless otherwise specified in the applicable Order Form. All Order Forms are non-cancellable, and the fees are non-refundable, except as otherwise explicitly stated in the applicable Order Form or this Agreement. The fees and the term of use for additional Users and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Subscription Service. Pricing for subsequent renewal of the Order Form or the Agreement shall be set at then current pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Subscription Service are based on usage of the Subscription Service, then the Company may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality. Unless otherwise agreed in writing, the fees payable under this Agreement shall be adjusted each year during the Term, by an amount which is equal to the percentage increase, if any, in the Consumer Price Index plus 5% for the preceding calendar year.

7.2. Taxes. The fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). The Customer is responsible for paying all Taxes, excluding only taxes based on the Company's net income. If the Company has the legal obligation to pay or collect Taxes for which the Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by the Customer unless the Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.3. Non-payment. If the Customer fails to make any payment on time in accordance with this Agreement, the Company retains the

right to charge a late payment administration fee of 10% of the due amount and any late payment interest as prescribed by the law, and the Customer shall indemnify the Company against all costs and expenses (including reasonable attorneys' fees) incurred by the Company in recovering sums due under this Agreement.

7.4. Purchase Order. If the Customer's internal policies require a purchase order to be issued, the Customer shall issue a purchase order to the Company in respect of payment no less than thirty (30) days prior to such payment being due or payable. For the avoidance of doubt, the Customer's failure to issue such purchase order will not prevent the Company from issuing an invoice for payment, nor permit the Customer to avoid or delay payment of any such amounts. The terms and conditions of this Agreement shall apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, including any terms on a purchase order, or which are implied by trade, custom, practice or course of dealing.

7.5. Subscription Fees. Unless otherwise agreed in writing, annual subscription fees shall be payable in advance at the time of order placement and annually on each anniversary.

7.6. Incremental Subscription Fees. For any Change Request (as defined in Section 19.7), the annual subscription fees shall be increased by an amount equal to twenty percent (20%) of the fees payable for such Change Request ("Incremental Subscription Fees"). The Incremental Subscription Fees shall be calculated on a pro-rata basis for the remainder of the then-current maintenance term and shall be payable concurrently with the Change Request fees. Thereafter, such Incremental Subscription Fees shall be incorporated into the annual subscription fees and shall be payable as part of any subsequent annual renewal.

7.7. Payment schedule for Professional Services (including Change Requests). Unless otherwise agreed in writing, fees for any Professional Services shall be payable as follows: (i) fifty percent (50%) of the total fees shall be due at the time of order placement; and (ii) the remaining fifty percent (50%) shall be payable in equal monthly instalments over the project term to align with the effort expended. If the project duration is one (1) month or less, the remaining fifty percent (50%) shall be due upon final delivery of the agreed-upon deliverables.

7.8. Travel and Expense. Travel requirement may arise as part of the Services. Any travel and related expenses pre-approved by the Customer, with email confirmation being sufficient for such approval, shall be reimbursed by the Customer at cost plus an additional 10% administrative fee, payable within fourteen (14) days of invoicing.

8. PROPRIETARY RIGHTS

8.1. Ownership of the Customer Data. As between the Company and the Customer, all title and Intellectual Property Rights in and to the Customer Data is owned exclusively by the Customer. The Customer acknowledges and agrees that in connection with the provision of the Services, the Company may store and maintain the Customer Data for a period of time consistent with the Company's standard business processes for the Services. Following expiration or termination of the Agreement or a customer account, if applicable, the Company may deactivate the applicable customer account(s) and delete any data therein. The Customer grants the Company the right to host, use, process, display and transmit the Customer Data to provide the Services pursuant to and in accordance with this Agreement. The Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data, and for obtaining all rights related to the Customer Data required by the Company to perform the Services. This includes images and other data, captured or uploaded by the Customer's personnel, couriers, drivers, or any authorized users through the use of the Subscription Service. Without limiting the foregoing, the Customer is solely responsible for reporting any illegal activity or content captured via the Subscription Service and stored in the Company's cloud infrastructure. The Company shall have no liability whatsoever arising from the capture, transmission, or storage of such content.

8.2. Company Intellectual Property Rights. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by the Company) and anything developed or delivered by or on behalf of the Company under this Agreement are owned exclusively by the Company or its licensors. Except as provided in this Agreement, the rights granted to the Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any Intellectual Property Rights thereto. Any rights in the Services or the Company's intellectual property not expressly granted herein by the Company are reserved by the Company.

8.3. Reports. The Client will own any reports and its derivatives downloaded by the Client through the Services, provided that the Company will own all the rights in any design or model thereto.

8.4. Trademarks. The Company service marks, trademarks, logos and product and service names are marks of the Company (the "Company Marks"). The Customer agrees not to display or use the Company Marks in any manner without the Company's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. The Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

8.5. Feedback. The Customer grants the Company a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by the Customer, or any Users related to the operation or functionality of the Services.

9. DATA PROTECTION

9.1. Processing Information. To the extent that the Company is a Processor acting on behalf of the Customer, for the purposes of this Agreement: (i) the type of Personal Data and categories of Data Subjects are: names and contact details such as address and phone number; and; (ii) the nature/purpose of the Processing is to enable the Company to grant the subscription and carry out the Services (which form the subject matter of the Processing); and (iii) the duration of the Processing shall be the Term of this Agreement.

9.2. Compliance. The Company shall comply with its obligations under the Data Protection Legislation and shall, in particular: (i) process the Personal Data only to the extent necessary for the purposes specified herein, in accordance with the Customer's written instructions and this Section 9; (ii) implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing; (iii) comply with the applicable data regulation in the event the Company requires to transfer the Personal Data outside of the European Economic Area; (iv) ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality; (v) not to permit any third party to carry out its Processing obligations under this Agreement without obtaining the Customer's prior written consent. The Customer confirms that it has the necessary authority or consent (where required) from all relevant Data Subjects for enabling the Company to use and process such Personal Data in accordance with this Agreement.

9.3. Consent. The Client warrants that it has the necessary authority and consent from all relevant Data Subjects for the Company to use and process such Personal Data in accordance with this Agreement. The Client shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims, demands, expenses, and liabilities of whatsoever nature arising out of or in connection with any claim arising from the Client's breach of the foregoing warranty.

10. CONFIDENTIALITY

10.1. Obligations. In performance of their obligations under this Agreement, the parties may disclose Confidential Information to each

other. Subject to below, each party shall hold all such Confidential Information of the other party in the strictest confidence, not disclose it to any third party without the other party's prior written consent and ensure that knowledge of such Confidential Information of the other party is confined only to its employees, representatives, affiliates or subcontractors who require such knowledge in the ordinary course of their employment or engagement for the purposes of this Agreement. Without prejudice to any other rights or remedies which the disclosing party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any confidentiality breach by the recipient and the disclosing party shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the recipient.

10.2. Exclusions. The foregoing shall not apply to any Confidential Information (i) which prior to receipt thereof from one party was in the possession of the other without any restriction on its disclosure or use, or (ii) which is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party, or (iii) which is or becomes generally available to the public through no act or default of the recipient party, or (iv) which is required by law or by any competent authority to be disclosed (but only to the extent that such disclosure is so required, and subject to prior notice where allowed by the law), or (v) which is independently developed by the other party without any breach of confidentiality obligations herein.

11. WARRANTIES

11.1. Warranties. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. The Company warrants that during the Term, the Company will provide (i) the Subscription Service using commercially reasonable care and skill in all material respects as described in the Documentation, and (ii) any Professional Services in a professional manner reasonably consistent with industry standards (the warranties described by the foregoing sub-sections (i) and (ii), collectively, the "Services Warranty"). If the Services provided to Customer were not performed as warranted, the Customer must promptly provide the Company with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying the Company of the deficiency in the Services). The Customer must notify the Company of any warranty deficiencies within five (5) days from performance of any deficient services. Unless otherwise agreed in writing, the services are deemed accepted after five (5) days from the performance or delivery.

11.2. Disclaimers. TO THE EXTENT NOT PROHIBITED BY LAW, ABOVE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT THE COMPANY WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM THE CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

11.3. Exclusive Remedies. FOR ANY BREACH OF THE SERVICES WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF THE COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER AFTER WRITTEN NOTICE FROM THE CUSTOMER AND WITHIN THE EXPIRATION OF REASONABLE REMEDY PERIOD, THE CUSTOMER MAY TERMINATE THE DEFICIENT SERVICES IN WRITING.

12. LIMITATIONS OF LIABILITY

12.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY; FRAUD OR FRAUDULENT MISREPRESENTATION; GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR ANY LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12.2. THE COMPANY (OR ITS AFFILIATES, THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) SHALL NOT BE LIABLE FOR ANY (i) LOSS OF PROFITS; (ii) LOSS OF BUSINESS; (iii) LOSS OF DATA; (iv) LOSS OF USE; (v) LOSS OF REPUTATION (vi) INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

12.3. THE COMPANY (OR ITS AFFILIATES, THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY CLAIMS OR CAUSES OF ACTION IN EXCESS OF: (A) THE SUBSCRIPTION SERVICES FEES PAID BY THE CUSTOMER WITHIN THE PRIOR THREE (3) MONTHS FROM THE DATE OF THE CLAIM FOR CLAIMS RELATED TO OR ARISING FROM THE PROVISION OF THE SUBSCRIPTION SERVICES; OR (B) THE PROFESSIONAL SERVICES FEES PAID BY THE CUSTOMER WITHIN THE PRIOR THREE (3) MONTHS FROM THE DATE OF THE CLAIM FOR CLAIMS RELATED TO OR ARISING FROM THE PROVISION OF THE PROFESSIONAL SERVICES.

12.4. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

12.5. ANY LAW OR TREATY, INCLUDING, WITHOUT LIMITATION, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE VIENNA TREATY, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) AND THE UNIFORM COMMERCIAL CODE, WHICH MIGHT REQUIRE OR IMPLY WARRANTIES DISCLAIMED HERE OR LIMIT THE EFFECT OF ANY OF THE OTHER EXCLUSIONS, RELEASES, OR LIMITATIONS CONTAINED IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT IS SPECIFICALLY AND KNOWINGLY DISCLAIMED AND WAIVED.

12.6. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SECTION 12 AND OTHER SECTIONS IN THIS AGREEMENT, THE TERMS OF THIS SECTION 12 (LIMITATIONS OF LIABILITY) SHALL PREVAIL.

13. INDEMNIFICATION

13.1. Company Indemnity. The Company will indemnify the Customer against any bona fide third party claim that the grant of a right to, or the access and use by, the Customer and its Users of the Subscription Service (or any Deliverables provided under Professional Services) in accordance with the Agreement infringes a validly existing trademark, copyright, patent or other proprietary rights and pay any final judgment awarded or the Company-negotiated settlement. The Company's obligations under this Section are conditioned upon the Customer providing the Company (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim; and (iii) such cooperation as the Company may reasonably request with respect to the defense or settlement of such claim. The Company will defend any claim with counsel of its own

choosing and settle such claim as the Company deems appropriate. The Customer may participate in the defense with counsel of its own choosing and at its own cost and expense. The Customer will not admit liability, take any position adverse or contrary to the Company, or otherwise attempt to settle any claim or action without the express written consent of the Company.

13.2. Exclusive Remedies. If, in the Company's sole opinion, an infringement claim may have validity, then the Company may, at its option (i) modify the Subscription Service or Deliverables to make it non-infringing, (ii) procure any necessary license, or (iii) replace the affected item with one that is reasonably equivalent in function and performance. If the Company determines in its sole opinion that none of these alternatives are reasonably available, then the Company may, upon notice, terminate such allegedly infringing services from the Order Form or SOW, the Customer will discontinue using such services, and the Company will refund to the Customer the fees for the terminated services that customer pre-paid to the Company for the period following the effective date of termination.

13.3. Exclusions. The Company has no obligation under the Section 13 for, and the Customer will indemnify the Company against, any third-party claim arising from: (i) Customer Data or the Company's compliance with the Customer's or its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Subscription Service or Deliverables not made by the Company; (iii) the Customer's or User's use of the Subscription Service or Deliverables in any manner that is not authorised or permitted by the Agreement; or (iv) the Customer's or User's use or combination of the Subscription Service or Deliverables with any software, hardware, or services that are not provided or authorised by the Company. The Section 13 states the Company's entire liability and the Customer's exclusive remedy for third party intellectual property infringement claims.

14. COMPLIANCE WITH LAWS AND REGULATIONS

The Customer shall comply with all applicable laws and regulations including but not limited to Export Laws and maintain its own policies and procedures to ensure compliance.

Anti-corruption. Each Party undertakes to the other that it: (a) will fully comply with, and will procure that all staff and its sub-contractors will fully comply with any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations; (b) has in place, and shall maintain in place throughout the term, policies and procedures to ensure compliance with the anti-corruption laws and will enforce them where appropriate; (c) will promptly report any request or demand for any undue financial or other advantage of any kind received by a party in connection with the performance of this Agreement; (d) shall indemnify, keep indemnified and hold the other party harmless from and against all losses, damages, costs arising from or incurred by reason of its breach of the anti-corruption laws. From time to time, each Party shall, at the reasonable request of the other Party, confirm in writing that it has complied with this Section 14 and shall provide any information reasonably requested by the other party in support of such compliance.

Anti-slavery. Each Party undertakes to the other that it will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force and shall not engage in any activity, practice or conduct that would constitute an offence under such laws, statutes, regulations or codes.

Each Party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this Section 14. Breach of the foregoing undertakings shall be deemed to be a material breach of the Agreement.

15. GOVERNING LAW AND JURISDICTION

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the country where the Company is

incorporated in. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be finally settled by arbitration under the Rules of the London Court of International Arbitration (LCIA), which are deemed incorporated by reference into this clause. The seat of arbitration shall be London, United Kingdom, the tribunal shall consist of one (1) arbitrator, and the language of the arbitration shall be English. The arbitration award shall be final and binding on both Parties, with judgment upon the award enforceable in any court of competent jurisdiction. The arbitration proceedings, including all submissions and awards, shall be confidential, except as required for enforcement or by applicable law.

16. NON-SOLICITATION

During the Term and for a period of one (1) year following termination or expiry of this Agreement, neither party shall, without the prior written consent of the other party, directly or indirectly solicit or entice away (or attempt to solicit or entice away) for employment, any person who is, or has been, engaged as an employee or contractor of the other party in the provision or receipt of the services, within six (6) months of their departure. Parties acknowledge that they have carefully read and considered the restrictions herein, and having done so, agree that the restrictions are fair and reasonable and are reasonably required for the protection of the legitimate business and economic interests of each party. The restrictions herein do not apply where an employee or contractor of a party unilaterally seeks employment or engagement with another party unless that other party has solicited, directly or indirectly, the application from that employee or contractor for that position. If any of the provisions of this section, or any parts thereof, shall be held to be invalid or unenforceable, the remaining provisions or parts thereof shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable portions or parts had not been included herein.

19. MISCELLANEOUS

19.1. Force Majeure Event. Neither party shall be liable to the other party, for any loss or damage which may be suffered as a direct or indirect result of a party being delayed, prevented or hindered in the performance of any of its obligations under this Agreement by reason of a Force Majeure Event. The affected party shall give notice to the other party as soon as is reasonably practical about the Force Majeure Event impacting the performance of this Agreement.

19.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be addressed to the parties at the addresses set forth on the Order Form (or to such other address that may be designated by the receiving party from time to time in writing). Notices shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service, airmail or sent by e-mail (except for legal or termination notices) to the relevant party's email address specified on the Order Form (or any other e-mail address notified by one party to the other in writing for this purpose).

19.3. Audit. Upon reasonable written notice and no more than once every calendar year, the Company may audit the Customer's use of the Subscription Service to ensure that the Customer's use of the Subscription Services is in compliance with the terms of the applicable Order Form and this Agreement. Any such audit shall not unreasonably interfere with the Customer's normal business operations. The Customer agrees to cooperate with the Company's audit and to provide reasonable assistance and access to information reasonably requested by the Company. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the confidentiality provisions of this Agreement. If the audit identifies non-compliance, the Customer agrees to remedy (which may include, without limitation, the payment of any fees for additional use) such non-compliance within thirty (30) days of written notification of that non-compliance. The Customer agrees that the Company shall not be responsible for any of the Customer's costs incurred in cooperating with the audit.

19.4. Independent Contractor. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. The Company's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services or applications that interact with the Services, are independent of the Company and are not the Company's agents. The Company is not liable for, bound by, or responsible for any problems with the Services or Customer Data arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as the Company's subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as the Company would be responsible for our resources under this Agreement. Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

19.5. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, and related Order Form, exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

19.6. Amendments. Except as otherwise provided in the Agreement, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

19.7. Change Requests. If the Customer is looking for modifications to the Services, a request for a change ("Change Request") may be made by the Customer at any time during the term of the Agreement subject to the agreed Change Control Procedure. In the event of a Change Request being made, the Company shall investigate and make recommendations in respect of the said Change Request and provide a written proposal that covers scope, cost, impact and timeline relative to the scope. For the purpose of this Section, the Change Control Procedure means the Company's standard change management procedure, unless otherwise agreed in writing by the Parties. Any Change Request shall be agreed in writing by both parties.

19.7. Publicity. The Company may issue a press release announcing the relationship with the Customer and may use the Customer's name or logo in sales presentations or marketing materials to identify the Customer as the Company's client. Except the foregoing, neither party shall issue any press release or statement or public announcement relating to this contract without the written consent of the other party, which consent shall not be unreasonably withheld. Such consent can be requested and received through e-mails.

19.8. Language. This Agreement is deemed to be an English Language agreement and its interpretation is to be governed by said language. In the event of the Agreement being translated into another language, this English Language agreement will be the controlling version for any dispute or interpretation.

19.9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19.10. Assignment. The Customer shall not assign or transfer its rights or obligations in connection with this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights or obligations in connection with this Agreement to its Affiliates or legal successors.

19.11. Counterparts. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

ATTACHMENT 1 - Support Services Policy

This Support Services Policy defines the Company's and the Customer's commitments with regards to the ongoing operation and support of the application identified in the Order Form (the "Subscription Service") as of the Service Commencement Date specified in the associated Order Form.

1. Hosting and Availability. The Company will host the solution and select the cloud-infrastructure provider and region, subject to availability and commercial terms. Hosting and maintenance will be governed by the Company's terms and conditions, as well as any applicable hosting partner terms and security policies. The Customer remains responsible for managing access controls and ensuring data usage complies with applicable laws and regulations. The Company shall make the Subscription Service available at **99.5%** uptime per month.

For purposes of calculating availability, the following shall be excluded: (a) scheduled downtime for regularly scheduled backups and batch processes related to the normal operation of the Subscription Service on behalf of the Customer, which the Company and Customer shall define and schedule so as to meet the standard operational needs of the Customer; (b) planned downtime for application maintenance, upgrades, etc., which shall be scheduled outside of normal business hours, with at least eight hours advance notice; and (c) unavailability caused by circumstances beyond the Company's reasonable control (e.g., unavailability of components that are not part of the Service, Force Majeure Event, etc.). Further, the availability commitment excludes any downtime, unavailability, or performance issues resulting from failures, disruptions, or delays caused by third-party cloud infrastructure providers, internet service providers, or other external factors beyond the Company's direct control. The Company will make reasonable efforts to escalate and coordinate with such third-party providers to resolve issues; however, such incidents shall not be considered a breach of this SLA, nor shall they give rise to any penalties, service credits, or liability on the part of the Company.

The Company requires at least 48-hours' notice of new, changing or expiring IP addresses from which the Customer will access the subscription service. Up to three (3) IP addresses will be supported. The Company is not responsible for any misuse, data losses etc. from lack of communication by the Customer of discontinuation of an IP address used to access the solution.

2. Technical Support Service Hours. The Company will provide Help Desk/ Support Call Response team for software incidents. Support Desk personnel will be trained in the use of the software and the system and in troubleshooting and restoring service in the unlikely event of downtime. All support requests must be posted by pre-designated Customer contacts and will be tracked using the Company's support management system. Up to three pre-designated Customer contacts will be provided access to the Company's support management system in order to post issues and to monitor their status. Prior to calling, the Customer must post the issue to the Company's support management system and must include the appropriate level of detail (but is not limited to): incident description, time of occurrence, steps to reproduce, screenshots or video and details of other further investigation performed.

3. First Level Support. The Customer shall provide first level support (fielding inquiries from Users and responding to usage-related questions), ensuring the issue is service related and repeatable plus documenting the issue prior to sharing it with the Company. The Company is solely responsible for responding to and resolving technical issues arising out of the applications that are part of the Subscription Service.

4. Response Standards. The Company shall respond to technical support issues based on the severity of the issue. Responses shall be in two stages: (1) an initial response confirming that the Company is aware of the issue; and (2) target resolution or workaround of the issue. The time for the Customer to receive the initial response starts when the Company is made aware of the issue by Customer Contacts or by the Company staff through the Company's support management system.

This agreement proposes Escher's Platinum Support Services with the following Guaranteed Response Times and Target Resolution Times

Severity Code	Description	Initial Response Time (During Business Hours)	Target Restoration or Work Around Response Time (During Business Hours) where feasible
Critical	This type is assigned when none of the system Users can access the system or perform functions.	1 Business Hour	4 Business Hours
High	This type is assigned when a subset of functionality is affected, preventing business processing, or where part of the production environment does not function.	8 Business Hours	2 Business Days
Medium	This type indicates a problem has occurred that has a limited adverse effect on the Customer's business operations. Unlike in the High or Medium Severity Level however, the production environment is operational. All issues relating to non-production environments will be assigned to low priority.	2 Business Days	When time permits
Low/ Informational	All other requests; usage questions, enhancement and feature requests, and calls for Information purposes are considered to be non-critical.	When time permits	When time permits

Business Hours: 09:00-17:30 GMT/BST.

Initial Response Time begins when the incident has been submitted by the Customer to the Company's support management system with the appropriate information required for analysis of the incident.

Restoration/Work-around Response Time ensures that the system operation functionality or other parameters are restored, or the Customer is provided a suitable work-around in advance of a Final Resolution.

Final Resolution Time, beyond the Restoration or Work Around Response listed above, will be dependent on the effort required to resolve (as a Software Release may be required).

The Company shall use commercially reasonable efforts to resolve issues in a timely manner and resolution timelines are "reasonable effort" when determined to be the Company's responsibility.

The Company's commitment to meeting the requirements of this Policy are contingent upon the Customer providing accurate Information regarding the issue(s) being reported as well as the Customer being reasonably available to respond to questions from the Company personnel and to provide a reasonable level of cooperation to help reach a timely resolution.

A monthly usage report and meeting (as required) with the Company account managers and operations will be provided.

5. Escalation. The Company shall provide a Service Manager to whom the Customer may escalate issues. If the Service Manager cannot provide satisfactory resolution within the time periods specified above, the Customer may further escalate to the Account Executive assigned to the Customer. The Company expects the Client to participate in regular reviews (at least monthly) of support issues and both the Company's and the Client's responsibilities in this agreement.

6. Backups. The Subscription Service shall include real-time data replication and a daily backup of the Customer Data. Backups will be performed daily at midnight local time.

7. Disaster Recovery/Business Continuity. In the event of a disaster, the Company shall use commercially reasonable efforts to restore the Service as set forth below:

Application Restore Point: Last version installed
Customer Data Restore Point: Last backup
Restore time: Up to 4 hours

The restore time will begin to run when the Company receives the initial notice of any outage.

8. Maintenance. The Company will provide maintenance of the application and of the Subscription Service at no additional cost. The Company shall use its commercially reasonable efforts to correct all bugs, defects and errors associated with the application and the Subscription Service of which the Company becomes aware. Notwithstanding the foregoing, the Company is not obligated to correct defects that are caused by the modification of the application or of the Subscription Service by the Customer or any User or caused by the Customer or the Customers' Use of the application or the Subscription Service in violation of the Agreement or Policy.

9. Network Security. The Customer shall maintain network security as reasonably required and necessary to monitor and protect against unauthorized access to the Customer Data on the Subscription Service.

10. Expectations of Customer. For the Company to effectively deliver support to the Customer, and to avoid the need for Extended Support, the Customer is expected to meet the following commitments: (a) maintain robust network connections, in the form of consistent network throughput and Internet bandwidth; (b) use application and Subscription Service features and functionality as designed; (c) deliver data files required for batch jobs to the Company servers on time, in the correct format and volume, and free from errors, as agreed to with the Company during the integration design, implementation and testing phases; (d) properly report and/or log issues (with adequate documentation) into the Company help desk application, including internal customer issues that may impact the usage of the Subscription Service, by Customer Contacts; and (e) train Customer Contacts for the following: (i) maintaining a current User matrix and communicating changes to the Company support with sufficient lead time; (ii) troubleshooting and analysing potential issues as identified by Users; and (iii) communicating system availability and status to Users.

11. Extended Support. Standard support as set forth in Sections 1 to 10 above is included in the fees. Extended support is available at extra cost. The need for Extended Support arises in situations that are triggered by circumstances within the Customer's and/or Users' scope of responsibility and control. Examples of situations that require Extended Support include, but are not limited to: (a) out-of-cycle batch processes required due to interface file delivery or interface file quality issues, which can often be attributed to late file delivery, missing files, or validation failure during the batch process; (b) intervention required due to unexpected increases in data volumes; (c) the Customer and/or User network support, including network proxy issues, excessive packet filtering, and Customer or User Internet Service Provider (ISP) issues, impacting the performance of the Service directly or indirectly; (d) data or software restoration procedures resulting from improper usage of the Service; and (e) excessive support hours resulting from departure from agreed assumptions as defined in this Policy. In the normal course of operations, Extended Support should be needed on an exceptional basis only. The Company shall notify the Customer in each instance before incurring Extended Support costs, and the Customer shall approve or decline such Extended Support, by electronic mail. The Customer understands that its failure to approve Extended Support may adversely impact its and its Users' use of the

Service and may cause the Company to be unable to and, therefore, not to be responsible or liable for, any failure to meet certain requirements of this Policy. The Company shall only proceed with Extended Support once it has received the Customer's written approval. Extended Support shall be billed to the Customer on a time and materials basis at the then-current rates of Company. That said, if Extended Support is required on an ongoing basis, the Company shall estimate monthly Extended Support costs and incorporate these estimated costs into the monthly fee invoice to the Customer and adjust those invoices for actual Extended Support costs incurred.

12. Extended Hosting Fees. Standard hosting costs are included in the Subscription Fees. If additional hosting costs are incurred by the Company while performing Extended Support tasks as specified in section 11 above for the Customer, the additional hosting costs will be passed through as fees to the Customer.

End of document.