

**KORE LABS PLATFORM ACCESS AGREEMENT**  
**CONTRACT DETAILS**

Dated: <date>

Customer:	<Company Name> incorporated and registered in England and Wales under company number <company number> with its registered office at <company address>
Customer representative:	Name: < Name> Email: <email>
Kore Labs:	<b>Kore Labs Limited</b> incorporated and registered in England and Wales under company number 10969092 with its registered office at The Old Police Station, Whitburn Street, Bridgnorth, England, WV16 4QP
Kore Labs representative:	Name: <name> Email: <email>
Effective Date:	<effective date>
Initial Contract Period	X years starting on the Effective Date
Services:	The provision of:  (i) access to the Kore Labs Platform ("KorePRM®"); and (ii) the Implementation Services and the Ongoing Support Services,  as more particularly described in the Platform Specification and the Service Level Addendum (as may be modified or supplemented by the Special Terms (if any)).
Charges:	The charges payable by the Customer as set out in Schedule 3
Initial Subscription	The number of Editor Licences (as defined in Schedule 3) subscribed to as at the Effective Date will be X and the number of Viewer Licences (as defined in Schedule 3) will be X. The Initial Subscription will be GBP X +VAT p.a.
Minimum Annual Subscription	The Minimum Annual Subscription shall be £X + VAT minimum annual charge.

- 1 The Agreement is comprised of the following components:
  - (a) these Contract Details;
  - (b) the General Terms; and
  - (c) the remaining Schedules to the General Terms, together, the “**Agreement**”.
- 2 If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
- 3 The terms of this Agreement shall constitute and govern the contractual relationship between Kore Labs and the Customer relating to the Services and the Customer accepts that these terms apply to the exclusion of any terms and conditions contained in any of the Customer’s own documents even if the same purport to provide that the Customer’s own or some other terms prevail.

This Agreement has been executed by the Parties on the date stated at the beginning of it.

Signed for and on behalf )  
of <Company Name> )

.....

Print Name: .....

Signed for and on behalf )  
of **KORE LABS LIMITED** )

.....

Print Name: .....

## GENERAL TERMS

### 1 Background

- 1.1 Kore Labs owns and operates a “software as a service” solution relating to the creation, management and monitoring of digital financial product lifecycles marketed as the Kore Product Relationship Management™ platform (the “KorePRM®”).
- 1.2 The Customer wishes to access and use the Kore Labs Platform within its business operations.
- 1.3 Kore Labs wishes to grant such access and use of the Kore Labs Platform to the Customer in accordance with, and subject to the terms of this Agreement.

### 2. Interpretation

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

**API** an application programming interface (comprising subroutine definitions, communication protocols, and other necessary tools) that facilitates communication between components of the Kore Labs Platform, and externally connected systems.

**Applicable Laws** any applicable law, legislation, instrument, rule, order, regulation, directive, bylaw or decision including the rules and regulations of any authority (as the same may be amended or varied from time to time).

**Business Days** a day other than a Saturday or Sunday or public holiday in England.

**Change Control Note** the written record of any change to the Services agreed or to be agreed by the Parties pursuant to clause 9.

**Charges** the charges payable by the Customer to Kore Labs as set out in Schedule 3.

**Confidential Information** all non-public information, documentation and data of whatever nature, disclosed, whether orally or in writing, by one Party to the other or obtained by one Party from the other, whether before or after the Effective Date, arising out of, or in connection with, this Agreement or its subject matter and whether or not it is marked as “confidential” but which ought to reasonably be considered to be confidential, and includes all Kore Labs Intellectual Property Rights.

**Control** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “controls”, “controlled” and the expression “change of control” shall be construed accordingly.

<b>Customer Data</b>	the data inputted or provided by the Customer or any User for the purpose of using the Services or facilitating the Customer's use of the Services.
<b>Effective Date</b>	as set out in the Contract Details.
<b>Force Majeure Event</b>	as defined in clause 16.1.
<b>Initial Contract Period</b>	as set out in the Contract Details.
<b>Intellectual Property Rights</b>	means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyright and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protections of a similar or equivalent form in any relevant jurisdiction;
<b>Kore Labs Intellectual Property</b>	as defined in clause <b>Error! Reference source not found..</b>
<b>Kore Labs Platform</b>	as defined in clause 1.1.
<b>Maintenance Release</b>	any release of the Kore Labs Platform which corrects faults, adds functionality or otherwise provides minor upgrades to the Kore Labs Platform, but which does not constitute a new version of the Kore Labs Platform which from time to time is publicly marketed and offered for purchase by Kore Labs, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
<b>Minimum Annual Subscription</b>	the amount in each consecutive 12-month period of the Term commencing on the Effective Date, as set out in the Contract Details.
<b>Ongoing Support Services</b>	as described in the Service Level Addendum.
<b>Platform Specification</b>	the platform specification set out in Schedule 1.
<b>Plug-in Software</b>	means the Customer's own (and directly licenced or sub-licenced) instance of third-party-owned software that is not

	an embedded component of the Kore Labs Platform but is designed to interoperate with the Kore Labs Platform.
<b>Project Services</b>	as described in the Service Level Addendum.
<b>Service Level Addendum</b>	the service level addendum set out in Schedule 2 which sets the standards in respect of the Services that Kore Labs shall endeavour to meet (" <b>Service Levels</b> ").
<b>Services</b>	as set out in the Contract Details.
<b>Term</b>	has the meaning given in clause 15.1.
<b>Users</b>	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, as further described pursuant to clause 3.2(b) and Schedule 1.
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
<b>Vulnerability</b>	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact on the confidentiality, integrity, or availability, and the term "Vulnerabilities" shall be construed accordingly.
2.2	Kore Labs and the Customer are each a "Party", and together the "Parties" under this Agreement.
2.3	Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
2.4	A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
2.5	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 2.8 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

### **3. Users**

- 3.1 Subject to the Customer purchasing the Minimum Annual Subscription, and subject to this clause 3 and the other terms of this Agreement, Kore Labs hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Users to use the Kore Labs Intellectual Property for the sole purpose of receiving and using the Services during the Term for the Customer's internal business operations.
- 3.2 In relation to the Users, the Customer undertakes that:
- (a) each User shall keep its login details and credentials used to access the Kore Labs Platform confidential;
  - (b) it shall maintain a written, up to date list of current Users and provide such list to Kore Labs within five Business Days of Kore Labs' written request at any time or times;
  - (c) it shall permit Kore Labs or Kore Labs' designated auditor to audit the Services in order to establish the login details and credentials of each User, and the Customer's facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at Kore Labs' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. For the avoidance of doubt, login details and credentials shared with Kore Labs' designated auditor shall be done in an encrypted form; and
  - (d) if any of the audits referred to in clause 3.2(c) reveal that any password has been provided to any individual who is not a User, then without prejudice to Kore Labs' other rights, the Customer shall promptly disable such passwords and Kore Labs shall not issue any new passwords to any such individual.
- 3.3 The Customer shall not use the Kore Labs Platform to access, store, distribute or transmit:
- (a) any data or material that contains Viruses; or
  - (b) any material that is unlawful, harmful, discriminatory, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive, that facilitates illegal activity, or is otherwise illegal or causes damage or injury to any person or property,

and Kore Labs reserves the right, without liability or prejudice to its other rights to the Customer, to assess through its own systems and monitoring processes whether the Customer is using the Kore Labs Platform unreasonably and undertaking activities that breach this clause 3 (including enforcing any limitations on the Customer's or a User's use of the Kore Labs Platform).

3.4 The Customer shall not:

- (a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or the Platform Specification (as applicable) in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- (b) access or use all or any part of the Services or Platform Specification in order to build a product or service which competes with the Services;
- (c) use the Services to provide services to third parties;
- (d) subject to clause 20.4, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or the Platform Specification available to any third party except as expressly permitted under this Agreement;
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into Kore Labs' network and information systems.

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

3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

#### **4. Services**

4.1 Kore Labs shall, during the Term, provide the Services in accordance with, and subject to, the terms of this Agreement.

4.2 If the Customer wishes to receive any enhanced or additional services (such as additional configuration requirements or enhanced support services), any such requests shall be dealt with under the change control procedure set out in clause 9.

#### **5. Data protection**

5.1 Each Party acknowledges that during the course of their relationship Kore Labs may process personal data including personal data which may be provided to it by or on

behalf of the Customer. Kore Labs will only process such personal data for purposes related to the provision of its Services and the performance of its obligations under this Agreement. The Customer shall ensure that any relevant data subjects receive a fair processing notice which includes the above information and includes a reference to Kore Labs' privacy notice on its website which contains full details of Kore Labs' privacy policy including data subject rights. Without prejudice to the foregoing, the Customer shall ensure that Kore Labs is able to process all personal data provided to it by or on behalf of the Customer during the course of the relationship between the parties for the above purposes in compliance with applicable data protection legislation including the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of that Act with the requirements of the General Data Protection Regulation ((EU) 2016/679) ("**UK GDPR**"). Each Party shall perform all of the obligations and meet all of the responsibilities of an independent data controller under that data protection legislation.

## **6. Third party providers and products**

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

6.2 The Customer acknowledges and agrees that:

- (a) the Kore Labs Platform has been designed to interoperate with certain Plug-in Software and the Customer may elect (through the functionality of the Kore Labs Platform and following any relevant on-boarding process in respect of the relevant Plug-in Software) to allow such Plug-in Software to connect to its account on the Kore Labs Platform; and
- (b) where the Customer elects to allow Plug-in Software to connect to its account on the Kore Labs Platform, the Customer hereby consents for the Customer Data to be shared with and/or transferred to such Plug-in Software.

## **7. Kore Labs' obligations**

7.1 Kore Labs shall:

- (a) perform the Services with reasonable care and skill and in accordance with this Agreement (including the Service Level Addendum); and
- (b) ensure that the Kore Labs Platform performs substantially in accordance with the Platform Specification (as may be modified or supplemented by the Special



Terms (if any)), except in trivial and/or immaterial respects that do not adversely affect its functionality and/or use.

- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Kore Labs' instructions, or modification or alteration of the Platform or the Services by any party other than Kore Labs or Kore Labs' duly authorised contractors or agents.
- 7.3 The Customer shall notify Kore Labs promptly and in accordance with the Service Level Addendum if it becomes aware of any fault or error in the Kore Labs Platform or any failure by Kore Labs to satisfy any of the Service Levels (an “**Incident**”) and, upon receipt of notice of an Incident, Kore Labs shall perform the appropriate remedial services described in the Service Level Addendum.
- 7.4 Kore Labs:
- (a) does not warrant that:
    - (i) the Customer's use of the Services will be uninterrupted or error-free;
    - (ii) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
    - (iii) the Platform will be free from Vulnerabilities or Viruses, but Kore Labs shall use all reasonable endeavours to ensure that no Vulnerability or Virus is included in, or introduced into, the Platform;
    - (iv) the Services (including the Platform) comply with any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, which are applicable to the security of network and information systems and security breach and incident reporting requirements, which may include the Network and Information systems Regulations 2018 (SI 506/2018), as amended or updated from time to time; or
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.5 This Agreement shall not prevent Kore Labs from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.6 Kore Labs warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.7 Kore Labs shall implement any Maintenance Releases at no additional cost to the Customer.
- 7.8 In order for Kore Labs to comply with its obligations under clause 7.7, it may need to, from time to time, make modifications to the Platform (which may involve taking the Kore Labs Platform offline for certain periods of time). Kore Labs shall use reasonable

endeavours to ensure that any such modifications and resulting downtime of the Kore Labs Platform cause minimum disruption to the Customer's business operations. Kore Labs shall ensure that any such modifications do not result in a material reduction to, or loss of, the functionality, performance and/or accuracy of Kore Labs Platform or security measures adopted in respect of Kore Labs Platform.

7.9 During the Term of this Agreement Kore Labs shall maintain in force the following insurance policies:

- (a) professional indemnity insurance at an amount not less than £2,000,000;
- (b) public and products liability insurance at an amount not less than £2,000,000; and
- (c) employer's liability insurance at an amount not less than £5,000,000

## **8. Customer's obligations**

8.1 The Customer shall:

- (a) use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure;
- (b) use the latest version of any Plug-in Software it has elected to allow to connect to its account on the Kore Labs Platform, and be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its failure to use the latest version of any such Plug-in Software.
- (c) co-operate with Kore Labs in connection with all matters relating to the Services (including by complying with all reasonable requirements, instructions and requests for information of Kore Labs relating to the access of and use of the Kore Labs Platform given from time to time);
- (d) without affecting its other obligations under this Agreement, comply with all Applicable Laws with respect to its activities under this Agreement;
- (e) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's performance of its obligations under this Agreement, Kore Labs may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (f) ensure that all Users comply with the restrictions and obligations in this Agreement and shall accept full responsibility for any User's breach of this Agreement as if such breach was its own;
- (g) obtain and maintain all necessary licences, consents, and permissions necessary: (i) for Kore Labs, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services; and (ii) to use the Plug-in Software;
- (h) ensure that its network and systems comply with the relevant specifications provided by Kore Labs from time to time; and

- (i) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Kore Labs Platform and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.
- 8.3 The Kore Labs Platform is not, and does not comprise of, a system which the Customer is specifically required, by any regulatory or financial authority, to use in order to comply with any reporting obligations with which any such regulatory or financial authority may require the Customer to comply (“a **Required System**”). The customer warrants that:
  - (a) the Kore Labs Platform is not a Required System;
  - (b) the provision of the Services to the Customer by Kore Labs does not comprise:
    - (i) “material outsourcing”, nor “outsourcing” of a “regulated activity” by the Customer, as defined by the Financial Conduct Authority and the Prudential Conduct Authority in the UK; nor (ii) critical and important operational functions as defined in Article 30 of the Delegated Regulation (EU 2017/565), and Kore Labs is not required to apply for, or have, any form of permission from the Financial Conduct Authority or the Prudential Conduct Authority in the UK, prior to performing the Services; and
  - (c) the provision of the Services to the Customer by Kore Labs does not fall within the remit of any rules or regulations of any regulatory or financial authority governing the outsourcing of critical, important, and/or material operational functions, including, but not limited to, the CRD IV Directive (2013/36/EU); the MiFID II Directive (2014/65/EU); and the Delegated Regulation (EU 2017/565).
- 9. Change control**
- 9.1 Without prejudice to Kore Labs’ right to make modifications to the Kore Labs Platform under clause 7.8, and to increase the Charges under clause 10.7, either Party may submit a written request for a change to the Services under this Agreement to the other Party in accordance with this Clause 9, but no such change will come into effect until a Change Control Note has been signed by the authorised representatives of both Parties.
- 9.2 If the Customer requests a change to the Services:
  - (a) the Customer will submit a written request to Kore Labs containing as much information as is necessary to enable Kore Labs to prepare a Change Control Note; and
  - (b) within 10 Business Days of receipt of a request, Kore Labs will, unless otherwise agreed in writing by the parties, send to the Customer a Change Control Note.
- 9.3 If Kore Labs requests change, it will send to the Customer a Change Control Note.
- 9.4 A Change Control Note must contain sufficient information to enable the Customer to assess the requested change, including a description of the Change, details of the effect of the proposed change on the Services and the Charges, the date of expiry of validity of the Change Control Note and provision for signature by the Customer and Kore Labs.

- 9.5 If, following the Customer's receipt of a Change Control Note pursuant to Clause 9.2 or Clause 9.3:
- (a) the Parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement and where appropriate will form part of the Special Terms;
  - (b) either Party does not agree to any term of the Change Control Note, then the other Party may refer the disagreement to be dealt with in accordance with clause 17.

## **10. Charges and payment**

- 10.1 The Customer shall pay the Charges to Kore Labs in accordance with this clause 10 and Schedule 3.
- 10.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to Kore Labs at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 10.3 Kore Labs shall invoice the Customer for the Charges in accordance with Schedule 3 and such invoice shall be paid by the Customer before the expiry of 30 days from the day on which the invoice is issued.
- 10.4 If Kore Labs has not received payment by the due date described in clause 10.3, and without prejudice to any other rights and remedies of Kore Labs, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% above the Bank of England's then current base lending rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10.5 All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling and are, except as expressly provided to the contrary in this Agreement, non-cancellable and non-refundable;
- 10.6 The Parties agree that:
- (a) except for deductions or withholdings that are required to be made under Applicable Law, all payments shall be made in full without any set off, deduction or withholding whatsoever; and
  - (b) where the Customer is required by Applicable Law to make any deduction or withholding from any payment to Kore Labs, then the sum due in respect of such payment shall be increased so that, after the making of such deduction or withholding, Kore Labs receives a net sum equal to the sum it would have received had no such deduction or withholding been made.

## **11. Intellectual Property**

- 11.1 All Intellectual Property Rights existing (or that may come into existence) in relation to:
- (a) the Services; and
  - (b) the Platform (including all related algorithms, reference data, and APIs); and
  - (c) the Deliverables,

are and will remain (or shall be immediately on creation) vested in Kore Labs or its licensors (the “**Kore Labs Intellectual Property Rights**”) and the Customer will not obtain any right, title or interest therein.

- 11.2 The Kore Labs Intellectual Property Rights includes any and all adaptations, add-ons, modifications, updates, and/or enhancements to the Services and/or Platform (including where such adaptations, add-ons, modifications, updates, and/or enhancements are made at the suggestion or direction of the Customer or a User.
- 11.3 It is agreed that:
  - (a) Neither the Customer or any User shall acquire any rights in or to Kore Labs Intellectual Property Rights; and
  - (b) Kore Labs may freely incorporate feedback and/or suggested improvements to the Services and/or the Platform given by the Customer or a User.
- 11.4 All information and materials provided to the Kore Labs by the Customer are and shall remain the Customer’s property and the Kore Labs will not obtain any right, title, or interest therein.
- 11.5 All Intellectual Property Rights that belong to or are licenced to a party prior to the Effective Date, shall remain vested in, or licenced to, that party or its relevant Affiliate.
- 11.6 Kore Labs will grant, or procure the grant of an irrevocable, royalty-free, worldwide, non-exclusive right to exploit, copy, create derivative works of and otherwise use in any manner, such Intellectual Property Rights derived from such information and/or material to the extent necessary to receive and use the Recipient Output. Notwithstanding the foregoing, the Customer will own all electronic or tangible copies of any Recipient Output that is provided to the Customer as part of the provision of the Services.
- 11.7 Each Party acknowledges that any rights granted by one Party to the other to use or exploit any of the Party’s Intellectual Property Rights will terminate immediately upon the termination of this Contract for any reason. All goodwill in respect of each Party’s Intellectual Property Rights shall remain with that Party at all times.
- 11.8 Subject to clause 11.5.5, any Intellectual Property Rights in the Recipient Output acquired or created by the Kore Labs and/or Kore Labs Employees, or on the Kore Labs's and/or Kore Labs Employee's behalf, for the Customer and/or its Affiliates, shall vest in the Customer absolutely upon the creation of such Intellectual Property Rights and to the extent necessary to give effect to the foregoing Kore Labs assigns (by way of present assignment of future rights in respect of rights not yet created) all such Intellectual Property Rights to the Customer, including any Service Recipient, or its nominee, to take effect immediately on their creation. Where a third party has created items and/or materials (including Deliverables) on behalf of Kore Labs specifically for the Customer Kore Labs shall procure forthwith the assignment of all Intellectual Property Rights in such items and/or materials (including Deliverables). Kore Labs will (and will procure that Kore Labs Employees will) enter into all such documents or arrangements or undertake or procure all acts necessary to give effect to this clause 16.8.
- 11.9 Kore Labs warrants that the provision or receipt, licensing, sale, possession or use of the Services and/or Deliverables or any other material or items covered by this Contract,

will not infringe or contribute to the infringement of any third party Intellectual Property Rights and Kore Labs agrees to indemnify, keep indemnified and hold the Customer (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings and Losses arising from any breach, or alleged breach, of this warranty ("**IPR Claim**").

- 11.10 Without prejudice to any other right or remedy the Customer may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, Kore Labs shall, at the Customer's option, as soon as possible and at Kore Labs's own expense:
- (a) replace or modify the affected Services and/or Deliverables with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of Services and/or Deliverables; or
  - (b) procure for the Customer and its Service Recipients the right to continue receiving and/or using the Services and/or Deliverables provided that there is no adverse effect on (including any reduction in the scope of use of) the Services and/or Deliverables.

If Kore Labs elects to modify the item(s) or to supply substitute item(s) under clause 11.10(a) or to procure a licence in accordance with clause 11.10(b) but this has not avoided or resolved the IPR Claim, the Customer may return any Deliverables and/or Recipient Output to Kore Labs. Without prejudice to any other right or remedy the Customer may have, if the Customer does so, Kore Labs shall be liable for all reasonable and unavoidable costs of substitute items pursuant to

## **12. Indemnity**

- 12.1 Subject to clause 12.2, each Party (the "**Indemnifying Party**") shall indemnify the other Party (the "**Indemnified Party**") against all liabilities, costs, expenses, damages and losses (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Indemnified Party arising out of or in connection with any claim made by a third party against the Indemnified Party alleging infringement of its Intellectual Property Rights as a direct result of the Indemnified Party's use of the Indemnifying Party's Intellectual Property Rights in accordance with this Agreement.
- 12.2 If any third party makes a claim, or notifies an intention to make a claim, against a Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Indemnified Party shall:
- (a) as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Party, specifying the nature of the Claim in reasonable detail;
  - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed);
  - (c) give the Indemnifying Party access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to

- enable the Indemnifying Party to examine them and to take copies (at the Indemnifying Party's expense) for the purpose of assessing the Claim; and
- (d) be deemed to have given the Indemnifying Party sole authority to avoid, dispute, compromise or defend the Claim.
- 12.3 If a Claim is made, the Indemnifying Party may, without prejudice to its obligations under this Agreement:
- (a) modify any affected Intellectual Property Rights so as to avoid or remove the infringement; or
- (b) replace any part of any affected Intellectual Property Rights with a non-infringing replacement or remove any or part of the affected Intellectual Property Rights provided that the Indemnified Party experiences no material deterioration in functionality or performance of the Intellectual Property Rights.
- 12.4 Without prejudice to the indemnity described in this Clause 12.1, or the Indemnified Party's other rights or remedies under this Agreement, if the Indemnifying Party is unable to bring an end to the Claim within 60 days of the Indemnifying Party becoming aware of the Claim (including by securing rights, or modifying or replacing an infringing item without impairing its compliance with the requirements of this Agreement) then the Indemnifying Party may terminate this Agreement by written notice to the Indemnified Party without any additional liability or obligation to pay liquidated damages or other additional costs to the Indemnified Party.
- 12.5 In no event shall the Indemnifying Party be liable to the Indemnified Party to the extent that the alleged infringement is based on:
- (a) a modification of the Indemnifying Party's Intellectual Property Rights by anyone other than the Indemnifying Party;
- (b) the Indemnified Party's use of the Indemnifying Party's Intellectual Property Rights in a manner contrary to the instructions given to the Indemnified Party by the Indemnifying Party;
- (c) the Indemnifying Party complying with the Indemnified Party's instructions or specifications;
- (d) the Indemnified Party's use of the Indemnifying Party's Intellectual Property Rights after notice of the alleged or actual infringement has been given to the Indemnified Party; or
- (e) any breach of this Agreement by the Indemnified Party and/or from any negligence or misconduct by the Indemnified Party.

### **13. Confidentiality**

- 13.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving Party;
- (b) was in the other Party's lawful possession before the disclosure;

- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
  - (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 13.2 Subject to clause 13.4, each Party shall hold the other Party's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other Party's Confidential Information for any purpose other than the implementation of this Agreement.
- 13.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 13.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 13.5 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 13.6 The above provisions of this clause 13 shall survive termination of this Agreement, however arising.

#### **14. Limitation of liability**

- 14.1 Except as expressly and specifically provided in this Agreement:
  - (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use.
  - (b) Kore Labs shall have no liability for any damage arising out of the following: (i) the unavailability or inaccessibility of the Kore Labs Platform; (ii) any third-party networks and infrastructure, and Plug-in Platforms which are used in connection with the Services; (iii) any incorrect, inaccurate, corrupt, incomplete, misdirected or mislabelled data; (iv) any data being rejected or not executed; (v) any Virus or Vulnerabilities, or loss or damage to the Customer's systems (where Kore Labs has taken reasonable steps to prevent against Viruses and Vulnerabilities); (vi) any unauthorised access to, and/or penetration of, the Kore Labs Platform (where Kore Labs has adopted (or procured the adoption of) reasonable security measures which are designed to prevent such unauthorised access and/or penetration); or (vii) any losses caused by errors or omissions in any information, instructions or scripts provided to Kore Labs by the Customer in connection with the Services, or any actions taken by Kore Labs at the Customer's direction;



- (c) all warranties, representations, conditions and all other terms of any kind whatsoever (whether oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and
- 14.2 Nothing in this Agreement shall limit or exclude either Party's liability to the other for:
  - (a) death or personal injury caused by the negligence of such Party; or
  - (b) fraud or fraudulent misrepresentation;
  - (c) any matter in respect of which liability may not be limited or excluded under Applicable Laws;
  - (d) any breach of its obligations under clause 10, and the indemnities given under clause 12.
- 14.3 Subject to clause 14.1 and clause 14.2:
  - (a) neither Party shall be liable to the other whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of goodwill, loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
  - (b) Kore Labs' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £2,000,000.
- 14.4 The Parties agree that the provisions of this clause 14 are considered by them to be reasonable in all the circumstances, having taken into account section 11 and the guidelines in schedule 2 of the Unfair Contract Terms Act 1977.
- 15. Term and termination**
- 15.1 The Agreement shall have effect from the Effective Date and, subject to early termination in accordance with its terms, continue in full force and effect until the end of the Initial Contract Period (the "**Term**").
- 15.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - (a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - (b) the other Party commits a material breach (or a series of breaches which, taken together, amount to a material breach) of any term of this Agreement that:
    - (i) is irremediable; or
    - (ii) if such breach is remediable, is not so remedied within 30 calendar days from written notice requiring remedy of the breach;
  - (c) the other Party becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up

- (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court makes an order to that effect or where that Party is the subject of any events or circumstances analogous to any of the events described in this sub-clause in any applicable jurisdiction;
- (d) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
  - (e) there is a change of Control of the other Party
- 15.3 Without limitation to clause 15.2, Kore Labs may suspend access to the Services on notice having immediate effect for such period as Kore Labs reasonably deems to be necessary in order to investigate and, if reasonably practical, abate such matter:
- (a) if, in Kore Labs' reasonable opinion, the suspension is required to prevent any imminent threat to the security of the Kore Labs Platform;
  - (b) if Kore Labs has determined (acting reasonably) that the Customer's continuing use of the Services would, or could reasonably be expected to, result in adverse legal, financial, or reputational consequences for Kore Labs; or
  - (c) if Kore Labs has determined (acting reasonably) that the Customer's continuing use of the Services would, or could reasonably be expected to, have a detrimental effect on the integrity or operation of the Services.
- 15.4 If Kore Labs has suspended the Customer's access to the Services in accordance with clause 15.3, Kore Labs shall resume the Customer's access to the Services if, and when, the Customer remedies the cause of the suspension.
- 15.5 On termination or expiry of this Agreement:
- (a) the Customer's rights under and in connection with this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
  - (b) each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party;
  - (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
  - (d) the coming into force or the continuance in force of any of the provisions in the Agreement which are expressly or by implication intended to come into or continue in force on or after such termination or expiry shall not be affected.
- 15.6 On termination or expiry of this Agreement Kore Labs shall deliver to the Customer of the then most recent back-up of the Customer Data. Kore Labs shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at termination or expiry of the Agreement (whether or not due at the date of termination or expiry). Following the delivery of such Customer Data

to the Customer, Kore Labs shall destroy or otherwise dispose of any Customer Data in its possession within 30 days. The Customer shall pay all reasonable expenses incurred by Kore Labs in returning or disposing of Customer Data.

- 15.7 Where Kore Labs has a right to terminate this Agreement it may, instead, elect to suspend the Customer's access to the Services until the event giving rise to Kore Lab's termination right is remedied.

## **16. Force majeure**

- 16.1 In this clause 16 and where used elsewhere in this Agreement, "**Force Majeure Event**" means any event whatsoever beyond either Party's reasonable control including: internet interruption; failure, distortion or delay in any communications, systems, networks, hardware and software, or power; acts of God (including epidemics and pandemics); adverse weather conditions; any labour dispute; non-performance by suppliers, subcontractors or third parties; interruption or failure of any utility service; or war or civil commotion.

- 16.2 If the performance of any of the obligations under this Agreement (save for the payment of the Charges) is prevented, restricted, or interfered with by cause of a Force Majeure Event then the Party so affected shall, upon giving prompt notice to the other Party of the Force Majeure Event, be excused from such performance without liability to the other Party for the period during which the Force Majeure Event continues to exist.

- 16.3 To the extent that the causes of the Force Majeure Event are avoidable or removable, the Party whose performance of obligations is affected by such Force Majeure Event shall take all reasonable and practicable steps to avoid or remove the said causes and to complete the performance of this Agreement.

- 16.4 Either Party shall have the right to terminate this Agreement if the Force Majeure Event continues for a consecutive period of 30 days.

## **17. Disputes**

- 17.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it then, subject to clause 17.3, the parties shall follow the procedure set out in this clause 17:

- (a) either Party shall give to the other written notice of the dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the dispute;
- (b) if the parties are for any reason unable to resolve the dispute within 30 days of service of the Dispute Notice the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 15 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 15 days after the date of the ADR notice.

17.2 The commencement of mediation shall not prevent the parties from commencing or continuing court proceedings under clause 20.8 in cases where urgent relief is sought or where there is no bona fide dispute.

17.3 If the dispute is not resolved within 45 days after service of the ADR notice, or either Party fails to participate or ceases to participate in the mediation before the expiry of that 45-day period, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 20.8.

## 18. Variation

Subject to clause 9 which deals with any changes to the Services, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## 19. Notices

19.1 Notices required to be given under this Agreement may be given by: (a) hand; (b) registered first class post or recorded delivery if the sender and recipient are both based within the United Kingdom; or (c) except with respect to the service of legal proceedings (including a referral of a dispute to mediation in accordance with clause 17.1(b)) e-mail, to the Parties' addresses set out in the Contract Details.

19.2 Notices sent by: (a) hand shall be deemed to be served on the day when they are actually received; (b) registered first class post or recorded delivery shall be deemed to be served three days following the day of posting; and (c) e-mail shall be deemed to be served upon the generation of a receipt notice by the recipient's server or, if such notice is not generated, upon delivery to the recipient's server.

## 20. Miscellaneous

20.1 **No Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A waiver is only effective if given by written notice.

20.2 **Severability:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20.3 **No Partnership:** Nothing in the Agreement is intended to create a partnership or the relationship of principal and agent or employer and employee between the parties.

20.4 **Assignment:** The Customer may not assign, novate, dispose or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party or otherwise deal with this Agreement without the prior written consent of Kore Labs.

20.5 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties in respect of the access and use of the Services and supersedes any previous agreement between the parties relating to such matter. Each Party represents and undertakes to the other that in entering this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or

undertaking (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Agreement shall operate to exclude or limit any liability for fraud or fraudulent misrepresentation.

- 20.6 **Third Party Rights:** No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right under the Contracts (Rights of Third Parties) Act 1998 to enforce any of its terms.
- 20.7 **Governing Law:** This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 20.8 **Jurisdiction:** Subject to clause 17, each Party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### Platform Specification

Key Features	Summary Description
SaaS Cloud	The Kore Labs Platform is delivered through a “software as a service” arrangement to the Customer’s terminal and is made available via a cloud service provider.
Users	Admin User: a holder of an Editor Licence who also holds administrator rights for the Customer’s Kore Labs Platform account. There is a maximum number of 5 Admin Users per Customer
	Editor User: a User who has been granted an Editor Licence (as defined in Schedule 3).
	Viewer User: a User who has been granted a Viewer Licence (as defined in Schedule 3).
Product Family Hierarchy	<ul style="list-style-type: none"> <li>• A two-level hierarchy of product exists, namely: macro family, each with a distinct set of product families. Products will be mapped to each product family.</li> <li>• This hierarchy of products is configurable by Admin Users.</li> </ul>
Lifecycle	<ul style="list-style-type: none"> <li>• A workflow and control tool allowing users to manage the end-to-end processes of product governance for each product.</li> <li>• The Lifecycle will also include digital components which enhance the functionality, including, but not limited to, defining steps in the process, approvals, uploading documents, setting checklists and assigning tasks.</li> <li>• The Lifecycle is configurable by editing the Lifecycle template. Each product family may have a distinct Lifecycle template associated with it.</li> <li>• Only Admin Users may edit Lifecycle templates.</li> </ul>
Product Hub	<ul style="list-style-type: none"> <li>• An interface to populate and view the database storing relevant product data for each product. The Product Hub includes the ability to upload and store files (see Document Library).</li> </ul>

	<ul style="list-style-type: none"> <li>• The Product Hub will include the ability to define data with reference to defined data uses, such as, but not limited to, customer, technical, risk, pricing, and people.</li> <li>• The Product Hub will include the ability to associate controls and notifications to any data field.</li> <li>• The Product Hub is configurable by editing the Product Hub template. Each product family may have a distinct Product Hub template associated with it.</li> <li>• Only Admin Users may edit Product Hub templates.</li> </ul>
Document Library	Document Library creates a document storage system, allowing for the storage of any type of document associated with a product.
Task Manager	The Kore Labs Platform will include a facility for a User to assign a task to another User.
User Profile	<ul style="list-style-type: none"> <li>• Each User will be subject to a pre-defined, configurable, profile along the dimensions of role, team and product family (as defined within the Kore Labs Platform).</li> <li>• Only Admin Users may configure and edit a User's profile.</li> </ul>
Audit Trail	The Kore Labs Platform will include a functionality to search through all the changes made by Users to the Product Hub, or actions taken in the Lifecycle.
Notifications	<ul style="list-style-type: none"> <li>• The Kore Labs Platform will include the ability to generate notifications and send them to the relevant Users. Notifications may be configured, including editing the text, defining the recipient User profile and defining the rule that triggers such notification.</li> <li>• Only Admin Users may configure and edit the notifications.</li> </ul>
Built-in Reports	The Kore Labs Platform will include the ability to generate predefined reports.
Meeting Invite	Meetings may be created, and invitations sent from within the Kore Labs Platform to a User's email address using an iCal attachment.
Single Sign On (SSO)	SSO will be provided at no extra costs, subject to the Customer's use of a standard Azure Active Directory and Open ID Connect or SAML 2.0 authentication.

Storage Limit	The Kore Labs Platform use of storage will be limited to 2TB.
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## SCHEDULE 2

### Service Level Addendum

#### Project Services

Kore Labs will provide initial project services on the following basis:

Item	Description
Configuration Support	Kore Labs will provide up to <b>X</b> in-person hours of support for any additional configuration support of the Kore Labs Platform.
User Profiling Support	Kore Labs will configure the user profiles of the Users as at the Effective Date.
Admin Training Support	Kore will provide up to <b>X</b> in-person hours of training to Admin Users in relation to the usage of the functions that aid the configuration of the Kore Labs Platform.

#### Ongoing Support Services

Kore Labs will provide ongoing support on the following basis:

Item	Description
Service Centre	Kore will provide support services through an online ticket booking system (the “ <b>Service Centre</b> ”) which will be manned between 9:00 and 17:00 Monday to Friday, on all Business Days. Admin Users shall submit requests for support through such online ticket booking system.
Support Structure	<ul style="list-style-type: none"> <li>The support structure by Kore Labs will be to provide support to the Admin Users only, via Admin Users submitting tickets to the Service Centre.</li> <li>Support will be provided for Incident Management as defined below.</li> <li>Support for Admin User ad hoc queries will be provided in addition to the support provided for Incidents, but these queries will not be defined as an Incident and will not be subject to the response times defined in Incident Management.</li> </ul>
Incident Definition	<b>Severity Level 1 – Critical</b> The problem encountered will result in a complete or partial failure of a critical business function of the Customer, and/or a

	<p>complete failure of the Kore Labs Platform where all Kore Labs Platform functions are blocked or inaccessible.</p> <p><b>Severity Level 2 - Blocking</b> The problem encountered will result in failure of part of the Kore Labs Platform functionality or slow responses for most Users. The Kore Labs Platform may have some, but not all, essential functions blocked or inaccessible.</p> <p><b>Severity Level 3 – Non-Blocking</b> The problem encountered has a low impact on the functionality of the Kore Labs Platform. A non-critical problem exists where Users may continue to use functions of the Kore Labs Platform. Key essential functions are not blocked or inaccessible.</p>												
Incident Management	<p>All Incidents will be dealt with subject to the following</p> <table><tr><th>Severity Level</th><th>Response Time</th><th>Restoration Time</th></tr><tr><td>1</td><td>2 hours</td><td>4 hours</td></tr><tr><td>2</td><td>4 hours</td><td>8 hours</td></tr><tr><td>3</td><td>2 Business Days</td><td>5 Business Days</td></tr></table> <ul style="list-style-type: none"><li>• Restoration Time is measured from the end of the Response Time</li><li>• Hours represent business hours during a Business Day, this being from 09:00 to 17:00 UK time.</li></ul>	Severity Level	Response Time	Restoration Time	1	2 hours	4 hours	2	4 hours	8 hours	3	2 Business Days	5 Business Days
Severity Level	Response Time	Restoration Time											
1	2 hours	4 hours											
2	4 hours	8 hours											
3	2 Business Days	5 Business Days											
Access to Knowledge Centre	Kore Labs will provide access to all Users to an online knowledge centre including updated manuals.												

### Key Technical Issues

Item	Description
Backup	<p>Kore Labs shall perform backups of the Kore Labs Platform in accordance with the following conditions:</p> <ul style="list-style-type: none"> <li>Periodic incremental backup with PITR (point in time recovery). Daily full backup.</li> <li>Backup buckets redundant across Regions.</li> <li>Backup data at rest encrypted with AES-256.</li> <li>Kore Labs operations personnel access to backups limited by GCP Identity and Access Management.</li> </ul>

	<ul style="list-style-type: none"> <li>• Customer may request access to backups via a ticket submitted to the Service Centre.</li> </ul>
High Availability	<p>Availability of the Kore Labs Platform will be in accordance with the following conditions:</p> <ul style="list-style-type: none"> <li>• Databases will be replicated in near real time across zones, with automatic fail over.</li> <li>• Application cluster: Automatic Kubernetes node reprovisioning within Region</li> <li>• Disk storage replicated across 2 Zones</li> </ul>
Tenancy environment	The Customer's account on the Kore Labs Platform will be a single-tenant environment.
Region and Zones	<p>The definition of Region and Zones will be as those set out by Google in their standard documentation, please see: <a href="https://cloud.google.com/compute/docs/regions-zones">https://cloud.google.com/compute/docs/regions-zones</a></p>

### SCHEDULE 3 Charges

Kore Labs Licence Charges:

Type of licence	Minimum number agreed for [x]	Cost per licence per month (GBP)	Total cost per month (GBP)	Cost per annum (GBP)
Editor and administrator				
Approver				
Viewer				
Total licence costs per year				
Total ongoing licence costs over 2 years				
Conditions of licences				

Additional Licences Charges

*Any charges / terms in the event the Bank purchases additional licences during the Term.*

Kore Labs Implementation Charges

*Any charges in the event the parties are required to complete an on-boarding project prior to the start of the Services Commencement date of this Order Form.*

Description	Total price (£ excluding VAT)
Initial configuration	
Optional Integration(s)	
<b>Total Project Cost</b>	

Item	Description
Viewer Licence	means a licence which will grant a user of the Kore Labs Platform the right to view certain information but no rights to amend or approve any information.

Editor Licence	means a licence which will grant a user of the Kore Labs Platform the right to view, approve and amend certain information. For the avoidance of doubt, some Editor Licence holders may include Admin Users.
Conditions of Licence	<p>The usage of the Editor Licence and Viewer Licence will be based on a named User basis.</p> <p>In relation to the Users, the Customer undertakes that:</p> <p>(a) the maximum number of Users that it authorises to access and use the Services shall not exceed the number of Licences purchased;</p> <p>(b) it understands that within each twelve month period commencing on the activation of the relevant Licence, the Customer is permitted to transfer or reassign a Licence from an existing User ("<b>Previous User</b>") to a new User on a permanent basis at any time on the condition that the Customer undertakes that it will not allow or suffer a Previous User that has rescinded, reassigned, or transferred its Licence to another User ("<b>Transfer</b>") to subsequently have an existing Licence Transferred to a Previous User. Should a Previous User require a Licence after it has Transferred its Licence, the Customer must purchase an Additional Licence for the Previous User. ;</p> <p>(c) each User shall keep its login details and credentials used to access the Platform confidential;</p> <p>(d) it shall maintain a written, up to date list of current Users and provide such list to Kore Labs upon written request at any time or times; and</p> <p>(e) subject to clause (b) within "Conditions of Licence" above, if Kore Labs discovers that any password has been provided to any individual who is not a User, then without prejudice to Kore Labs's other rights, the Customer shall promptly disable such passwords and no new passwords shall be issued to any such individual(s).</p>

Invoice Cycle	<ul style="list-style-type: none"> <li>• Within 30 days of the Effective Date, the Kore Labs will invoice the Customer for the On-Boarding Charges and the Charges associated to the Minimum Annual Number of Licences for the first twelve months Term, and such invoice shall be paid by the Customer before the expiry of 30 days from the day on which the invoice is issued.</li> <li>• Within 30 days of the last day of each Contract Year Quarter (as defined below) the Customer will disclose the number of unique Users (including a breakdown of Editor and Viewer Licences) used in each month of the immediately preceding Contract Year Quarter.</li> <li>• Kore Labs will invoice the Customer on a quarterly basis for the Minimum Annual Subscription, and for any Editor or Viewer Licences used in excess of the Minimum Annual Subscription on a pro-rata basis for the remaining year.</li> </ul>
Contract Year Quarter	<p>Each successive period of three calendar months starting on the Effective Date.</p> <p>By way of example, if the Effective Date of the Agreement was 3 October 2024, the last day of each Contract Year Quarter would be 2 January, 2 April, 2 July, and 2 October in each year of the Term.</p>