

# Terms of service

Access to Services is conditional upon Customer agreeing to these terms of service (“**Terms**”), which are provided by Eptura, and all other terms referenced herein. Acceptance of these Terms is evidenced by the signing of an Order by Customer or use of the Services. Use of the Services following expiry of any existing Order will be governed by these Terms.

## 1. DEFINITIONS

- 1.1 “**AI Functionality**” means any artificial intelligence or machine learning models, applications or interfaces.
- 1.2 “**Acceptable Use Policy**” means the acceptable use policy at <https://eptura.com/terms/acceptable-use-policy/>
- 1.3 “**Affiliate**” means any entity which directly or indirectly Controls, is Controlled by, or is under common Control by either Party.
- 1.4 “**Consulting Services**” means any services designated by Eptura as being consulting services and which, for the avoidance of doubt, excludes any Subscription Services and Professional Services.
- 1.5 “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.6 “**Customer**” means the party which has placed an Order or the end user of the Services.
- 1.7 “**Customer Data**” means all content and information uploaded, posted, submitted, published or transmitted by Customer in connection with use of the Subscription Services but, for the avoidance of doubt, excludes Sensitive Data.
- 1.8 “**DPA**” means the data protection addendum available at <https://www.eptura.com/terms/dpa>
- 1.9 “**Documentation**” means written or electronic explanatory materials, such as user manuals, training manuals, specifications regarding use of the Services that are published by Eptura and which may be revised by Eptura from time to time.
- 1.10 “**Eptura**” means the Eptura entity identified on the relevant Order.
- 1.11 “**Fees**” means the fees payable by Customer as specified in each Order or statement of work.
- 1.12 “**Hardware**” means the Eptura hardware products sold by Eptura to Customer as set out in the Order.
- 1.13 “**Hardware Addendum**” means the hardware addendum available at <https://eptura.com/terms/hardware/>.
- 1.14 “**Initial Term**” means the initial period for Services, as specified in the Order.
- 1.15 “**Law(s)**” means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a Party, the Services and the use thereof, in connection with these Terms.
- 1.16 “**Order**” means an ordering document that specifies the Services purchased by (i) Customer or its Affiliates from Eptura; or (ii) Customer or its Affiliates from an authorized Eptura partner. If multiple Orders are executed each such Order will form a separate contract between the Parties.
- 1.17 “**Overage**” means units or quantities which are in excess of the initial contracted amounts in the Order.
- 1.18 “**Party**” means a Party to these Terms, and “**Parties**” shall be construed accordingly.
- 1.19 “**Professional Services**” means any services other than the Subscription Services or Support Services to be provided by Eptura as more particularly described in an Order or statement of work.
- 1.20 “**Reporting Services**” means any services provided by Eptura which provide analysis, analytics, reporting or similar services for Customer and its Users.
- 1.21 “**Sensitive Data**” means an (i) individual’s government-issued identification number (including Social Security number (or equivalent), driver’s license number, or state-issued identification number); (ii) sexual preference or activities, marital status, nationality, racial or ethnic origin; (iii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual’s financial account; (iv) religious or philosophical beliefs or affiliations, political party membership, or labor or trade union membership; or (v) biometric, genetic, health, medical, or medical insurance data.
- 1.22 “**Services**” means, collectively, the Consulting Services, Subscription Services and Professional Services provided by Eptura to Customer under the applicable Order.
- 1.23 “**SLA**” means the service level addendum available at <https://www.eptura.com/terms/sla>.
- 1.24 “**Subscription Services**” means Eptura’s software-as-a-service subscription service, including the Reporting Services, as more specifically identified in an Order.
- 1.25 “**Subscription Term**” means the period during which the Subscription Services will be provided as set out in each Order, including the Initial Term and any Renewal Terms.
- 1.26 “**U.K.**” means the United Kingdom.
- 1.27 “**U.S.**” means the United States of America.
- 1.28 “**User**” means any party who accesses and uses the Subscription Services being provided to the Customer.

## 2. SERVICES

2.1 Access Rights. Subject to these Terms, Eptura grants to Customer and its Affiliates during the Subscription Term a worldwide, non-exclusive, non-transferable (except as expressly permitted in Section 14.5) right to access and use the Subscription Services solely for Customer’s internal business purposes and only in accordance with the applicable Documentation and the Order. Customer agrees that Customer’s purchase in the Order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Eptura regarding future functionality or features.

2.2 Acceptable Use. Customer shall comply with and shall ensure its Users comply with the Acceptable Use Policy.

2.3 Users. Eptura is not responsible for any harm arising from any acts or omissions of any Users, or any individuals who were not authorized to access the Subscription Services but who were able to gain access for any reason other than the gross negligence of Eptura. Customer will notify Eptura immediately of any actual or suspected unauthorized access to the Subscription Services at [privacy@eptura.com](mailto:privacy@eptura.com).

2.4 Professional Services. In the event that Customer elects to have Eptura perform Professional Services, the Parties will enter into a statement of work governing the provision of such Professional Services. Eptura shall perform such Professional Services (i) in a professional and workmanlike manner and (ii) in accordance with the terms and conditions set out in the statement of work. If Customer does not reasonably believe that Eptura has performed its obligations as required under this Section then Customer must notify Eptura of this within thirty (30) days of completion of the affected Professional Services. Customer’s exclusive remedy arising out of a failure to provide the Professional Services in accordance with this Section is limited to the re-performance of the Professional Service, or if re-performance is not commercially reasonable (in the sole opinion of Eptura), termination as provided by Section 13.2(a). Any changes to the Professional Services will not be effective unless mutually agreed upon in writing. Customer will provide (as relevant) assistance, cooperation, key

role positions, and resources reasonably necessary to enable Eptura to perform the Professional Services. Customer acknowledges that Eptura's ability to provide Professional Services as described in the statement of work may be affected if Customer does not meet its responsibilities as set out in the applicable statement of work.

**2.5 Consulting Services.** All Consulting Services shall be subject to the additional terms at found at <https://eptura.com/terms/consulting>.

**2.6 Affiliates.** Customer and/or Customer's Affiliates may purchase Services through an Order. In such event, (i) Customer Affiliate executing the Order will, for the purposes of such Order, be considered "Customer" as that term is used in these Terms, and (ii) all Orders will be governed by these Terms regarding Customer's and its Affiliate's access and use of the Services and the Order will include a statement to this effect which shall be signed by the relevant Affiliate. For clarity, Eptura will not be obligated to provide any Services to Customer, or its Affiliate(s) until Eptura receives a valid Order for such Services.

**2.7 Changes to the Subscription Service.** Eptura may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality, by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Customer's use of the Subscription Services.

**3. SERVICE LEVELS.** Service levels of the Subscription Services shall be governed by the terms of the SLA.

**4. HARDWARE.** The sale and purchase of the Hardware shall be governed by the the terms of the Hardware Addendum.

**5. REPORTING SERVICES .** Customer acknowledges and agrees that the Reporting Services generate outputs based upon information provided by Customer and its Users and/or arising from their use of Subscription Services and so the accuracy or reliability of the Reporting Services is reliant upon the information provided. EPTURA MAKES NO WARRANTY OR REPRESENTATION AS TO THE RELIABILITY OR ACCURACY OF THE OUTPUTS GENERATED BY THE REPORTING SERVICES AND THESE SHOULD BE USED FOR INFORMATION PURPOSES ONLY. Where Reporting Services include AI Functionality (which will be specified in the Documentation), Customer further acknowledges and agrees that such AI Functionality is not a substitute for human oversight or judgement.

## 6. PAYMENT AND TAXES

**6.1 Payment Terms.** All Fees (i) shall be paid within the time periods and in the currency specified in the Order without setoff or any deductions, (ii) cannot be decreased during the then-current Subscription Term; and (iii) are non-refundable.

**6.2 Payment Details.** Customer is responsible for providing complete and accurate invoicing details and primary contact information to Eptura and notifying Eptura of any changes to such information. Where a purchase order number is given by Customer, Eptura shall include such purchase order number on the invoice. If Customer fails to provide or provides an incorrect purchase order number then it shall not be relieved of its obligation to pay the relevant Fees.

**6.3 Taxes.** Customer is responsible for paying any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, goods- and-services tax or excise (collectively, "Taxes"). All Taxes payable by Customer will be added to the total price of each invoice issued by Eptura to Customer. To exempt any purchase from Taxes, Customer must furnish evidence of a certificate of exemption or similar document in a form satisfactory to Eptura. Customer is not responsible for paying income taxes levied on Eptura. If Eptura has a legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Eptura with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by Law to account for or pay any withholding for any tax, duty, or other charge in respect of any invoice issued by the Eptura ("WHT"), Customer will (i) gross up the amount payable under the invoice to apply the rate of WHT so that, after payment of any WHT, the net amount received by Eptura from Customer will be equal to the actual amount payable under the invoice; (ii) pay the WHT to the relevant taxing or other governmental authority; and (iii) promptly provide evidence of such payment. Customer shall indemnify, and hold Eptura and its Affiliates harmless from and against third party claims, damages, losses, liabilities, costs and expenses arising from non-payment of any WHT.

**6.4 Overage.** Eptura will monitor the average number of Users for the Subscription Services over rolling three-month periods during the Subscription Term. If Overage is identified, Eptura shall notify Customer and issue an invoice for the Overage. Overage Fees shall be calculated as 1.4x the relevant unit price in the then current Order.

**6.5 Late Payment.** Where any undisputed payment that is not received by the due date may accrue late charges at the rate of 1.5% per month or the highest rate permitted by Law, whichever is lower, plus any and all collection costs. Eptura reserves the right to demand settlement of all overdue invoices before accepting additional Orders from Customer or its Affiliates or require payment of additional Orders prior to implementation. If Customer is delinquent on any undisputed late payment obligations for more than thirty (30) days following written notice of such late payment; Eptura may (without limiting any other rights or remedies available to it) accelerate Customer's obligation to pay all other Fees (if any) for the remainder of the Subscription Term such that those Fees become immediately due and payable. For the purposes of this Section, if Customer in good faith disputes any of the amounts set forth in any invoice rendered by Eptura hereunder, Customer shall notify Eptura in writing within ten (10) days following Customer's receipt of the invoice, which notice shall include a written statement of the basis of the dispute in reasonable detail and engage in good faith with Eptura to resolve the dispute.

**6.6 Suspension.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in these Terms, Eptura reserves the right to suspend provision of the Services: (a) if any Fees are thirty (30) days or more overdue (and are not otherwise subject to a dispute, in the terms specified in Section 6.5), until such time as all outstanding Fee obligations are paid in full; (b) if Eptura deems such suspension necessary as a result of Customer's breach of the Acceptable Use Policy; (c) if Eptura reasonably determines suspension is necessary to avoid material harm to Eptura or its customers, including if the Subscription Service is experiencing denial of service attacks, hacking, or other attacks or disruptions outside of Eptura's control; or (d) as required by Law or at the request of governmental entities

## 7. PROPRIETARY RIGHTS.

**7.1 Retained Rights.** Subject to the limited rights expressly granted hereunder, Eptura and its licensors reserve all of their right, title and interest in and to the Subscription Services including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set out herein.

**7.2 Customer Data.** As between the Parties, Customer retains all right, title, and interest to the Customer Data. Customer grants Eptura a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use Customer Data solely as necessary to perform the Subscription Services. Customer represents and warrants that it has the right and authority to provide Eptura with Customer Data for use in connection with the Subscription Services which includes, for the avoidance of doubt, all authorizations and consents necessary to enable Customer to upload, submit, post, publish or transmit Customer Data to the Services without violating any laws or rights of any third parties. For the avoidance of doubt, Eptura shall have no liability for any third-party services (including artificial intelligence) which are utilized by Customer to generate and/or upload, submit, post, publish or transmit Customer Data to the Services.

**7.3 Feedback.** Customer acknowledges that Eptura may utilize Customer suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Customer so long as such Feedback does not identify Customer, or any Customer provided Customer Data. No compensation will be paid with respect to Eptura's use of Feedback. Eptura will own all right, title, and interest, including all related intellectual property rights in any Feedback provided by Customer.

**7.4 Aggregate Data.** The Parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Customer ("Aggregated Data"), and Eptura will be free (during and after the term hereof) to (i) use Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Eptura offerings, (ii) disclose Aggregated Data solely in aggregate or other anonymized, unidentifiable form in connection with its business; and (iii) where Customer has purchased Services which require the use of AI Functionality, use Aggregated Data to develop, train or enhance such AI Functionality provided that, for the avoidance of doubt, the Aggregated Data does not include Personal Data (as defined in the DPA) and the Aggregated Data is not used in respect of the provision of Services to any other customers or disclosed to any other third parties outside of the terms of this Section 7.4.

## 8. CONFIDENTIALITY AND DATA PRIVACY.

**8.1 Confidential Information.** The term "Confidential Information" means Customer Data, internal policies and procedures of a Party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either Party ("Disclosing Party") to the other Party ("Receiving Party"), whether such information is disclosed before or after the date of the Order. Confidential Information excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set out in these Terms, the Receiving Party will not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except for the purpose of exercising its rights or performing its obligations under these Terms. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set out in these Terms and Receiving Party will be responsible for any

unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by Law so long as the Receiving Party gives the Disclosing Party (to the extent legally permissible) prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. Eptura may disclose the agreement between the Parties to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party will promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

**8.2 Return of Confidential Information.** Upon Disclosing Party's written request, Receiving Party will return or destroy all Confidential Information. However, Receiving Party is permitted to retain copies of the Confidential Information for archival, audit, disaster recovery, legal and/or regulatory purposes, and Receiving Party will not be required to purge Confidential Information from the electronic back-up files of its computer systems, on condition that any Confidential Information so retained will remain subject to the obligations and restrictions set out in these Terms.

**8.3 Injunctive Relief.** The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information of the Disclosing Party may result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to: (a) show any actual damage or irreparable harm; (b) prove the inadequacy of its legal remedies; or (c) post any bond or other security.

**9. DATA SECURITY AND PROCESSING.** Eptura has in place security measures in relation to the provision of Services which are more particularly set out in the DPA. If applicable, Eptura will process Customer Data in accordance with the DPA.

**10. REPRESENTATIONS.** Each Party represents and warrants that: (a) it has the full corporate right, power, and authority to enter into and perform its obligations and grant the licenses it grants or is required to grant under these Terms; (b) the execution of an Order by its representative whose signature is set out on the Order has been duly authorized by all necessary corporate or organizational action of such Party, and (c) when an Order is executed, the applicable Order will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

## 11. INDEMNIFICATION AND PROCEDURES

**11.1 Eptura Indemnification.** Eptura will defend, indemnify, and hold Customer and its Affiliates harmless from and against third party claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) (collectively, "**Claim(s)**") arising out of or relating to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of Eptura's gross negligence, willful misconduct or fraud.

**11.2** Eptura will have no obligation under Section 11.1 for any Claim to the extent arising out of or is based upon: (i) Customer's use of the Services not in compliance with these Terms, Order, or the Documentation; (ii) Customer's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by Eptura (unless expressly permitted by the Documentation) without Eptura's prior written authorization; or (iii) Customer Data provided to Eptura.

**11.3** In the event an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in Eptura's reasonable opinion, Eptura may, at its sole option and expense: (x) procure for Customer the right to continue to use the Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Subscription Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are Eptura's only obligations and liability, and Customer's exclusive remedy, in respect of any infringement or misappropriation Claim.

**11.4 Customer Indemnification.** Customer will defend, indemnify, and hold Eptura, its Affiliates, suppliers, and licensors harmless from and against any Claims arising out of or relating to: (a) Customer Data provided to Eptura; (b) breach of the Acceptable Use Policy; or (c) Customer's gross negligence, willful misconduct, or fraud.

**11.5 Indemnification Procedures** The Party seeking indemnification (the "**Indemnified Party**") hereunder shall promptly notify the other Party (the "**Indemnifying Party**") in writing of any Claim and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same. The Indemnifying Party shall not settle any Claim in a manner that adversely affects the rights of the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party's failure to perform any obligations under this Section shall not relieve the Indemnifying Party of its obligations under this Section except to the extent that the Indemnifying Party has been prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense.

## 12. LIMITATION OF LIABILITY AND DISCLAIMER

**12.1 Limitation of liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES BE LIABLE FOR (I) PURE ECONOMIC LOSS OR LOSS OF REVENUE OR PROFITS; LOSS OF USE OR DAMAGE TO DATA; COST TO PROCURE SUBSTITUTE SERVICES; LOSS OR DEPLETION OF GOODWILL; OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO EPTURA HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE LIMITATION IN SECTION 12.1(I) SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR CUSTOMER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THE APPLICABLE ORDER.

**12.2 Disclaimer:** EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THESE TERMS, EPTURA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. EPTURA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EPTURA SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY OR DEATH (EXCEPT WHERE ARISING FROM NEGLIGENCE) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF EPTURA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 13. TERM AND TERMINATION

**13.1 Order Term.** Each Order will set out the applicable term during which the Services will be provided to Customer. Unless otherwise provided in an Order, upon expiration of the Initial Term or any Renewal Term, the Subscription Services will automatically renew for additional one (1) year periods (each a "**Renewal Term**"). Each Party must provide at least sixty (60) days' written notice if it intends for the Subscription Services to expire at the end of the then-current Subscription Term.

**13.2 Termination.** Either Party may terminate any Order immediately upon written notice if the other Party (a) materially breaches any obligations under these Terms or an Order and fails to cure the breach within thirty (30) days after receiving written notice to do so; or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Any material breach notice by the terminating Party shall expressly state all the reasons for the claimed breach in sufficient detail to provide the other Party the opportunity to cure the alleged breach.

**13.3 Effects of Termination.** Upon termination or expiration of the applicable Order, Customer's use of the Subscription Services shall cease. Termination of an Order will not relieve Customer of any liability accrued prior to the date of termination (including payment of Fees). In addition, if an Order is terminated by Customer for any reason other than that in Section 13.2(a), Customer will remain responsible for any Fees (which shall become due for payment immediately), regardless of whether such amounts have been invoiced or are payable at the time of such termination. Upon Customer's termination of an Order under Section 13.2(a), Eptura will refund to Customer any unused, prepaid fees covering the remainder of the term of the applicable Order. Termination of an Order will not affect the Parties' rights and obligations under any other Order, and all other Orders will remain in full force and effect unless and until terminated in accordance with their terms.

**13.4 Survival.** If these Terms are terminated for any reason, all remedies for breach, rights to accrued payments and Sections 1 (Definitions), 6.1 (Payment Terms), 7.3 (Feedback), 8 (Confidentiality and Data Privacy), 11 (Indemnification), 12 (Limitation of Liability), 13.3 (Effects of Termination), 14 (General Terms) will survive termination or expiration of these Terms.

## 14. GENERAL TERMS

- 14.1 **Waiver and Severability.** No failure or delay by either Party in exercising any right under these Terms will constitute a waiver of that right. All waivers must be in writing and signed by the Party granting the waiver. The waiver by a Party of any of its rights or remedies in a particular instance will not operate as a waiver of any subsequent event or breach by the other Party. If any provision of these Terms is deemed invalid, illegal or unenforceable, that provision will be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision. The remainder of these Terms will remain valid and enforceable in accordance with its terms.
- 14.2 **Subcontractors.** Eptura reserves the right to use subcontractors (who are under a covenant of confidentiality with Eptura), including, but not limited to, offshore subcontractors to assist with Services, including, without limitation, data migration, configuration, and implementation processes. Eptura will be and remain fully responsible for the acts and omissions of subcontractors to the same extent as its own employees.
- 14.3 **Account Access.** Customer acknowledges that, in some cases when Customer requests support, it is necessary for Eptura to be given access to Customer's account in order to diagnose and resolve issues. When Customer contacts Eptura for support, it acknowledges that it is providing consent to Eptura to access Customer's account.
- 14.4 **Force Majeure.** Neither Party will be liable for any failure to perform due to circumstances beyond its reasonable control, including without limitation, acts of God; acts of government; natural disasters; fire; civil unrest; acts of terror; pandemic; labor problems (other than those involving such Party's employees); Internet or telecommunications service provider failures; or cyberattacks. A force majeure event will not include a Party's financial inability to perform its obligations. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.
- 14.5 **Assignment.** Neither Party may transfer or assign any of its rights or delegate any of its obligations under these Terms, in whole or in part and including any transfers by operation of law, without the prior written consent of the other Party. However, either Party may transfer or assign its obligations under these Terms in their entirety without the consent of the other Party to an Affiliate or in connection with a merger, acquisition, and corporate reorganization, sale of all or substantially all of its assets or a similar transaction. Where there is a legal requirement for consent of each Party in order to allow any such assignment or transfer, the Parties agree to provide such consent (including, where required, entering into an assignment or transfer agreement). Any attempted assignment or transfer in violation of this Section will be null and void. These Terms will be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.
- 14.6 **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party will have authority to contract for or bind the other Party in any manner whatsoever.
- 14.7 **Publicity.** Eptura may identify Customer as a customer of Eptura on Eptura's website as well as within any written and/or electronic marketing material relating to Eptura's products and/or services.
- 14.8 **Third-Party Beneficiaries.** These Terms are for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or will confer upon any other party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 14.9 **Compliance with Laws.** Each Party will comply with all Laws in the performance of its obligations under any Order and these Terms, including (without limitation) those relating to U.S., U.K. and international sanctions and embargoes.
- 14.10 **Export Compliance.** Services may be subject to export laws and regulations. Each of Eptura and Customer represent that they are not included on any denied party list or list with analogous effect in the U.S., U.K., European Union or Australia. Customer undertakes that it will not permit any Users in any country subject to sanctions or embargoes by the U.S., U.K., European Union or Australia or in violation.
- 14.11 **Governing Law.** All matters arising out of or relating to an Order, these Terms, or a statement of work and any dispute or claim arising out of or in connection with them or their subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the domestic law of Eptura. Each party irrevocably agrees that the courts of Eptura's domestic jurisdiction shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with all matters arising out of or relating to an Order or these Terms or their subject matter or formation (including non-contractual disputes or claims). For Customers contracting with Eptura, Inc. the governing law shall be New York and the courts of the state of New York shall have exclusive jurisdiction.
- 14.12 **Dispute Resolution.** If a dispute should arise between the Parties relating to these Terms or any Order, the Parties shall promptly hold a meeting, attended by persons with decision-making authority regarding the dispute, in an attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by either Party hereto of any remedies to which such Party would otherwise be entitled. If the dispute is not resolved within thirty (30) days after the commencement of negotiations, or if no negotiations are commenced within sixty (60) days after one Party notifies the other Party of such dispute, then such dispute may be resolved by formal legal actions. The foregoing process will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled.
- 14.13 **Notices.** Any notice required or permitted to be given will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate Party at the address set out on Order and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 14.13. Notices are deemed given two (2) business days following the date of mailing or one business day following delivery to a courier.
- 14.14 **U.S. Government End Users.** As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulations Supplement ("DFARS") section 252.227-7014(a)(1) and DFARS section 252.227-7014(a)(5) or otherwise, all Services provided in connection with these Terms are "commercial items," "commercial computer software," and/or "commercial computer software documentation". Any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.
- 14.15 **Entire Agreement and Amendments.** These Terms, including the Order(s) and any statement(s) of work, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, and discussions and understandings, written or oral, with respect to such subject matter. Any change to these Terms will not have effect prior to the next Renewal date unless agreed in writing by both Parties. These Terms shall take precedence over any conflicting terms in Customer-provided purchase or procurement documentation. Any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the applicable Order, (b) the applicable statement of work, (c) these Terms and (d) the Documentation. The titles and headings are for reference purposes only and will not in any way affect the meaning or interpretation of these Terms.

Version May 2024

# Acceptable Use Policy

This acceptable use policy ("Acceptable Use Policy") applies to use of all Services. All defined terms shall have the meaning set out at [www.eptura.com/terms/tos](http://www.eptura.com/terms/tos) unless otherwise stated.

**Acceptable Use.** During the Subscription Term, Customer (a) shall be solely responsible for the integrity, accuracy, legality, and quality of the Customer Data; (b) shall be responsible for procuring any necessary consents or having other legal basis to upload and store Customer Data in the Subscription Services; (c) shall be responsible for ensuring that its internet connections and hardware are compatible with the Subscription Services as set out in the relevant Documentation; (d) shall not upload any data in the Subscription Services that it knows or has reason to know: (i) infringes another's intellectual property rights, or (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; (e) shall not: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Subscription Services, (ii) use the Subscription Service to send unsolicited messages (commercial or otherwise), and/or (iii) provide data to be transmitted in the Subscription Services which is defamatory, libelous, obscene, pornographic, threatening, defamatory, or is otherwise harmful; and/or promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; (f) acknowledges that it is responsible for implementing and maintaining reasonable security precautions in connection with its use of the Subscription Services; and (g) agrees to (i) identify and authenticate all Users, (ii) approve access by such Users to the Subscription Services; and (iii) promptly deactivate access to terminated personnel or known unauthorized personnel.

**Use Restrictions.** Customer will not and will not permit any of its Users to: (a) modify, copy or create any derivative works based on the Services; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Services available to any third party, other than to Users as permitted herein; (c) export, re-export, transfer, sell or supply, directly or indirectly, of any Services without prior written authorization by Eptura; (d) reverse engineer or decompile any portion of the Services; (e) access the Services or use any Documentation in order to build a similar product or competitive product; (f) copy any features, functions, integrations, interfaces or graphics of the Services; (g) submit any infringing or otherwise unlawful or tortious material to the Service, including material that violates privacy rights; (h) intentionally interfere with or disrupt the integrity or performance of the Service; (i) circumvent or disable any security or features of the Subscription Services, or attempt to probe, scan, gain access to, or test the vulnerability of Eptura's network and/or Subscription Services or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by Eptura to provide the Services; (j) frame or mirror any portion of the Services; (k) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Services; (l) engage in any conduct that is likely to result in Services being the target of a denial of service (DoS) attack, or interfere with or disrupt the integrity or performance of the Services or any related data; (m) remove any copyright notices, trademarks and any other proprietary marks of Eptura, its Affiliates and its suppliers from any Documentation or Services; (n) upload, transmit or store any Sensitive Data through the Subscription Services; or (o) use any AI Functionality or any third party artificial intelligence product/functionality/model/application which interoperates with any Services for: (i) making a decision with legal effect or which will affect the health or safety of any individual; (ii) predicting Personal Data (including sensitive Personal Data); (iii) any deceptive or misleading activities; or (iv) any other activity which is in breach of Laws.

# Consulting Terms

1. These terms ("Consulting Terms") apply, in addition to the Eptura terms of service (located at <https://eptura.com/terms/tos>) where Customer is purchasing Consulting Services from Eptura.
2. Any defined terms in these Consulting Terms shall have the meaning given to them in the Terms.
3. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the applicable Order, (b) the applicable statement of work, (c) these Consulting Terms; (d) the Terms; and (e) the Documentation.
4. By entering into an Order including Consulting Services, Customer is agreeing to be bound by these Consulting Terms.
5. Eptura agrees to perform the Consulting Services in a professional and workmanlike manner.
6. All Fees for the Consulting Services shall be paid in accordance with the Order.
7. Where Eptura is required to process any Customer Data as part of the Consulting Services, such processing shall be governed by the terms of the DPA.
8. Subject to the terms of the Terms and these Consulting Terms, Eptura grants to Customer a limited, revocable, non-exclusive, non-transferable right to access and use all Deliverables for Customer's internal business purposes (including in respect of any other Services purchased by Customer).
9. Subject to payment of all Fees relating to the Consulting Services, rights of ownership to all reports and other deliverables prepared for and provided to Customer by Eptura in connection with the Consulting Services ("Deliverables") shall vest with Customer EXCEPT THAT Eptura retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services ("Eptura Proprietary Information"). If any Deliverable includes Eptura Proprietary Information, Eptura hereby grants Customer non-exclusive, non-transferable right to access and use such Eptura Proprietary Information as part of the Deliverables for Customer's internal business purposes only.
10. Other than for the limited purposes described in Section 9, Customer agrees that it shall not permit any other party to access or copy the Deliverables or the Eptura Proprietary Information. Customer agrees to indemnify and hold Eptura and its Affiliates harmless: (i) in respect of any breach of this Section by Customer; and (ii) from any Claims arising from breach of this Section by Customer.
11. Time shall not be of the essence in respect of providing the Deliverables to Customer. Customer acknowledges and agrees that for Eptura to provide the Consulting Services, Eptura is reliant upon Customer's co-operation and engagement (including, but not limited to, providing any relevant information or data, making relevant personnel available and performing any actions or responsibilities agreed between Eptura and Customer). Delays in the performance of these responsibilities may result in additional cost and/or delay the completion of the Consulting Services and may result in an increase in Fees.
12. In providing the Consulting Services and any Deliverables, the parties agree and acknowledge that Eptura shall not provide or be deemed to provide any legal, tax, financial, investment or accounting advice or any other advice of a regulated nature.
13. Eptura does not provide any warranty, representation or guarantee as to the accuracy or effectiveness of any recommendation made in the Consulting Services or within the Deliverables. Customer agrees that it shall be solely responsible and liable for decisions made by it. Eptura is under no obligation to update, maintain or correct any Deliverables following completion of the Consulting Services.

# Data Processing Addendum

This Data Processing Addendum (including its Exhibits) ("**Addendum**") forms part of and is subject to the terms and conditions of the Order (including the terms governing such Order) (the "**Agreement**") between Eptura and the Customer that executed the Agreement ("**Customer**") acting on its own behalf and for any Customer Affiliate, and is hereby incorporated by reference.

This Addendum replaces, in its entirety, any existing agreement, addendum, schedule, exhibit agreement or other document governing the processing and protection of Customer Personal Data in relation to the Services.

Defined terms used but not otherwise defined in this Addendum have the meanings given in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

This Addendum reflects the parties' commitment to abide by Data Protection Laws concerning the Processing of Customer Personal Data in connection with the Services in the Agreement. If and to the extent language in this Addendum conflicts with the Agreement, this Addendum shall control.

This Addendum will become legally binding upon the effective date of the Agreement or upon the date that the parties sign this Addendum if it is completed after the effective date of the Agreement.

## 1. Definitions.

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

- a) "**Customer Personal Data**" means Personal Data which is owned or controlled by the Customer, and which is provided by or on behalf of the Customer to Eptura in connection with the Services.
- b) "**Contracted Processor**" means Eptura or a Subprocessor.
- c) "**Controller**" means the entity which determines the purposes and means of the Processing of Customer Personal Data.
- d) "**Data Protection Laws**" means all laws and regulations that are applicable to the Processing of Customer Personal Data in connection with the provision of the Services under the Agreement. "Data Protection Laws" may include, but not limited to, the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), Cal. Civ. Code § 1798.100 et seq., and its implementing regulations (collectively the "CCPA/CPRA"); the EU General Data Protection Regulation 2016/679 ("**GDPR**") and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation ("**UK GDPR**"); and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).
- e) "**Data Subject**" has the meaning given in Data Protection Laws.
- f) "**Personal Data**" means any information that has been provided by or on behalf of Customer for use in the Services that relates to an identified or identifiable person.
- g) "**Process**" or "**Processing**" means any operation or set of operations which is performed on Customer Personal Data or sets of Customer Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- h) "**Processor**" means the entity which Processes Customer Personal Data on behalf of the Controller.
- i) "**Security Incident(s)**" means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data. A Security Incident shall not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- j) "**Sensitive Data**" means an (i) individual's government-issued identification number (including Social Security number (or equivalent), driver's license number, or state-issued identification number); (ii) sexual preference or activities, marital status, nationality, racial or ethnic origin; (iii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account; (iv) religious or philosophical beliefs or affiliations, political party membership, or labor or trade union membership; or (v) biometric, genetic, health, medical, or medical insurance data.
- k) "**Services**" means the services that Eptura performs under the Agreement.
- l) "**Standard Contractual Clauses**" (incorporated herein by reference) refers to: the "2021 Standard Contractual Clauses," defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 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, available at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj) (as amended and updated from time to time).
- m) "**Subprocessor(s)**" means Eptura's authorized vendors and third-party service providers that Process Customer Personal Data.
- n) "**Supervisory Authority**" means an independent public authority established pursuant to Data Protection Laws to supervise compliance with Data Protection Laws

## 2. Data Use and Processing.

a) Roles of the Parties. The Parties acknowledge and agree that (i) where Customer is a Controller, Eptura is the Processor, and (ii) where Customer is a Processor, Eptura is a Subprocessor to Customer. Furthermore, where the CCPA/CPRA applies to Eptura's Processing of Customer Personal Data, the parties acknowledge and agree that Customer is a Business, as that term is defined within CCPA/CPRA and its implementing regulations, and that Eptura is Customer's Service Provider, as that term is defined within the CCPA/CPRA and its implementing regulations.

b) Documented Instructions. Customer instructs Eptura to Process Customer Personal Data in order to enable it to provide the Services and Customer to receive the Services in accordance with the Agreement, this Addendum and any applicable statement of work. The subject matter of the Processing is the use by the Customer and any of its end users of the Services. The categories of Data Subject are users of the Services and occupants of premises where the Services are used and so may include employees and visitors of Customer. Eptura will ensure that any transfer of Customer Personal Data out of the EEA and/or the United Kingdom is carried out in accordance with Data Protection Laws, using a lawful transfer mechanism. Customer will ensure that Eptura's Processing of Customer Personal Data, when done in accordance with the Customer's instructions, will not cause Eptura to violate any applicable law or regulation, including applicable Data Protection Laws. Customer shall have the sole responsibility for the accuracy, quality, and legality of Customer Personal Data, all necessary consents, processes and notices required in order to enable lawful transfer of Customer Personal Data to Eptura under the Agreement and this Addendum, and the means by which Customer acquired the Personal Data. The duration for which the Eptura will Process Customer Personal Data is the duration of the Agreement plus any applicable retention periods in this Addendum. Eptura will, unless legally prohibited from doing so, inform Customer in writing if it reasonably believes that there is a conflict between Customer's instructions and applicable Data Protection Laws. Where Customer requires (i) their product tenant to be a shared tenant as between Customer and its Affiliates; and (ii) administrators and contacts are designated as "global", Customer acknowledges and agrees (and is deemed to provide any instruction to Eptura which is required under Data Protection Laws) that Customer Personal Data will be shared between Customer and each of its Affiliates who are part of the shared tenancy.

c) Sale of Personal Data. Eptura shall not sell Customer Personal Data.

d) Authorization to Use Subprocessors. To the extent necessary to fulfill Eptura's contractual obligations under the Agreement, Customer hereby authorizes Eptura to engage Subprocessors. Eptura's current list of Subprocessors for the applicable Services is available at [www.eptura.com/subprocessors](http://www.eptura.com/subprocessors) (the "**Subprocessor List**"). Customer agrees to the appointment of those Subprocessors listed in the Subprocessor List. Eptura agrees that it shall not transfer Personal Data to any entities not named on the Subprocessor List.

e) Eptura and Subprocessor Compliance. Eptura agrees to (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Customer Personal Data that imposes on such Subprocessors data protection requirements for Customer Personal Data that are consistent with this Addendum; and (ii) remain responsible for the acts and omissions of its Subprocessors to the same extent Eptura would be liable if performing Services of each Subprocessor directly under the terms of this Addendum.

f) Right to Object to Subprocessors. Eptura will, at least 15 days prior to appointing any new Subprocessor, notify Customer of its intent to engage any new Subprocessors by updating the Subprocessor List and notifying Customer by e-mail to the e-mail address(es) provided in the Order for the Services or otherwise to Eptura in the purchasing of the Services. Customer may object to Eptura's use of the new Subprocessor by notifying Eptura promptly in writing 15 days of receipt of Eptura's notice. If Customer does not object to the engagement of the new Subprocessor in accordance with this Section, the new Subprocessor will be deemed accepted for the purposes of this Addendum. If Customer objects to Eptura's appointment or replacement of a Subprocessor based on reasonable grounds relating to data protection, it shall notify Eptura in writing detailing such objection prior to the appointment or replacement of the Subprocessor. In such event, Eptura will use reasonable efforts to provide the Services to Customer in accordance with the Agreement without using the Sub-processor. If Eptura reasonably requires use of the Subprocessor and is unable to satisfy Customer as to the suitability of the Subprocessor within thirty (30) days of Customer's objection, Customer may elect to terminate only the part of the Services or Order(s) which cannot be provided by Eptura without the use of the objected-to Subprocessor.

g) Confidentiality. Eptura shall ensure that its personnel and those of its Affiliates engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Customer Personal Data and have executed written confidentiality agreements.

h) Data Protection Impact Assessment and Prior Consultation. Eptura shall provide reasonable assistance to Customer with any data protection impact assessments (at Customer's expense only if such reasonable cooperation will require Eptura to assign significant resources to that effort) and prior consultations with any Supervisory Authority or other competent data privacy authorities to the extent required by applicable Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data, and taking into account the nature of the Processing and information available to Eptura.

i) Sharing between Customer and Affiliates. Where Customer requires (i) their product tenant to be a shared tenant as between Customer and its Affiliates; and (ii) administrators and contacts are designated as "global", Customer acknowledges and agrees (and is deemed to provide any instruction to Eptura which is required under Data Protection Laws) that Customer Data will be shared between Customer and each of its Affiliates who are part of the shared tenancy.

### 3. Sensitive Data

In accordance with the Acceptable Use Policy, Customer is prohibited from uploading, transmitting or storing Sensitive Data through the Subscription Services and undertakes to comply with such prohibition. Eptura shall have no liability of any kind in the event that Customer does not comply with this prohibition.

### 4. Data Subjects.

Eptura shall, to the extent permitted by Data Protection Laws, notify Customer if Eptura receives a request from a Data Subject that identifies Customer Personal Data or otherwise identifies Customer, including where the Data Subject seeks to exercise any of its rights under applicable Data Protection Laws (collectively, "**Data Subject Request**"). If Eptura receives a Data Subject Request in relation to Customer Personal Data, Eptura will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including where necessary, by using the functionality of the Services. To the extent Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, Eptura will (upon Customer's written request and taking into account the nature of the Processing) provide commercially reasonable cooperation to assist Customer in responding to Data Subject Requests.

### 5. Data Transfers.

If Customer Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Customer to Eptura in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by the Standard Contractual Clauses, or SCCs. Where the SCCs are applicable and Customer acts as a Controller of Customer Personal Data with Eptura acting as a Processor of Customer Personal Data, each party shall comply with its obligations under Module Two of the SCCs. Where the SCCs are applicable and Customer acts as a processor of Customer Personal Data with Eptura also acting as a processor of Customer Personal Data, each party shall comply with its obligations under Module Three of the SCCs. The parties agree that: (i) the optional docking clause in Clause 7 does not apply; (ii) the certification of deletion required by Clause 8.5 and Clause 16(d) of the SCCs will be provided upon Customer's written request; (iii) the measures Eptura is required to take under Clause 8.6(c) of the SCCs will only cover Eptura's impacted systems; (iv) the audit described in Clause 8.9 of the SCCs shall be carried out in accordance with Section 7 of this Addendum; (v) in Clause 9, the minimum time period for prior notice of Subprocessor changes shall be as set forth in section 2(e) of this Addendum (vi) where permitted by Data Protection Laws, Eptura may engage existing Subprocessors using European Commission Decision C(2010)593 SCCs for Controllers to Processors and such use of Subprocessors shall be deemed to comply with Clause 9 of the SCCs; (vii) in Clause 11, the optional language does not apply; (viii) the termination right contemplated by Clause 14(f) and Clause 16(c) of the SCCs will be limited to the termination of the SCCs, in which case, the corresponding Processing of Customer Personal Data affected by such termination shall be discontinued unless otherwise agreed by the parties; (ix) the information required under Clause 15.1(c) will be provided upon Customer's written request; (x) in Clause 17, the Parties shall be governed by the laws of the Republic of Ireland; (xi) in Clause 18(b), disputes will be resolved before the courts of the Republic of Ireland; (xii) Exhibit A to this Addendum contains the information required in Annex I of the SCCs; (xiii) Exhibit B to this Addendum contains the information required in Annex II of the SCCs; (xiv) to the extent any Personal Data is subject to any UK Data Privacy Laws, the SCCs are supplemented by Exhibit C; and (xv) notwithstanding anything to the contrary, Customer will reimburse Eptura for all costs and expenses incurred by Eptura in connection with the performance of Eptura's obligations under Clause 15.1(b) and Clause 15.2 of the SCCs. Each party's signature to this Addendum shall be considered a signature to the SCCs to the extent that the SCCs apply hereunder and a signature is required.

### 6. Information Security Program.

Eptura has implemented and will maintain appropriate administrative, technical, and organizational measures to protect Customer Personal Data from a Security Incident (as set out in Exhibit B), having regard to the state of technological development and the cost of implementing such measures, as well as the nature, scope, context and purposes of Processing and the likelihood and severity of harm to the interests of data subjects that may be expected to result from any such Security Incident (including, where appropriate, the measures referred to in Article 32(1) of the GDPR). Any questions about Eptura's security practices can be sent to Eptura's Security and Privacy team at [privacy@eptura.com](mailto:privacy@eptura.com).

### 7. Security Incidents.

a) Eptura will provide written notification to Customer without undue delay if it becomes aware of a Security Incident. Any such notification is not an acknowledgement of fault or responsibility. Notification shall so far as possible allow Customer to inform Data Subjects of the Security Incident under Data Protection Laws and, to the extent known by Eptura, (i) describe the nature of the Security Incident including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned; and (ii) describe the measures taken or proposed to be taken by Eptura to address the Security Incident, including, where appropriate, measures to mitigate.

b) In case of a Security Incident and prior to making any required public statement or required notice, Eptura agrees to seek approval from the Customer before any notification is made to affected data subjects or the relevant Supervisory Authorities regarding the Security Incident. Notwithstanding the preceding sentence, Customer will not be required to prejudice its obligations under Data Protection Laws.

### 8. Audits.

a) Eptura uses independent, third-party auditors to verify the adequacy of its Processing of Customer Personal Data. This audit will: (i) be performed at least annually; (ii) be performed by a qualified professional at Eptura's selection and expense; and (iii) demonstrate Eptura's compliance with prevailing data security standards applicable to the processing of Personal Data ("Report"). Upon Customer's written request, Eptura will provide Customer with an executive summary of its Report so that Customer can reasonably verify Eptura's compliance with the security obligations in this Addendum. Any provision of such Report shall be subject to reasonable confidentiality procedures.

b) If Eptura is unable to promptly provide current Reports, Customer may, upon written request, perform (at its own expense) an information security assurance audit. Any such audit shall be subject to the following conditions: (i) Customer must give a minimum thirty (30) days' notice of its intention to audit; (ii) no later than two (2) weeks prior to audit activity, a mutually agreed upon scope and timeline shall be determined; (iii) any independent auditor will be required to sign a non-disclosure agreement as is reasonably required by Eptura prior to the audit; (iv) the audit must be conducted during Eptura's normal business hours; (v) the audit must be completed as soon as reasonably practicable and in any event within three (3) business days; (vi) the right to audit includes the right to inspect but not copy or otherwise remove any records, other than those that relate specifically and exclusively to the Customer; and (vii) the audit shall not include penetration testing, vulnerability scanning, or other security tests. Customer may exercise the right to audit no more than once per twelve (12) month period; provided, however, that Customer may conduct additional audits in the event of (i) a Security Incident involving Customer Personal Data; or (ii) a request by a Supervisory Authority or any similar regulatory responsible for the enforcement of Data Protection Laws in any country or territory. Eptura and Customer shall meet and discuss any audit findings with any remediation activities and timelines to be determined by Eptura in its sole discretion.

### 9. Data Deletion.

Eptura shall make Customer Personal Data available for export by Customer upon written request made within thirty (30) days of the date of termination/expiration of the Agreement. Thereafter, Eptura will within sixty (60) days delete all Customer Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Eptura's data retention schedule), except where Eptura is required to retain copies under Data Protection Laws, in which case Eptura will protect that Customer Personal Data from any further Processing. Where Customer requests a copy of the Customer Personal Data, Eptura will comply with such request within 45 days of the date of request.

**10. Liability.**

This Addendum is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect, including any limitations and exclusions on liability contained therein which shall apply to this Addendum as if fully set forth herein. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail so far as the subject matter concerns the processing of Customer Personal Data.

**11. Miscellaneous.**

- a) This Addendum shall be governed by and construed in accordance with the law and the jurisdiction of the country or territory which governs the Agreement, except as otherwise specified in this Addendum or required by Data Protection Laws.
- b) Eptura may update the terms of this Addendum where the changes (a) are required to comply with Data Protection Laws, applicable regulation, a court order or guidance issued by a regulator or agency; or (b) do not have a material adverse impact on Customer’s rights under the Addendum. Eptura will provide thirty (30) days’ notice prior to making any material change to the provisions of this Addendum. If the updates materially impact the Customer’s use of the Services, Customer has the right to terminate the affected Services within thirty (30) days of receiving written notice of the changes.

**Exhibit A**  
**ANNEX I**

**A. LIST OF PARTIES**

**MODULE TWO: Transfer controller to processor**  
**MODULE THREE: Transfer processor to processor**

**Data exporter(s):**

<b>Name:</b>	The Customer identified in the Agreement and/or Order Form(s)/Statement(s) of Work and all Affiliates of Customer
<b>Address:</b>	Customer’s address, as identified in the Agreement and/or Order Form(s)/Statement(s) of Work
<b>Contact Person:</b>	Customer’s email address, as identified in the Agreement and/or Order Form(s)/Statement(s) of Work
<b>Activities Relevant to Transferred Data:</b>	Purchase of Services from Eptura
<b>Role:</b>	Controller (Module Two); Processor (Module Three)

**Data importer(s):**

<b>Name:</b>	The Eptura entity identified in the Agreement and/or Order(s)/Statement(s) of Work and all Affiliates of Eptura
<b>Address:</b>	Eptura’s address, as identified in the Agreement and/or Order(s)/Statement(s) of Work
<b>Contact Person:</b>	privacy@eptura.com
<b>Activities Relevant to Transferred Data:</b>	Eptura is a provider of enterprise cloud workspace and asset management solutions, which Processes Personal Data upon the instructions of the Data Exporter in accordance with the terms of the Agreement and Addendum.
<b>Role:</b>	Processor

**B. DESCRIPTION OF TRANSFER**

**MODULE TWO: Transfer controller to processor**  
**MODULE THREE: Transfer processor to processor**

<b>Subject Matter of the Processing:</b>	The subject matter of the Processing of Personal Data by Eptura is the provision of Services to Data Exporter pursuant to the Agreement.
<b>Nature and Purpose of Processing:</b>	The Processing is related to the provision of SaaS solutions to the Customer, as further detailed within the Agreement, and Eptura and its Subprocessors will perform such acts of Processing of Personal Data as are necessary to provide those Services according to Data Exporter’s instructions, including but not limited to the transmission, storage, and other Processing of Personal Data submitted to the Services.
<b>Duration of Processing:</b>	Eptura will process Personal Data on behalf of the Data Exporter until Data Exporter ceases use of the Services.
<b>Categories of Data Subjects:</b>	Data subjects whose Customer Personal Data will be Processed pursuant to the Agreement.
<b>Categories of Personal Data:</b>	Customer Personal Data that is Processed pursuant to the Agreement.
<b>Special Categories of Personal Data:</b>	Special Categories of Personal Data is not permitted in the Services.
<b>Subject Matter, Nature, and Duration of Subprocessor Processing:</b>	Any transfers to Subprocessors will be in order to perform the Services pursuant to the Agreement.

**C. COMPETENT SUPERVISORY AUTHORITY**

**MODULE TWO: Transfer controller to processor**  
**MODULE THREE: Transfer processor to processor**

The supervisory authority mandated by Clause 13 of the SCCs. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

**Exhibit B**  
**ANNEX II**

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

In determining the technical and organizational security measures ("Security Standards") required under the Agreement, Eptura will take into account 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. Eptura shall maintain processes for regularly testing, assessing, and evaluating the effectiveness of the Security Standards for ensuring the security of the processing of Customer Personal Data.

Eptura agrees to the following with respect to Customer Personal Data:

1. **Safeguards – Program.** Eptura will implement appropriate safeguards that are consistent with industry standards designed to protect Customer Personal Data – preserving its confidentiality, integrity and availability. Eptura will ensure that all such safeguards comply with applicable Laws and the Agreement, including the data processing addendum (DPA) where applicable.
2. **Safeguards – Specific.** At a minimum, Eptura's Security Standards will include: (a) secure facilities, data centers, paper files, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (b) network, device application, database and platform security; (c) secure transmission, storage and disposal; (d) authentication and access controls within applications, operating systems and equipment; (e) logging material access and retention of such access control logs for a period sufficient to allow for investigation; (f) encryption of Customer Personal Data at rest including when stored on any electronic notebook, portable hard drive, or removable electronic media with information storage capability; (g) encryption of Customer Personal Data when transmitted over public or wireless networks; (h) separation of Customer Personal Data from information of Eptura's other customers; (i) personnel security and integrity including, but not limited to, background checks consistent with applicable law; (j) annual external and internal testing and vulnerability scans and promptly implementing, at Eptura's sole cost and expense, a corrective action plan (including timeline) to correct material issues that are identified through testing; and (k) limiting access of Customer Personal Data, and providing privacy and information security training, to Eptura's Authorized Personnel. "Authorized Personnel" means Eptura's personnel who have a need to know or otherwise access Customer Data to enable Eptura to perform its obligations under the Agreement, and who are bound in writing by obligations of confidentiality sufficient to protect Customer Personal Data in accordance with the terms of the Agreement, including the DPA where applicable.
3. **Malware.** Eptura's software as delivered will not contain any virus, malware, ransomware, keylogger, logic bomb, Trojan horse, worm, or other software routines designed to disable, erase, or otherwise harm software, hardware, or data owned or controlled by Customer.
4. **Banned Hardware or Equipment.** Eptura shall not utilize hardware or equipment that does not comply with Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019. Eptura will provide representation of compliance with this provision upon request. If Eptura can no longer comply with this provision, Eptura will notify Customer immediately by sending an email to the security contact on file.
5. **Disaster Recovery and Business Continuity.** Eptura will maintain and implement a business continuity and disaster recovery plan ("BCDR Plan") which shall include at a minimum: (a) documentation of applicable business processes, procedures and responsibilities; (b) back-up methodology; (c) identification of disaster recovery scenarios and service level agreements for service recovery; (d) responsibilities of Sub-Processors in the event of a disaster; (e) a communications strategy; and (f) procedures for reverting to normal service. The BCDR Plan shall be reviewed annually. Eptura shall ensure it is able to implement the BCDR Plan at any time in accordance with its terms. Eptura shall test the BCDR Plan on a regular basis (and, in any event, not less than annually). Upon request, Eptura shall send a written report summarizing the results of the most recent test and shall promptly implement any actions or remedial measures which the parties mutually agree to be necessary as a result of those tests.
6. **Security Incidents.** Upon Eptura's discovery of any actual or reasonably suspected (i) unauthorized access to or disclosure of Customer Data; (ii) unauthorized access to applications or systems owned, managed or subcontracted by Eptura ("Eptura's Systems") on which Customer Personal Data is processed (each a "Security Incident"), Eptura will promptly and without undue delay:
  - (i) take steps to mitigate and/or remediate the Security Incident to protect Customer Personal Data from further risk or harm, and initiate an investigation;
  - (ii) institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Incident in accordance with industry standards;
  - (iii) report the nature of the Security Incident to Customer (including, where possible, the categories of data breached and categories of data loss methods, and to the extent that Customer Personal Data is involved, the categories and approximate number of data subjects concerned and the approximate number of Customer Personal Data records concerned);
  - (iv) provide the name and contact details of Eptura's contact point where more information can be promptly obtained, the likely consequences of the Security Incident if known, and the measures taken or proposed to be taken to address the Security Incident, including (where appropriate) measures to mitigate its possible adverse effects;
  - (v) take steps to prevent any similar Security Incident from occurring in the future. For the avoidance of doubt, Eptura shall not be required to report pings on firewalls, port scans, and malware that is highly unlikely to result in unauthorized access, use, disclosure, modification, or destruction of information or interference with Eptura's Systems shall not be taken as a reportable Security Incident for Eptura to report to Customer; and
  - (vi) consult and cooperate with any investigations, disputes, inquiries, claims, litigation, or regulatory actions arising from Security Incident.
7. **Certifications and Security Assessments.** Eptura shall engage independent third-party security assessment (audit) firms to perform certification audit and security testing on an annual basis. Upon Customer's request, Eptura shall provide Customer with evidence of current certification and testing, including certificates, executive summaries, and other records deemed relevant in Eptura's sole but reasonable discretion (the "Assessment Records") to demonstrate compliance with the Agreement and Laws.
8. **Security Questionnaires.** No more than once per twelve (12) month period and upon request, Eptura shall respond to a vendor cybersecurity questionnaire or similar inquiry that is of reasonable length and does not require the production of supporting evidence in addition to the current Assessment Records.

**Assistance with Data Subject Requests.** Customer will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the SCCs.

**Exhibit C**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

**PART 1: TABLES**

**TABLE 1: PARTIES**

<b>Start date</b>	The date on which the Customer or its Affiliate identified in the Agreement and/or Order Form(s)/Statement(s) of Work enters into the Agreement	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Full legal name: The Customer identified in the Agreement and/or Order Form(s)/Statement(s) of Work and all Affiliates of Customer  Trading name (if different):  Main address (if a company registered address): Customer's address, as identified in the Agreement and/or Order Form(s)/Statement(s) of Work  Official registration number (if any) (company number or similar identifier): The registered number of the Customer or Affiliate of the Customer identified in the Agreement and/or Order Form(s)/Statement(s) of Work	Full legal name: The Eptura entity identified in the Agreement and/or Order Form(s)/Statement(s) of Work  Trading name (if different):  Main address (if a company registered address): Eptura's address, as identified in the Agreement and/or Order Form(s)/Statement(s) of Work  Official registration number (if any) (company number or similar identifier): The registered number of the Eptura identified in the Agreement and/or Order Form(s)/Statement(s) of Work
<b>Key Contact</b>	Contact details including email: Customer's email address, as identified in the Agreement and/or Order Form(s)/Statement(s) of Work	Full Name (optional): James Carder  Job Title: Chief Information Security Officer  Contact details including email: privacy@eptura.com
<b>Signature (if required for the purposes of Section 2)</b>	Not required	Not required

**TABLE 2: SELECTED SCCS, MODULES AND SELECTED CLAUSES**

<b>Addendum EU SCCs</b>	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:  Date:  Reference (if any):  Other identifier (if any):  Or  x the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:					
<b>Module</b>	<b>Module in operation</b>	<b>Clause 7 (Docking Clause)</b>	<b>Clause 11 (Option)</b>	<b>Clause 9a (Prior Authorisation or General Authorisation)</b>	<b>Clause 9a (Time period)</b>	<b>Is personal data received from the Importer combined with personal data collected by the Exporter?</b>
1						
2	x			General Authorisation	15 days	
3				General Authorisation	15 days	
4						

**TABLE 3: APPENDIX INFORMATION**

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

**TABLE 4: ENDING THIS ADDENDUM WHEN THE APPROVED ADDENDUM CHANGES**

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19:  Importer  x Exporter  neither Party
--	--

**PART 2: MANDATORY CLAUSES**

**ENTERING INTO THIS ADDENDUM**

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have

the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

#### INTERPRETATION OF THIS ADDENDUM

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	WA transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.

6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

#### HIERARCHY

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

#### INCORPORATION OF AND CHANGES TO THE EU SCCS

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

- together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
- Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
- this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

- References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
- In Clause 2, delete the words:  
"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
- Clause 6 (Description of the transfer(s)) is replaced with:  
"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
- Clause 8.7(i) of Module 1 is replaced with:  
"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:  
"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
- f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
- i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
- l. In Clause 16(e), subsection (i) is replaced with:  
"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;"
- m. Clause 17 is replaced with:  
"These Clauses are governed by the laws of England and Wales.";
- n. Clause 18 is replaced with:  
"Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

#### AMENDMENTS TO THIS ADDENDUM

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which: a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or b. reflects changes to UK Data Protection Laws; The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in: a its direct costs of performing its obligations under the Addendum; and/or b its risk under the Addendum, and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
- 20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

# Hardware Addendum

## 1 SALE AND PURCHASE

1.1 This Addendum applies where an Order includes Hardware and sets out the additional terms on which Customer agrees to purchase the Hardware and Eptura agrees to sell the Hardware.

1.2 Terms defined in this Addendum shall have the same meaning as those in the Terms.

1.3 Any samples, drawings, descriptive matter, or advertising produced by Eptura and any descriptions or illustrations contained in Eptura's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Hardware described in them and are not legally binding. Delivery of the Hardware shall be made by Eptura at the location on the delivery date. Customer shall procure that a duly authorised representative of Customer shall be present at the location on delivery of the Hardware.

1.4 Customer shall at its sole expense provide all requisite assistance to enable delivery to be carried out safely and expeditiously.

1.5 Eptura shall ensure that each delivery of the Hardware is accompanied by a delivery note setting out the relevant Customer and Eptura reference numbers and the type and quantity of the Hardware.

1.6 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. Eptura shall not be liable for any delay in delivery of the Hardware that is caused by an event outside of Eptura's reasonable control or Customer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.

1.7 If Customer fails to take delivery of the Hardware on the delivery date then, except where such failure or delay is caused by Eptura's failure to comply with its obligations under this Addendum: (i) delivery of the Hardware shall be deemed to have been completed on the delivery date; and (ii) Eptura may store the Hardware until delivery takes place and charge Customer for all related costs and expenses (including insurance).

1.8 If Customer does not take delivery of the Hardware within 10 working days of the delivery date then Eptura may resell or otherwise dispose of part or all of the Hardware.

1.9 Eptura may deliver the Hardware by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.

1.10 Eptura warrants that on delivery the Hardware shall comply with its then applicable specification and be of satisfactory quality and fit for any purpose held out by Eptura. Eptura shall use all commercially reasonable endeavours to remedy any material defect in the Hardware which manifests itself within 12 months from delivery, in accordance with paragraph 1.13, provided that:

1.10.1 Customer notifies Eptura of any defect in writing within 10 working days of the defect occurring or of Customer becoming aware of the defect;

1.10.2 Eptura is permitted to make a full examination of the alleged defect;

1.10.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling, accident or unauthorised manipulation by any person other than Eptura's authorised personnel;

1.10.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by Customer or on its behalf;

1.10.5 the defect is directly attributable to defective material, workmanship or design;

1.10.6 insofar as the Hardware comprises or contains equipment or components which were not manufactured or produced by Eptura, Customer shall be entitled only to such warranty or other benefit as Eptura has received from the manufacturer;

1.10.7 Eptura shall not be liable for Hardware's failure to comply with the warranty set out in this paragraph 1.12 if Customer makes any further use of such Hardware after giving notice in accordance with paragraph 1.12.1; and

1.10.8 these conditions shall apply to any repaired or replacement Hardware supplied by Eptura.

1.11 Eptura shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full. Except as provided in this paragraph 1.11, Eptura shall have no liability to Customer in respect of the Hardware's failure to comply with the warranty set out in paragraph 1.10.

## 2 RISK AND TITLE

Risk and title in the Hardware shall pass to Customer once shipped. For the avoidance of doubt, this does not extinguish the obligation on Customer to make payment for Hardware.

2.2 Subject to paragraph 2.3, if Customer resells the Hardware before Eptura receives payment for the Hardware:

2.2.1 it does so as principal and not as Eptura's agent; and

2.2.2 title to the Hardware shall pass from Eptura to Customer immediately before the time at which resale by the Customer occurs

and Eptura shall have the right to bring an action against Customer for any unpaid amount owing to Eptura by Customer.

2.3 If Customer becomes subject to an event giving Eptura a right to terminate the Order and/or the Terms of Service with immediate effect prior to title to the Hardware passing to Customer, then, without limiting any other right or remedy Eptura may have:

2.3.1 Customer's right to resell the Hardware or use it in the ordinary course of its business ceases immediately; and

2.3.2 Eptura may at any time (i) require Customer to deliver up all Hardware in its possession which has not been resold, or irrevocably incorporated into another product; and (ii) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Hardware is stored to recover them.

## 3 PRICE

3.1 The price of the Hardware shall be the price set out in the Order and is exclusive of the costs and charges of packaging, insurance and transport of the Hardware, which shall be invoiced to Customer in addition to the price.

## 4 Eptura'S RESPONSIBILITIES

4.1 Eptura shall: (i) make available all software upgrades and enhancements relevant to the Hardware; and (ii) provide remote assistance to the Customer in relation to the Hardware during the support hours.

4.2 Eptura shall be responsible for the identification, management and resolution of Hardware defects which shall include:

4.2.1 advising the Customer of defects and providing fixes and providing remote assistance to Customer in the analysis and correction of Hardware incidents;

4.2.2 timely analysis and correction of all Hardware incidents via remote access or by the provision of replacement Hardware. Eptura will ensure that Hardware incidents are dealt with in accordance with the Response Time set out in the SLA and will advise Customer of both progress and the results of any Hardware incident investigation and resolution. Each Hardware incident will be assigned a Severity Level in accordance with the severity levels set out in the SLA;

4.2.3 the support on the software (firmware) used to operate and control the Hardware will be provided using remote diagnostic support; and

4.2.4 during the triage of a Hardware incident it may be necessary for a suitably proficient local Customer resource to remove screens and reset, replace or power-cycle the affected unit(s) or provide other local assistance. A workaround of a high-priority Hardware incident may involve relocating less impacted Hardware devices to alternative locations to provide a temporary solution.

4.3 Where it is diagnosed that Hardware has failed and needs replacing and Customer has paid all of the Fees in accordance with the Order:

4.3.1 Eptura will dispatch a replacement to the location of the faulty Hardware as soon as reasonably practicable following diagnosis of the fault;

4.3.2 Customer will continue to be responsible for the timely return of the faulty Hardware after completion of Eptura's online hardware return form;

4.3.3 Customer will return the faulty Hardware item to the Eptura within five working days of receipt of the replacement Hardware, re-using the packaging provided. Tracking details of returned item must also be provided. Failure to return the Hardware by Customer shall render Customer liable to pay the full replacement cost of the Hardware; and

4.3.4 failure to return the faulty Hardware or Hardware in the required time will result in Eptura invoicing Customer at the then current Hardware list price for the replacement Hardware, Customer will be liable for payment of the invoice within 30 days of invoice date.

4.4 Eptura shall not provide replacements for the Hardware, support or have any liability for anything caused by:

4.4.1 the improper use, operation or neglect of the Hardware;

4.4.2 the failure by Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Eptura;

4.4.3 any repair, adjustment, alteration or modification of Hardware by any other person other than Eptura or its authorised representative without prior written consent;

4.4.4 the use of the Hardware for any purpose which they were not designed, and Eptura reserves the right to charge extra fees in addition to any Fees if the support carried out is as a result of one of the faults set out above or any request for support is unnecessary.

# Service Level Addendum

This Service Level Addendum ("SLA") applies to and is incorporated by reference into the Terms of an Order. Capitalized terms not defined in this SLA will have the meaning provided to them in the Terms. The terms of this SLA do not apply to any issue caused or contributed to wholly or partly by hardware or equipment which was not supplied by Eptura.

For the avoidance of doubt, where Customer purchases Subscription Services comprising more than one product/service, Subscription Services shall be deemed to refer to each product/service separately and not be an aggregation of all Subscription Services.

## 1. SERVICE COMMITMENT

1.1 Eptura will use commercially reasonable efforts to make the Subscription Services available 99.5% of the time during each month of the applicable Term, excluding Excusable Downtime (the "Service Commitment").

## 2. ERROR PRIORITY CLASSIFICATION

2.1 Definition of Error. An "Error" is a failure of the Subscription Services to materially conform to the Documentation but excluding (i) a nonconformity resulting from Customer's misuse, improper use, or unauthorized change to the Subscription Services or (ii) Customer's internal network or internet connectivity problems.

2.2 Classification of Errors. Errors are classified in accordance with Table A below.

Table A

Error Classification	Description	Mean Time to First Response	Target update frequency
Severity 1 Critical	Customer's production use of the Subscription Service is stopped or so severely impacted that the Customer cannot reasonably continue business operations and no workaround is available.	1 hour	2 hours
Severity 2 High	The Customer's production system is operating but a major function of the Subscription Service is unavailable, and no workaround is available.	2 hours	4 hours
Severity 3 Medium	The Customer's production system is operating allowing users to continue using the Subscription Service, but service features are unavailable; a temporary workaround is available.	24 hours	When resolved
Severity 4 Low	A minor impact on basic functionality of the Subscription Service.	24 hours	When resolved

2.3 Eptura will provide continuous efforts to resolve Severity 1 availability issues until a workaround or resolution can be provided or until the incident can be downgraded to a lower Severity.

## 3. ERROR REPORTING

3.1 Support Portal. Eptura is committed to a rapid response of all reported Errors. All Errors can be logged 24 hours per day, 7 days per week, 365 days per year basis via the online support portal or other support contact methods.

3.2 Error Reporting Obligations. Customer will:

- (a) Promptly report any Error it discovers with a full description of the Error;
- (b) Reasonably cooperate with Eptura in connection with Eptura's efforts to resolve any Error;
- (c) Provide a reproducible test case that demonstrates the specific usage that causes the Error;
- (d) Ensure that a resource is assigned to work with Eptura to provide information or verification on an ongoing basis, until the issue is resolved; and
- (e) Provide any special circumstances surrounding the discovery of the Error.

3.3 Severity Level Upgrading/Downgrading. If during the incident management process for the Error, the Eptura reasonably considers that the Error no longer reflects the Severity Level currently assigned based on its current impact on the production operation of the Subscription Service, the Severity level will be upgraded or downgraded (as applicable) to the level that most appropriately reflects its current impact. In the event Eptura determines that an Error is a request to add functionality or enhance performance beyond the specifications of the Subscription Service, it shall not be classified as an Error.

3.4 Resolution Times. Eptura does not guarantee resolution times, and a resolution may consist of a hotfix patch, workaround, system configuration change or any other solution Eptura deems reasonable. Eptura will use reasonable efforts to meet the Mean Time to First Response periods stated in Table A.

## 4. SERVICE CREDIT REQUEST

4.1 Eligibility for Service Credits. If the Subscription Service fails to meet the Service Commitment, Customer may be eligible to receive a service credit as outlined in Table B below. Service credits do not apply until Eptura completes any and all set-up, testing or data migration.

Table B

Percentage Availability	Service Credit Amount
Above 99.50%	0% of the monthly fees applicable to the month in which the failure occurred
Between 99.49% and 99.00%	2% of the monthly fees applicable to the month in which the failure occurred
Between 98.99% and 98.50%	5% of the monthly fees applicable to the month in which the failure occurred
Between 98.49% and 98.00%	10% of the monthly fees applicable to the month in which the failure occurred
Below 97.99%	15% of the monthly fees applicable to the month in which the failure occurred

4.2 Percentage Availability. The Percentage Availability shall be calculated by dividing the Available Minutes by the Monthly Minutes, and multiplying that figure by 100. The calculation of Percentage Availability shall apply as from the first complete month of the Subscription Services following Eptura confirming the Subscription Services are live and ready for production use.

4.3 Sole remedy. The service credits provided hereunder are the Customer's sole and exclusive remedy for any Error related to the Subscription Services. To receive a service credit, Customer must submit a claim by email to servicecredit@eptura.com. To be eligible, the credit request must be received by Eptura within thirty (30) days after which the incident occurred and include:

- (a) the words "SLA Credit Request" in the subject line;

(b) the dates and times of each Error claimed; and  
(c) the affected Subscription Service; corroborating evidence (screen captures, error messages, etc.) that document the errors (any confidential information should be removed or replaced with asterisks).

4.4 Verification. All claims will be verified against applicable system records.

4.5 Lapse. If Customer fails to report an Error within five (5) days of the occurrence of such Error, Customer shall not be entitled to any service credit for such Error.

4.6 Transfer, monetary value and default. Service credits are non-transferable and have no monetary value and may only be used as credits against future Eptura invoices. Customers who are past due or in default with respect to any payment or any material contractual obligations to Eptura are not eligible for any service credits.

4.7 Disputes. Should any periods of downtime submitted by Customer be disputed, Eptura will provide Customer a record of Subscription Services availability for the period in question. Eptura will only provide records of system availability in response to good faith Customer claims.

4.8 Purchases via Partners. If Customer purchased the Subscription Services via a Partner of Eptura, Customer must request Service Credits via that Partner.

## 5. Scheduled Maintenance

5.1 Dates of maintenance. Any maintenance to the software or platform will be carried out by Eptura during the agreed Maintenance Windows, or in accordance with the Service Management Schedule published from time to time.

5.2 Notice of maintenance. Eptura will endeavor to give the Customer at least one weeks' notice of any planned maintenance that may affect availability, performance, or functionality of the Services.

5.3 Emergency maintenance. In the event of the requirement to perform emergency maintenance that affects the availability, performance or functionality of the Services, Eptura will endeavor to provide notification no less than one hour

## 6. Definitions

"**Available**" means the website is responsive to standard ICMP or HTTPS requests, and that it is operational.

"**Available Minutes**" means the minutes of time the service is Available on a monthly basis after adding back in Excusable Downtime.

"**Excusable Downtime**" shall mean the total minutes in the reporting month for: (A) Routine Maintenance; (B) scheduled downtime required for software upgrades, server maintenance, general repairs, and system testing that has prior notification; (C) emergency maintenance; (D) downtime due to (i) the acts or omissions of Customer or (ii) Customer's internal network or internet connectivity problems or (E) any unavailability caused by circumstances beyond Provider's reasonable control, including but not limited to force majeure events, Internet or telecommunications networks provider failure or delay, or denial of service attack.

"**Monthly Minutes**" means the total number of minutes in the relevant calendar month.

"**Routine Maintenance**" means Eptura's routine or planned maintenance on the Subscription Services with at least five (5) business days prior notice to Customer.

"**Response Time**" is the mean time within which Eptura will use reasonable efforts to contact Customer to acknowledge receipt of an Error report

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