

Master Services Agreement

ORDER FORM

This Order Form and Master Services Agreement (including any and all Schedules, additional Order Forms, SOWs and Policies issued by RotaMaster from time to time) (the "Agreement") is made as of XXXX (the "Effective Date") by and between IQUS Ltd., t/a RotaMaster, incorporated and registered in England with company number 04070870, whose registered office is at 20A Appleton Court, Wakefield, West Yorkshire, WF2 7AR ("RotaMaster") and XXXX, having a place of business at XXXX("Company"). Company agrees to purchase the following products and services from RotaMaster:

Term: This Order Form incorporates the entirety of terms and conditions of the Master Services Agreement (contained in Schedule 1 of this Order Form) subscribed by the parties and will commence as of the Effective Date and continue for a Twelve Month period. ("Initial Term"). Termination for convenience is not provided for in this Agreement. Following the Initial Term, this Order Form and Agreement shall renew for consecutive twelve (12) month terms (each, a "Renewal Term") unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the current term (the Initial Term and all subsequent Renewal Terms collectively referred to as the "Term").

Payment Terms: Company agrees to pay the Total Order Form amount in its entirety. Payment shall be made net fifteen (15) days from the invoice date. All prices do not include and are subject to VAT. Company shall be invoiced annually in advance for the Product Fees and recurring services from the Effective Date. Company shall be invoiced for One-Time Fees, if any, upon execution of the Order Form. All Fees are non-cancellable and non-refundable. If Company uses a purchase order mechanism for payment, Company shall issue a purchase order referencing this Order Form upon execution and its Form Terms shall be considered superseded by this Agreement in their entirety. Failure by Company to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Company of its need to issue a purchase order.

Upon signature by Company and submission to RotaMaster, this Order Form shall become legally binding and governed by the terms of the Master Services Agreement between Company and RotaMaster. RotaMaster may reject this Order Form if incomplete or otherwise modified. Any Company Form Terms or conditions appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of the Agreement and of this Order Form shall be void and of no force or effect.

The Effective Date of the Order Form and Agreement shall be the date of the Company signature below.

Authorised and agreed to by:

Company

RotaMaster

*Signature:
e:*

*Signature:
e:*

Name:

Name:

Title:

Title:

Date

Date:

Master Services Agreement

Schedule 1

Terms and Conditions

1. **Solution and Services.** Subject to Company purchasing the User Licences in accordance with the terms and conditions of this Agreement, the Supplier hereby grants to Company, for the duration of the Term, a limited, non-exclusive, non-transferable, revocable right, without the right to sub-licence, to use the software applications more particularly described in the Order Form provided by RotaMaster as a Software as a Service Solution ("SaaS"), including any Standard Upgrades or Enhancements to the Software provided by RotaMaster from time to time, including RotaMaster related materials ("Software") and the documents made available online which set out a description of the Software and the user instructions for the Software ("Documentation") in each case, solely for the Company's internal business operations and in accordance with the usage rights as specified in the Documentation. The Software shall be deployed by way of a SaaS subscription service on hosting engaged by RotaMaster (including the Software and Documentation, a "Solution" and collectively "Solutions"). The initial deployment shall be as set out in the Order Form(s) ("Order Form"). In every instance, Company shall ensure that access and use, is restricted to its employees, agents and independent contractors of the Company who are authorized by the Company to access and use the Solution ("Authorised User"). Affiliates of the Company (including future Affiliates) are not included in this Agreement and are subject to acceptance by RotaMaster and the payment of additional Fees. Company shall ensure that it has a suitable internet service and that it has the hardware, telecommunications, and software necessary to access the Software over the internet as required by RotaMaster. RotaMaster takes no responsibility for the performance of any such hardware, telecommunications, software, or internet service, or for the performance or availability of the internet itself. RotaMaster shall use commercially reasonable endeavours to make the Software available except for planned maintenance and unscheduled maintenance. RotaMaster may, for technical, legal, or operational reasons, change the specifications of the Solution or Software or temporarily suspend access to the Solution or Software (such as for maintenance or in the event of an emergency). RotaMaster may also suspend access to the Solution or Software where RotaMaster reasonably suspects that there is a breach of any provisions of this Agreement, or the security of its systems is or is about to be compromised by the Company or any third-party having access to the Company's equipment or credentials.

RotaMaster will also provide Company the professional consulting services ("Professional Services"); and other support services (the "Support Services", and collectively with the Professional Services, the "Services") where requested and identified on mutually executed Order Form(s) and/or mutually executed statements of work ("SOW"), each referencing this Agreement. For the avoidance of doubt, in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of an Order Form or SOW, the terms and conditions of the Order Form or SOW shall control. Should an Order Form or SOW related to a Service include additional licence restrictions related to such Service, such additional licence restrictions shall apply with respect to such Service. All rights not expressly licenced to Company hereunder are reserved to RotaMaster. Company acknowledges and agrees that Company's rights in and to RotaMaster Intellectual Property (as defined below), including its technology, Solutions and Software, Documentation and Services are limited to the licence rights set forth in this Clause. Company will not claim ownership or proprietary rights in any RotaMaster Intellectual Property. The rights provided under this Clause are granted to Company only, and shall not be considered granted to any subsidiary, holding company or affiliate of the Company. This Agreement is non-exclusive and shall not prevent RotaMaster from entering into similar agreements with third parties, or from independently developing, using, selling or licensing software, solutions, documentation, products and/or services which are similar to those provided under this agreement. "Company Data" refers to any data, including personal data that Company holds in the RotaMaster Software or is processed in the course of Services, whereby Company is the Data Controller and RotaMaster is the Data Processor.

2. **Fees and Payments.** Company shall on the Effective Date provide to RotaMaster billing information acceptable to RotaMaster and any other relevant valid, up-to-date, and complete contact and billing details. A purchase order will not be a requirement for the enforceability of the terms of this Agreement. Company agrees to pay

the Fees for the User Licences included in the Solution, any Enhancements, Support Services and the Professional Services Fees set forth in each Order Form and SOW or as invoiced by RotaMaster ("Fees") in accordance with the payment terms in this Agreement. RotaMaster shall invoice the Company on the Effective Date for the Fees payable in advance in respect of the Initial Term; and at least 30 days prior to each anniversary of the Effective Date for the Fees payable in advance in respect of the next Renewal Term; and at the end of the calendar month during which Professional Services are provided to the Company or as otherwise specified in the relevant Professional Services Work Order. For any Professional Services which the Company requests in addition to those set out in the Professional Services Work Order, and which RotaMaster in its sole discretion provides, the Company shall pay Professional Service Fees calculated at then-current billing rates provided by RotaMaster. The Professional Service Fees exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of the RotaMaster team in connection with the Professional Services, and the cost of any materials or services reasonably and properly provided by third parties required by RotaMaster for the supply of the Professional Services, which shall be invoiced by RotaMaster separately. Company shall pay each invoice submitted by RotaMaster within thirty (30) days after the date of such invoice. RotaMaster may add a one and a half percent (1.5%) monthly service charge or the highest amount permissible by law if less is payable on all overdue balances that are outstanding more than thirty (30) days after the date of the invoice. Such service charge is in addition to the overdue balance. RotaMaster shall be entitled to any costs of collecting any amount past due hereunder, including attorneys' fees. If RotaMaster has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of RotaMaster, RotaMaster may, without liability to the Company, disable the Company's password, account and access to all or part of the Solutions and RotaMaster shall be under no obligation to make available any or all of the Solution or Services while the invoice(s) concerned remain unpaid; and RotaMaster may, without liability to the Company, cease provision of any Professional Services. RotaMaster reserves the right to increase Fees at each Order Form and/or SOW Renewal Term and/or modify its fee structure for the Solution and the Services. All Fees are exclusive of, and Company is responsible for paying for, (c) are exclusive of value added tax, goods and services tax and similar taxes which shall be added to the Supplier's invoice(s) at the appropriate rate. Company shall pay or reimburse RotaMaster for any such taxes paid by RotaMaster. All Fees are non-cancellable and non-refundable, and not subject to pro-rata refund in case of early termination of an Initial or Renewal Term.

3. Term and Termination. This Agreement shall commence on the Effective Date and continue during the Initial Term as stated herein ("Initial Term") and any renewal period (each a "Renewal Term") for so long as any Order Form or SOW is in place (collectively the "Term"). This agreement shall be, unless otherwise terminated, automatically renewed after the Initial Term, for successive Renewal Terms of twelve (12) months. Either party may terminate this Agreement only in the event such other party has committed a material breach of this Agreement that remains uncured thirty (30) days after initial written notice of such breach, or if the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, including the event of (i) a breach by Company of Clause 6 to 10, or (ii) the Company fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or (iii) for both parties, if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed or presumed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (iv) if by reason of actual or anticipated financial difficulties, the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or (v) if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or (vi) if an application is made to court, or an order is made, for the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer, or if a notice of intention to appoint such person is given or if such person is appointed, over the other party; or (vii) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver or receiver; or (viii) a person becomes entitled to appoint a receiver over the assets of the other

party or a receiver is appointed over the assets of the other party; or (ix) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or (x) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. On termination of this Agreement for any reason, RotaMaster shall be entitled to receive from the Company all Fees and expenses accrued or incurred under this Agreement up to the final date of the Initial Term and/or Renewal Term; all licences and user rights granted under this agreement shall immediately terminate and the Company shall, and shall procure that all Authorised Users shall, immediately cease all use of the Solution and Services, and RotaMaster may remotely disable the Company's and Authorised Users' access to the Software. RotaMaster may destroy or otherwise dispose of any of the Company Data in its possession. Company shall pay all reasonable expenses incurred by RotaMaster in returning or disposing of Company Data; Company shall return and make no further use of any equipment, property, Software, Documentation (in the and other items (and all copies of them) belonging to RotaMaster; and any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

4. Company Obligations. Company shall provide RotaMaster with all necessary co-operation in relation to this Agreement; and all necessary access to such information as may be required by RotaMaster in order to provide the Solution and Services, including but not limited to full access to Company Data, security information and configuration services. With regard to training required to use the Solution, Company shall abide by the timelines established in the work order form to receive training by RotaMaster and in any event shall ensure that a suitable number of individuals are made available for training by RotaMaster. Company shall comply with all applicable laws and regulations with respect to its activities under this Agreement; and carry out all other Company responsibilities set out in this Agreement in a timely and efficient manner. Company shall ensure that the Authorised Users use the Solution, in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement; obtain and shall maintain all necessary licences, consents, and permissions necessary for RotaMaster, its contractors and agents to perform their obligations under this Agreement, ensure that its network and systems comply with the relevant specifications provided by RotaMaster from time to time; and be solely responsible for procuring and maintaining Company's network connections and telecommunications links from its systems to the data centres of RotaMaster, and shall assume sole responsibility for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Company's network connections or telecommunications links or caused by the internet. In the event of any failure of the conditions described above or delays in the Company's provision of such assistance as agreed by the parties, RotaMaster may adjust any aspects related to the performance of its obligations, including any agreed timetable or delivery schedule, as reasonably necessary.

5. Marketing. Upon receipt of the other party's written consent, each party may use the other party's name, trade name, trademarks and icons (collectively, the "Brands") for certain marketing and promotional purposes as mutually agreed upon in writing by both parties. In addition, RotaMaster may identify Company as a customer of RotaMaster and describe the Solution and Services used by Company and Company's experience with such Solution and Services, and RotaMaster may develop and make available a case study, magazine article, video, press release (including a win or any press release announcement) and/or podcast related to Company's use of the Solution and Services. If a party notifies the other party of any incorrect usage of its Brands, the notified party shall promptly correct such usage. All use of a party's Brands by the other party shall inure to the benefit of the party owning the Brands and such owning party shall be the sole party entitled to register its Brands. Notwithstanding the foregoing, Company agrees that RotaMaster may use Company's Brands to provision the Solution and Services, and Company consents, on its behalf and on behalf of its Authorised Users to receive marketing messages from RotaMaster.

6. Restrictions. In relation to the Authorised Users, the Company undertakes that where there is a maximum number of User Licences set specified in the Order Form, the number of Authorised Users that it authorises to access and use the Solution shall not exceed the specified maximum plus any additional User Licences which the Company has purchased from time to time, and it will not allow any User License to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the

prior Authorised User shall no longer have any right to access or use the Solution, that each Authorised User shall keep a secure password for their use of the Solution, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential, and that Company shall maintain a written, up to date list of current Authorised Users and provide such list to RotaMaster within five (5) Business Days of a written request at any time, defined as any day except a Saturday, Sunday or public holiday in England when banks are not open for business ("Business Day"). Where the use of the Solution is restricted to a specific use case, if specified as such in the Order Form, Company shall not, and shall procure that its Authorised Users shall not, access and use the Solution and Services for any other use case or application. Company shall not permit any person other than an Authorised User to access and use the Solution and Services and the Company shall not, and shall procure that no Authorised User shall, save for the allocation of Authorised User accounts, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution or Services in any way. Company is responsible for maintaining the confidentiality of its usernames and passwords and is fully responsible for all activities that occur under Company's account. Company shall prevent any unauthorized access to, or use of, the Solution and, in the event of any such unauthorized access or use, shall promptly notify RotaMaster. Company may, from time to time during any License Term, purchase additional User Licences in excess of the number set out in the Order Form. If the Company wishes to purchase additional User Licences, the Company shall notify RotaMaster in writing. RotaMaster shall evaluate such request for additional User Licences and respond to the Company with approval or rejection of the request. If RotaMaster approves the Company's request to purchase additional User Licences, the Company shall, within thirty (30) days of the date of a RotaMaster invoice, pay to RotaMaster the relevant Fees for such additional User Licences as set out in the new Order Form, and upon payment RotaMaster shall allow access to the Solution to such additional Authorised Users in accordance with the provisions of this agreement. If such additional User Licences are purchased by the Company part way through the Initial Term or any Renewal Term (as applicable), such Fees shall be pro-rated for the remainder of the Initial Term or then current Renewal Term (as applicable). Company is not permitted to change or modify the RotaMaster Intellectual Property in any way. Without limiting the foregoing, in the event of any change, modification, extension or correction thereof, Company hereby irrevocably assigns to RotaMaster any and all rights it may be deemed to have in any such change, modification, extension or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that Company is unavailable or unwilling to execute such documents then Company hereby appoints RotaMaster as its attorney in fact for the purpose of executing the foregoing assignment. Company shall not (i) misappropriate any of the RotaMaster Intellectual Property, or (ii) use, or permit, enable or assist any third party to use, the RotaMaster Intellectual Property to create competing products or services, or (iii) modify RotaMaster Intellectual Property or use any of the RotaMaster Intellectual Property unless otherwise agreed to by RotaMaster in a signed writing.

7. Acceptable Use. Company agrees that it will not and shall not cause any third-party to attempt to or actually copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, decompile, reverse engineer or disassemble, or otherwise reduce to human-perceivable form all or any portion of the Solution (as applicable) in any form or media the RotaMaster Intellectual Property; (b) access all or any part of the RotaMaster Intellectual Property in order to build a product or service which competes with the Solution; or use the RotaMaster Intellectual Property to provide services to third parties; or sublicense any of the RotaMaster Intellectual Property to third parties or sell, resell, rent, sublicense or lease the RotaMaster Intellectual Property to third parties; (c) otherwise violate the licence grant or restrictions set forth herein; (d) use the Solution to store or transmit malicious code or viruses; (e) interfere with or disrupt the integrity or performance of the Solution and Services, RotaMaster operations, or third-party data contained therein either directly or using third party technology ; (g) alter, copy, move or delete any code part of the Solution and Services; (h) misappropriate any of the RotaMaster software, technology or other services; (i) access, store, distribute or transmit any material during the course of its use of the Solution that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or is in a manner that is otherwise illegal or causes damage or injury to any person or property or (j) use or copy the Software or Documentation, in whole or in part, except as expressly allowed under this Agreement.

8. **Company's Compliance with Laws and Terms.** Company shall (a) as required by Applicable Law, provide notice to third parties about how data will be used and shared with RotaMaster, (b) obtain and maintain valid consent for RotaMaster to process Company and third-party data as required for use of the RotaMaster technology in Company's privacy policy and as otherwise required; (c) not use the Solution and Services for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, viruses or harmful code, or violating third party rights; (d) be responsible for its employees, consultants and agents that use the Solution and Services provided hereunder; (e) use the Solution and Services in compliance with all Applicable Laws; and comply with all requirements related to its use of the RotaMaster Solution functionality, including, but not limited to obtaining and maintaining valid third party consent to use Personal Data. For purposes of this Agreement. "Applicable Law" shall mean all laws, rules, regulations, treaties (and similar governmental obligations), including local, national and multinational, that are applicable to the party as the context requires.

9. **Intellectual Property Rights.** Company shall retain all rights to its intellectual property and Company Data provided to RotaMaster by Company, including all of its rights to its Brands, technologies, trade secrets, know how, and other intellectual property created by Company, (but specifically excluding any modifications, enhancements or derivatives created by Company or any third-party of any RotaMaster Intellectual Property). All Intellectual Property Rights in the Solution, including the Software, the Documentation, the Services, the technology and any intellectual property in any form, and the Derived Data, including without limitation any modifications, enhancements, results and derivatives thereof, belong to, and shall remain vested in, RotaMaster (collectively, the "RotaMaster Intellectual Property"), or in the case of Third-Party Software the relevant third-party owners, and the Company shall have no rights in or to the Solution, the Software, the Documentation or the Services other than the right to use them in accordance with the terms of this Agreement. This Agreement does not grant the Company any rights to, or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the RotaMaster Intellectual Property. RotaMaster confirms that it has all the rights in relation to the Solution (excluding Third-Party Software), the Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement. Company shall indemnify and keep indemnified RotaMaster against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights by or attributable to Company. All Intellectual Property Rights in and to the data that results from the observation, analysis or other processing of Company Data and may be aggregated with other data of RotaMaster, or other customers ("Derived Data") shall be and remain RotaMaster Intellectual Property and RotaMaster may use and licence Derived Data for any purpose. RotaMaster shall retain all rights to the Solution and Services (including without limitation any work product, materials or code provided as part of the Professional Services), Brands, technologies, information, trade secrets, know how, intellectual property, information and data generated by the Solution or RotaMaster, whether pre-existing, or created after the Effective Date, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Services and software). No implied licences are granted herein.

10. **Confidential Information.** RotaMaster and Company understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies and any other information that the receiving party reasonably should know is confidential ("Confidential Information"). Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential

Information or portions thereof to (a) its directors, officers, employees, agents and representatives on a need-to-know basis; (b) its vendors or subcontractors on a need-to-know basis and under confidentiality obligations no less restrictive than those contained herein; or (c) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this clause, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the availability and advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representative); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any Applicable Law. This Clause shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosure. Upon termination or expiration of this Agreement and upon the disclosing party's written request, the other party shall return or destroy such party's Confidential Information in its possession.

11. **Warranties.** Each party represents and warrants to the other party that, to the best of its knowledge: (a) the signatory signing this Agreement on its behalf has the right to sign this Agreement; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licenced to use) all rights required in order to grant the licences granted herein. Except for the foregoing warranties, and to the fullest extent permissible under applicable law, both parties (and RotaMaster on behalf of its third-party suppliers) disclaim all representations and warranties, express or implied, concerning or related to this agreement, all Order Forms and SOWs, including but not limited that the Solution or Products or Services shall be of satisfactory quality, fit for a particular purpose, provided with reasonable care and skill or non-infringing, or the results or data obtained by the Customer through the use of the Services will meet the Customer's requirements. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded by the parties from this Agreement. RotaMaster does not warrant, guarantee or make any representations regarding the use, the results of the use or the benefits of the services, or any information contained therein or otherwise provided pursuant to this agreement. No RotaMaster personnel is authorized to make any expansion, modification or addition to this limitation or the exclusion of warranties in this agreement. In addition, RotaMaster does not warrant that the operation or use of the software will be error-free or uninterrupted or that any defect will be corrected; or that the software, services, documentation or the results or data obtained by the company through the use of the software will meet the company's requirements. RotaMaster is not responsible for and shall have no liability in respect of any damage caused by errors or omissions in any information, or instructions provided to RotaMaster by the company in connection with the software or the services, or any actions taken by RotaMaster at the company's direction; 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 company acknowledges that the services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The company assumes sole responsibility for results obtained from the use of the software and the documentation by the company and its Authorised Users, and for conclusions drawn from such use. RotaMaster warranties are for the benefit of Company only and are void if: (i) the Solution or Services are integrated with third party products; (ii) the Solution or Services are altered by anyone other than RotaMaster; (iii) Company, or Company's agents or affiliates, improperly use the Solution or Services; (iv) the Solution or Services are used in violation of RotaMaster's instructions, or this Agreement.

12. **Exclusion and Limitation of Liability.** The following clause sets out the entire financial liability of RotaMaster (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Company arising under or in connection with this agreement (including under any indemnity); in respect of any use made by the Company of the Services or any part of them; and in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.1 Exclusion of Liability. The parties shall not be liable whether in contract (including under any indemnity), tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise under or in connection with this agreement for any loss of profits, loss of business, loss of anticipated savings, loss of business opportunity, depletion of goodwill, damage to reputation, loss or waste of management or staff time or interruption of business, or loss or corruption of data or information or similar losses (in each case, whether direct or indirect), or any special, indirect or consequential loss, costs, damages, charges or expenses. Nothing in this agreement excludes the liability of a party for death or personal injury caused by its own negligence; fraud or fraudulent misrepresentation; or any other liability that cannot by law be limited or excluded. Neither party shall be liable for any third-party services, code, technology, applications, policies, procedures, or products. If Applicable Law does not allow the exclusion of liability as set forth above, this exclusion will be deemed modified solely to the extent necessary to comply with Applicable Law.

12.2 Limitation of Liability. Excluding payment of Fees obligations and breaches of the Intellectual Property and Data clause, a party's total aggregate liability in contract (including under any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise under or in connection with this agreement, for any and all events, shall be limited to the total fees payable by the Company (being the aggregate Fees paid for the Solution and Services and for Professional Services) during the twelve (12) months immediately preceding the date on which the claim or cause of action arose, such limit to be applicable to any and all causes arising from the relationship between the parties. In the event that Applicable Law does not allow the limitation of liability as set forth above, this limitation will be deemed modified solely to the extent necessary to comply with Applicable Law. All exclusions and limitations contained herein will also apply to a party's third-party suppliers. The parties expressly acknowledge that they have agreed to the pricing and entered into this Agreement, in part in reliance upon the exclusions and limitations of liability specified herein, which allocate the risk between RotaMaster and Company and contributes to the basis of the bargain between the parties.

13. Indemnity.

13.1 By Company. Company shall defend, indemnify and hold harmless RotaMaster against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal Fees) arising out of or in connection with the Company's use of the Software or Third-Party Software, provided that RotaMaster provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and Company is given sole authority to defend or settle the claim. Subject to the provisions of Clause 13.3 (Procedure) below, if a third-party claims against RotaMaster that (i) Company's intellectual property (including, without limitation, Applications and data) or content provided to RotaMaster infringes such third party's patent, copyright or trademark, or (ii) Company breached its obligations set forth in Clause 8, then in each case Company will defend and pay all costs of defence of such claim (including reasonable attorneys' Fees), and will indemnify and hold RotaMaster harmless from and against any settlement amounts agreed to by Company or damages finally awarded by a court of competent jurisdiction to such third party.

13.2 By RotaMaster. Subject to the provisions of Clause 13.3 below, if a third-party claim against Company that the Software infringes such third-party's UK patent, UK copyright or UK trademark issued as of the Effective Date, (a "Claim"), RotaMaster will defend the Claim and pay all costs of defence of such claim. The obligations of RotaMaster shall not apply to the extent that a claim that is based on: (a) Company's modification of the Solution or Services; (b) Company's operation or use of the Solution and Services in combination with other Company or third-party technology including, without limitation, any Applications; or (c) modifications to the Solution or Services made by RotaMaster at Company's direction or in accordance with specifications provided by Company. The indemnification set forth in this Clause 13.2 is the entire liability of RotaMaster, and Company's sole and exclusive financial remedy, for third-party Claims.

13.3 Procedure. The indemnification obligations hereunder are conditioned upon the party seeking indemnification (a) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (b) granting sole control of the defence and settlement to the indemnifying party; and (c) reasonably cooperating with indemnifying party at the indemnifying party's expense. If RotaMaster determines a risk of an infringement, at the sole option of RotaMaster, RotaMaster may (x) replace or modify the Solution or Services with substantially equivalent services or replacement services so that the Solution or Services are no longer infringing, (y) obtain for Company the right to continue using

the Solution or Services, or, if in the sole discretion of RotaMaster neither (x) nor (y) is commercially feasible, (z) cancel the applicable Solution or Services. The indemnified party may participate in the defence of the claim at its own expense and in a manner not disruptive to indemnifying party's conduct of the defence.

14. **Force Majeure.** RotaMaster shall have no liability to the Company under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of RotaMaster or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, terrorism, vandalism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of suppliers or sub-contractors, unavailability of communication facilities, utility or Internet service provider failure, lightning, unavailability of energy sources or any other causes beyond the reasonable control of RotaMaster. Force Majeure shall not exclude or limit the liability of Company for payment or other material obligations arising under his Agreement.

15. **Standard Upgrades and Enhancements.** During the Term of this Agreement, all patches, fixes, standard new releases, and new versions of the Software made generally available by RotaMaster during the Term (collectively, "Standard Upgrades") will be provided to Company at no additional charge when generally available. Company shall promptly install all Standard Upgrades, as part of the Support Services, unless installation is not otherwise required by RotaMaster. Non-standard upgrades and optional product enhancements (collectively, "Enhancements"), such as separate RotaMaster products, integration work, customisation, and non-standard features, may be made available for an additional fee, either as an additional product or under a Professional Services Work Order. Company acknowledges that its delay or election not to install Standard Upgrades and/or Enhancements provided by RotaMaster may impact the ability of RotaMaster to provision the Solution or perform the Services and will invalidate RotaMaster obligations.

16. **Audits.** Company shall keep accurate and current records with respect to its distribution and use of the Solution, including the identity, role (author, admin or read only) and usage of each Authorised User ("Usage Records"). During the term of this agreement and for twelve (12) months thereafter the Company shall, forthwith upon request from RotaMaster, make available to RotaMaster such Usage Records to demonstrate Company's compliance with the obligations placed on it under this agreement; and RotaMaster or its representatives may, inspect and make copies of any Usage Records to verify that such use is in compliance with the terms of this agreement and that all License Fees have been duly paid. Such audit may be conducted no more than once per quarter, and this right shall be exercised in such a manner as not to substantially interfere with the Company's normal conduct of business. If any inspection of Usage Records or audit reveals that there has been any access and use of the Solution which is outside the scope of the licence as set out in this Agreement, then, without prejudice to other rights of RotaMaster (including the right of termination), the Company shall immediately cease all such unlicensed use of the Software; and pay to RotaMaster an amount equal to such underpayment as calculated in accordance with the fee rates set out in Schedule 1 within ten (10) Business Days of the date of the relevant audit.

17. **Support Services.** RotaMaster will, at no additional cost to the Company, provide the Company with standard customer Support Services during Business Hours in accordance with the RotaMaster Support Services Policy. RotaMaster may amend the Support Services Policy in its sole and absolute discretion from time to time. The Company may purchase enhanced Support Services separately at the RotaMaster then current rates.

18. **Professional Services.** The parties may agree that RotaMaster will provide Professional Services to the Company by agreeing and signing a Professional Services Work Order which shall then be deemed incorporated within and subject to the terms of this Agreement. If either party wishes to change the scope of the Professional Services, it shall submit details of the requested change to the other party in writing. If either party requests a change to the scope or terms of the Professional Services, RotaMaster shall, within a reasonable time, provide a written estimate to the Company of the likely time required to implement the change; any variations to the Professional Service Fees arising from the change; and any other impact of the change on the terms of this agreement. The estimate shall remain open for acceptance for a period of ten (10) Business Days from the date of issue and shall lapse if not accepted by the Company in writing within that time. Where the estimate is accepted by the Company in writing, it shall take effect on the terms and conditions of the Agreement.

19. Notice of Laws. Company shall ensure that its implementation and use of the Solution or Services complies with all laws and regulations applicable to Company's business, geographic locations and geographic locations of its customers and users and shall inform RotaMaster if such compliance requires any modification to the RotaMaster standard Solution or Services offerings. Upon Company's request, RotaMaster will endeavour to support Company's specific requirements for compliance with Applicable Laws and regulations, and any modification to RotaMaster standard Solution or Services offerings requested or required by Company may require professional services work by RotaMaster and/or additional Fees.

20. Third-Party Software. Third-Party Software (as specified in Schedule 1) shall be deemed to be incorporated within the Software for the purposes of this agreement (except where expressly provided to the contrary). Company's right to use the Third-Party Software shall be subject to the Company entering, direct with the third party or with RotaMaster as an authorized reseller of the Third-Party Software, an enforceable agreement incorporating the Third-Party License Terms. Company shall comply with the Third-Party License Terms and Supplier may treat any breach by the Company of any Third-Party License Terms as a breach of this agreement and the Company shall indemnify and hold RotaMaster harmless against any loss or damage which it may suffer or incur because of any such breach howsoever arising. All Intellectual Property Rights in and to the Third-Party Software are and shall remain the exclusive property of the licensor of such Third-Party Software. nothing in this agreement grants or confers, or will be construed to grant or confer, any rights in or to such Third-Party Software. By using Third-Party Software, Company authorizes sharing data with third-party providers that enable the integration and acknowledges that Company's agreement with the third-party provider governs the Third-Party Software including deactivation, and the third party's use of Company Confidential Information. Company assumes full responsibility for any damages, losses, costs, or harms arising from the use of or inability to use such Third-Party Software. In addition, if required by a government regulator, court order or similar legal authority, or as otherwise required by such third party in connection with the Solution or Services, Company agrees that RotaMaster may delete specified user data associated with the Solution or Services in order to comply. RotaMaster is responsible for the performance of RotaMaster personnel, and for supporting and maintaining all RotaMaster technology underlying or incorporated in RotaMaster Solution or Services. With respect to Company's or third-party technologies or services used or integrated with RotaMaster Solution or Services, Company or the applicable third-party will be and remain responsible for their respective services, technologies and personnel, and all matters related thereto. RotaMaster does not monitor or control any limitation, suspension or termination of third-party software or services and specifically disclaims any liability with regard to any such limitation, suspension or termination. Except as expressly warranted in this agreement, all such third-party software and services are provided "as is" and RotaMaster hereby disclaims all representations, warranties and other terms and conditions with regard to such applications services, whether express, implied or statutory, including all warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement.

21. Company Data. Company hereby grants to RotaMaster a non-exclusive revocable licence for the Term to use and process data inputted by the Company, Authorised Users, or RotaMaster on the Company's behalf for the purpose of using the Solution or facilitating the Company's use of the Solution ("Company Data") for the purpose of carrying out RotaMaster obligations and exercising its rights under this agreement. Company grants to RotaMaster a licence to host, use, copy, store, transmit, publish, and display Company intellectual property and Company Data for the purposes of the provision of access to and use of the Solution by Company and Authorised Users. Company acknowledges that RotaMaster is not responsible for Company Data. Company is responsible for the legality, reliability, integrity, accuracy, completeness and quality of Company Data and the legality of the Company's intended and actual use of Company Data and for establishing and maintaining adequate security measures to safeguard Company Data from unauthorized access and copying, and when the SaaS Solution is provided by RotaMaster to Company, to Company must ensure that backups are carried out as reasonably required. RotaMaster does not purport to monitor, and accepts no responsibility for monitoring, Company Data or any uses made of it under this agreement. If RotaMaster becomes aware of any allegation that any Company Data may not comply with the terms of this Agreement, RotaMaster shall have the right to permanently delete or otherwise remove or suspend access to any Company Data which is suspected of being in breach of any of the foregoing from the Solution or Services and/or disclose Company Data to law enforcement authorities (in each case without the need to consult the Company). If RotaMaster undertakes an obligation to back up Company Data in an Order Form or SOW, in the event of any loss or damage to Company Data, the Company's sole and exclusive remedy shall be for RotaMaster to use reasonable endeavours to restore the lost or

damaged Company Data from the latest back-up of such Company Data, if maintained by RotaMaster. RotaMaster shall not be responsible for any loss, destruction, alteration or disclosure of Company Data caused by any event or third-party. If and to the extent that RotaMaster processes any Personal Data as processor (as defined by Data Protection Legislation) on the Company's behalf when providing the Solution or Services and performing its obligations under this Agreement, the Data Protection Agreement shall apply. Personal Data relating to customers, employees and representatives of the Company and its Authorised Users that are collected and used by RotaMaster as a Data Processor in order to enable RotaMaster to deliver, administer or manage the Solution or Services, the Company's account, and for the own business purposes of RotaMaster. RotaMaster also processes Personal Data that is collected when the Company submits a request for Support Services, including information about hardware, software and other details related to the support incident, such as user authentication information, information about the condition of the service, and error-tracking files. RotaMaster processes such data in order to respond to the request and solve the problem reported; RotaMaster may process as Controller the name and email address of RotaMaster contacts at the Company to communicate with the Company information about the Solution or Services and any new products and services of RotaMaster; and RotaMaster may monitor, collect, store and use information on the use and performance of the Software (including Company data and Derived Data) to detect threats or errors and, subject to the limitations set forth in clause, for the purposes of the further development and improvement of the Solution or Services. Company shall ensure that it has all necessary consents and notices in place to enable lawful transfer of Personal Data to RotaMaster for the duration and purposes of or set out in this agreement such that RotaMaster may lawfully use, process, and transfer the Personal Data in connection with the provision of the Solution or Services and for the purposes set out or referred to in this agreement.

22. Notices. Unless and to the extent otherwise set forth in an Order Form, all notices shall be in writing and shall be sent by certified mail or return receipt requested to the respective contact at the other party. Notices to Company shall be sent to the address set forth on the applicable Order Form(s). Notices to RotaMaster shall be sent to IQUS Ltd. t/a RotaMaster, Attn: General Counsel, 20A Appleton Court, Wakefield, West Yorkshire, WF2 7AR. The effective dates of such notice shall be (1) five days following the date of mailing for certified or registered letters; or (2) two days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided. For the avoidance of doubt, any notices of termination or non-renewal must be sent following the procedure set forth in this Notices clause.

23. Independent Contractors. The parties are independent contractors and neither this Agreement nor the performance of the Solution or Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the parties; and neither party will have the right, power, or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

24. Miscellaneous. This Agreement, together with all exhibits attached hereto that reference this Agreement, contains the entire agreement of the parties, and supersedes any and all previous agreements addressed herein or with respect to the subject matter hereof, whether oral or written. RotaMaster hereby rejects any terms or conditions ("Form Terms") appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such Form Terms shall be void and of no force or effect. No amendment to the terms set forth in this Agreement will be effective unless signed by the parties hereto, except that RotaMaster has the right to modify its product offering (including but not limited to discontinuing a product and/or certain product functionalities and/or features) at any time through notice to Company at its sole discretion. No failure of either party to exercise or enforce any rights under this Agreement shall act as a waiver of such rights. The Company acknowledges and agrees that the Data Processing Agreement inserted here in Schedule 2 (the "DPA") will govern the relationship formed hereby and in the event of any conflict between such DPA and this Agreement, such DPA will govern. Company authorizes RotaMaster to enter into data processing agreements with downstream processors on Company's behalf. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without prior written consent by RotaMaster, such consent not to be unreasonably withheld. Any purported assignment by operation of law or otherwise is voidable in the sole discretion of RotaMaster. RotaMaster may assign this Agreement to any successor to its business. If any provision of this Agreement is held to be invalid or

unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of England and Wales and exclusive venue shall be in the courts of the England and Wales.. This Agreement should not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by electronic signature and the receiving party may rely on the receipt of such document by such means as if the original had been received. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Headings shall not affect the interpretation of this agreement. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement, 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. A reference to writing or written does not include e-mail. References to clauses and schedules are to the clauses and schedules of this Agreement. Clauses 2 through 10, 12 through 13, and 21 through 24 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date set forth above.

Company

By: _____

Name: _____

Title: _____

Date: _____

RotaMaster

By: _____

Name: _____

Title: _____

Date: _____

Master Services Agreement

Schedule 2 - DATA PROCESSING AGREEMENT

1. **Scope.** This Data Processing Agreement (“DPA”) is effective as of the date signed by both parties (“Effective Date”) and is entered into between IQUS Ltd., t/a RotaMaster, a company incorporated in England and Wales (registration number 04070870) having its registered office at 20A Appleton Court, Wakefield, West Yorkshire, WF27AR, and its affiliate and subsidiary entities (“RotaMaster” or “Processor”), and the entity specified in the signature field of the Agreement, party to the Master Software and Services Agreement between the parties (“Company” or “Controller”). Pursuant to the Agreement, RotaMaster shall licence certain Solution and provide certain Services to Controller, and such activities may include the Processing of Controller Personal Data; the parties agree that this DPA is made part of and incorporated into the Agreement. To comply with the requirements of the Data Protection Legislation, the Controller and Processor agree to the following DPA which applies solely to the extent RotaMaster Processes Controller’s Personal Data. For the avoidance of doubt, this DPA shall not apply to instances where RotaMaster is the Controller, as stated in the Agreement.
2. **Definitions.** All defined terms contained herein shall have the meaning ascribed to them in the underlying Agreement between the Company and RotaMaster or as defined in the Data Protection Legislation, and all Applicable Laws to the extent they apply to the subject matter of this Agreement, including but not limited to: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”); (ii) UK Data Protection Act 2018 each as amended, replaced, or superseded. “Personal Data” or “Protected Data” shall mean Personal Data, personal Information or Personally Identifiable Information as defined by the Data Protection Legislation.
3. **Appointment.** The Controller hereby appoints RotaMaster as Processor to Process such Personal Data in accordance with this Agreement. RotaMaster will Process the Controller’s Personal Data for the sole purpose of providing the Solution and Services according to the terms of this Agreement and as permitted by the Agreement. The Controller acknowledges and agrees that this DPA and the Agreement collectively contain its instructions for the Processing of Controller Personal Data. RotaMaster will implement additional reasonable instructions provided by Controller from time-to-time to the extent such instructions are required by Data Protection Legislation. If the Solution or Services do not contain features or functionality that enable it to comply with Company’s instructions, then RotaMaster reserves the right to charge additional Fees to enhance its systems and services, as necessary. Company agrees that persons who have the requisite authority to represent and/or bind Company (e.g., Data Protection Officer, Chief Security Officer, Partner Manager, etc.) will issue its Instructions.
4. **Compliance.** Company remains responsible for its compliance obligations under Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to RotaMaster. Company warrants to and undertakes with RotaMaster that all data subjects of the Personal Data have been or will be provided with appropriate notices and information to establish and maintain for the relevant term the necessary legal grounds under Data Protection Legislation for transferring the Personal Data to RotaMaster to enable RotaMaster to process the Personal Data in accordance with this DPA and the Agreement. Company shall be responsible for ensuring that it has, and will continue to have, the right to transfer, or provide access to, Personal Data

to RotaMaster for Processing. Company's instructions for the Processing of Personal Data by RotaMaster shall always comply with applicable Data Protection Laws and Regulations and Company shall ensure that the Processing of Personal Data in accordance with Company's instructions will not cause RotaMaster to violate any applicable Data Protection Legislation. In the event either Company or RotaMaster becomes aware that provided instructions conflict with applicable Data Protection Laws and Regulations, Company or RotaMaster will promptly notify the other party. Company recognizes that RotaMaster does not have a means to verify (i) the residency of each Data Subject, (ii) the aspects of Personal Data that are provided to RotaMaster by Company in connection with each request by Company to Process such Personal Data, nor (iii) the location of third parties that Company chooses to exchange Personal Data with as part of the intended functionality of the Solution or Service (such as in a single sign on transaction). Company shall be responsible for ensuring that all such Personal Data may be Processed by RotaMaster in compliance with Data Protection Legislation. RotaMaster will comply with all Data Protection Legislation in respect of the Solution and Services generally applicable to it as a Processor and assist the Controller in ensuring compliance with its obligations considering the nature of processing and the information available to RotaMaster.

5. Purpose. RotaMaster shall only process Personal Data for the purposes of the provision of the Solution and Services or otherwise in accordance with the Company's documented instructions (whether in this agreement or otherwise) unless required to do so by applicable law to which RotaMaster is subject; in such a case, RotaMaster shall inform the Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

6. Processing. The processing to be carried out by RotaMaster under this DPA shall comprise the processing set out in Table 1:

Subject matter	Processing to provide the Solution and Services under the Agreement
Duration	The Term of the Agreement (including all Renewal Terms)
Nature	Processing to provide the Solution and Services
Personal Data categories	Any Personal Data transferred to Controller regarding business, products, services and similar items offered by the Controller
Data Subject types	Controller's employees, customers or any other individuals
Subcontractors	Those engaged by Processor as of the Effective Date

and such other processing as may be agreed by the parties in writing from time to time.

7. Subcontractors. RotaMaster shall not subcontract its obligations under this Agreement without Controller's prior authorization, which shall not be unreasonably withheld. Notwithstanding the foregoing, Controller hereby consents and authorizes RotaMaster to use the third-party vendors currently engaged at the commencement of the Agreement. If Controller has a reasonable objection to a new subcontractor, Controller will provide notice to RotaMaster within fourteen (14) calendar days of receiving notice from RotaMaster. As between the Company and RotaMaster, RotaMaster remains responsible for its contractors and for their acts and omissions to the same extent that RotaMaster would be responsible for such acts or omissions under the Agreement. RotaMaster will also take reasonable steps to ensure that any employee, agent or subcontractor who may have access to Personal Data are subject to substantially similar confidentiality obligations as contained in the Agreement. Where RotaMaster authorizes a subcontractor to process the Personal Data it shall enter into a written contract with the subcontractor that contains terms substantially the same as those set out in this DPA.

8. Technical and Organisational Measures. RotaMaster will implement and maintain organisational and technical measures, consistent with the scope of the Processing, designed to ensure (a) the protection of Personal Data, and

(b) compliance with the terms of the DPA and the Agreement, to reasonably prevent against unauthorized or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data as may be notified to the Company from time to time, as such document may be amended from time to time by RotaMaster in its sole discretion). Company is responsible for reviewing the organisational and technical measures and information made available by RotaMaster relating to data security and making an independent determination as to whether these meets Company's requirements and legal obligations under Data Protection Legislation. Company acknowledges that the organisational and technical measures are subject to technical progress and development and that RotaMaster may update or modify the Security Measures from time to time. Company agrees that Company is responsible for its secure use of the Solution and Services, including securing its account authentication credentials, protecting the security of all data when in transit to and from RotaMaster.

9. Data Protection Impact Assessments. Company shall be solely responsible for undertaking any necessary DPIA work and Data protection impact assessment and to the extent required under applicable Data Protection Legislation, RotaMaster shall (taking into account the nature of the processing and the information available to RotaMaster) provide all reasonably requested information regarding the Solution to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Legislation. RotaMaster shall comply with the foregoing by providing the information contained in the Agreement, including this DPA and providing additional reasonable assistance (at Company's expense).

10. Data Subject requests. In the event a Data Subject requests access to, or the deletion, blocking, restricting, objecting to any solely automated processing and/or correction of any Personal Data directly from RotaMaster, RotaMaster will promptly notify the Controller of such request to the extent legally permissible. In addition, RotaMaster will provide the Controller with reasonable assistance to enable the Controller to address the Data Subjects' request. RotaMaster shall provide such information to the Company as the Company may reasonably require, to enable the Company to comply with the rights of Data Subjects under Data Protection Legislation, and information or assessment notices served on the Company by any supervisory authority under Data Protection Legislation. RotaMaster will give the Company reasonable co-operation and assistance in responding to any complaint, notice, communication or Data Subject request. RotaMaster shall not disclose the Personal Data to any Data Subject or to a third party other than at the Company's request or instruction, as provided for in this Agreement or as required by law. The Company will cover all reasonable expenses associated with the performance of RotaMaster obligations under this DPA.

11. Personal Data Deletion and Data Breach. RotaMaster will, unless otherwise required by Data Processing Legislation, either overwrite, make inaccessible, or return to the Controller (at the sole discretion of RotaMaster) all Controller Personal Data upon termination or expiration of the Agreement, except for one copy that it may retain and use for audit purposes only. If any law, regulation, or government or regulatory body requires RotaMaster to retain any documents or materials that RotaMaster would otherwise be required to return or destroy, it will notify the Company in writing of that retention requirement. RotaMaster will notify the Controller as promptly as possible after it becomes aware of any non-compliance with Data Protection Legislation impacting Controller. In addition, RotaMaster will notify the Controller without undue delay after becoming aware of a Personal Data Breach in respect of the Solution and Services. RotaMaster will promptly investigate the Personal Data Breach and will provide the Controller with reasonable assistance to satisfy any legal obligations (including obligations to notify Supervisory Authorities or Data Subjects) of the Controller in relation to the Personal Data Breach.

12. Transfers. Company acknowledges that RotaMaster may transfer and process Company data between the United States and anywhere else in the world where RotaMaster, its Affiliates or subcontractors maintain data processing operations.

13. Application of Standard Contractual Clauses. The Standard Contractual Clauses will apply to the extent: (i) transfers of Personal Data take place and the Personal Data is protected by the Data Protection Laws and Regulations in the European Union, European Economic Area, Switzerland, or the United Kingdom; (ii) Personal Data is transferred, either directly or via onward transfer, from the European Union, European Economic Area, Switzerland, or the United Kingdom to any country not recognized by the European Commission or United Kingdom as providing an adequate level of protection for personal data (as described in the Data Protection Legislation) and (iii) an alternative legal mechanism

of ensuring an adequate level of protection for Personal Data is not available with respect to such transfer(s). For the purpose of the Standard Contractual Clauses, the Company shall be deemed “data exporter.” RotaMaster shall implement an alternative legal mechanism of ensuring an adequate level of protection for Personal Data under applicable Data Protection Legislation if the Standard Contractual Clauses are deemed inadequate or are disapplied by a court, a government, or regulatory authority during the term of the Agreement or alternatively are replaced.

14. Liability. Each party's and all of its Affiliates' and subcontractor liability taken together in the aggregate arising out of or related to this DPA shall be subject to the exclusions and limitations of liability set forth in the Agreement. Any claims made against RotaMaster or its Affiliates under or in connection with this DPA shall be brought solely by the Customer entity that is a party to the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.