

ENCOMPAAAS
SERVICE TERMS – EMEA CUSTOMERS
Current at: 30 January 2026

These terms and conditions (**'Service Terms'**) apply to the subscription of the EncompaaS Service and provision of ancillary services to Customers. A Customer accepts these Service Terms, by: (1) executing an Order that references these Service Terms, or (2) using the EncompaaS Service in a live environment.

1. Definitions & Interpretation

1.1 In this Agreement:

'Affiliate' of a party means any other entity that controls, is controlled by, or is under common control with, such party.

'Agreement' means an executed Order and these Service Terms as relating to it.

'Authorised Purpose' means use of the EncompaaS Service in the Territory to help discover, analyse, visualise, manage, migrate and automate compliance and governance across Customer's chosen information repositories.

'Authorised User' means an individual natural person user who is an employee or direct contractor of Customer, or its approved Affiliate, and is authorised by the Customer to use the EncompaaS Service through the relevant Customer Account subject to the terms of this Agreement, but must not include any contractor who is, or is engaged by, a competitor of EncompaaS.

'Azure Fees' means the applicable fees for the Azure Subscription Service, as set out in the Order.

'Azure Subscription Service' means Microsoft's cloud-based technology subscription service that the EncompaaS Service is powered by and delivered on, being the Customer Azure Subscription Service.

'Business Day' means a day which is not a Saturday, Sunday or a public holiday in the location where the relevant service is provided from.

'Confidential Information' means any information identified as confidential, that would, of its nature be considered confidential by a reasonable person or that is disclosed under circumstances that would indicate confidential treatment, whether or not identified as 'confidential', including Services, EncompaaS Service and Documentation.

'Customer' means the legal entity which has agreed to take the Services as set out in the Order.

'Customer Account' means the unique account that is established for the EncompaaS Service for the Customer.

'Customer Azure Subscription Service' means the Customer's direct subscription to the Azure Subscription Service approved by EncompaaS, as further described in **Annexure A**.

'Customer Data' means any data or information of the Customer or its end users that is made available by the Customer or its end users, including an Authorised User, through the EncompaaS Service, pursuant to the Authorised Purpose, including all adaptations, excerpts and modifications.

'Data Subject' means an identified or identifiable natural person.

'Documentation' means any documents or materials that EncompaaS makes available to its customers.

'EncompaaS' means EncompaaS Limited (UK Company Number 15796297)..

'EncompaaS IP' means any IPR related (either directly or indirectly) to any and all portions of the EncompaaS Service or Documentation owned by EncompaaS or its Affiliates, including any original software code, apps, connectors, agents and interfaces, any EncompaaS-provided content and literature, trade marks, Confidential Information, and documentation relating to the EncompaaS Service and related support, including all copies, enhancements, additions, corrections, modifications, updates or upgrades of the foregoing in any form or medium, whether now known or existing or hereafter developed, including IPRs in any New Material.

'EncompaaS Service' means the software and services made available as a software-as-a-service for the Authorised Purpose, comprising the EncompaaS IP and Third Party IP and delivered over the Azure Subscription Service, including any updates, changes or new versions made from time to time.

'Fees' means the fees set out in the applicable Order.

'Indirect Loss' means an indirect, incidental or consequential loss not being a loss which arises naturally as a result of a breach of this Agreement or other event the subject of the relevant claim, and includes loss of profits or revenue, loss of anticipated savings, loss of opportunity or business, or loss of goodwill, loss or corruption of data, loss resulting from (i) failure to accurately transfer, read, or transmit information, (ii) failure to update or provide correct information, or (iii) breaches in system security, regardless of whether such losses were foreseeable and whether or not a party was advised of the possibility such losses.

'Initial Term' means the period identified as such in the Order, and if no period is identified, means a period of three (3) years from the Order Effective Date.

'Intellectual Property Rights' or **'IPR'** means all industrial and intellectual property rights including, but not limited to copyright (both present and future), Confidential Information (including trade secrets), patents, designs, trade marks and any sui generis database protection rights.

'Law' means any applicable law, statute, regulation, and judicial decision of any arbitrator, court or tribunal of competent jurisdiction.

'Losses' means any and all losses, excluding Indirect Loss however arising, exemplary, special or punitive damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind.

'Minimum Authorised Users' means the minimum number of Authorised Users for which Customer will be charged annually under this Agreement, subject to amendment in accordance with paragraph 5(c) of **Annexure A**.

'New Material' means material that is created, developed or otherwise brought into existence by or on behalf of EncompaaS in the performance of this Agreement.

'Order' means the separate ordering document(s) and associated agreement(s) under which Customer orders or agrees to take specific Services from EncompaaS.

'Order Effective Date' means the effective date specified in the applicable Order.

'Permitted Use' means any use of the EncompaaS Service, by an Authorised User, for the Authorised Purpose solely in or for Customer's (and its Affiliates') internal business operations.

'Personal Data' means any information that is contained in Customer Data and relates to a Data Subject.

'Personnel' means individuals involved in the performance of Services as employees, agents or independent contractors of EncompaaS or its Affiliates.

'Renewal Term' means the period(s) identified as such in the Order.

'Representatives' means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors and legal advisors.

'Service Terms' means the terms and conditions of this document, including the Schedules and Annexures.

'Services' has the meaning given in Clause 2.1.

'Standard S&M Services' means the services described in **Annexure B**.

'Subscription Fees' mean the applicable subscription fees for the EncompaaS Service, as set out in the Order.

'Support and Maintenance Services' means the services to support and maintain the EncompaaS Service, including the Standard S&M Services.

'Term' means the Initial Term plus any Renewal Term.

'Territory' means the territory in Europe, Middle East or Africa that is identified in the Order.

'Third Party IP' means any third party and open-source IPR incorporated into the EncompaaS IP, which is subject to third party licences, or open-source rules.

- 1.2 In this Agreement: (a) the words such as 'including' and similar expressions are not words of limitation; (b) a reference to dollars or £ is to Great British Pounds; (c) the singular includes the plural and vice-versa; (d) headings are for reference only and do not affect the interpretation of this Agreement; and (e) references to a statute means such statute as amended from time to time and includes any successor legislation and any promulgated regulations.

2. Services

- 2.1 Subject to the terms of the relevant Order and this Agreement, EncompaaS shall provide to Customer, exercisable through their Authorised Users, the following services with respect to an Order:
- (a) a subscription to receive a non-exclusive and non-transferable right to access and use the EncompaaS Service and related Documentation strictly for the Permitted Use; and
 - (b) the Support and Maintenance Services, (together, **'Services'**).
- 2.2 Customer is required to purchase the Minimum Authorised Users. Any new Orders for additions to the number of Authorised Users or functionality of the Services during the Term shall be coterminous with the initial Order.
- 2.3 Customer shall be responsible and liable for the acts and omissions of its Authorised Users and other persons it permits to access the EncompaaS Service including for any loss of data or functionality caused directly or indirectly by those persons.
- 2.4 Customer's use of any third-party applications, services or products for use in connection with the Services (**'Third-Party Products'**) and any exchange or other transfer of any information between Customer and any third-party provider (**'Third-Party Data Transfer'**) is solely between Customer and the applicable third-party provider. EncompaaS makes no warranties of any kind and assumes no liability whatsoever for Customer's or Authorised Users' use of such Third-Party Products or for acts or omissions in connection with any such Third-Party Data Transfer.

3. Authorised Purposes for Deliverables

- 3.1 Customer agrees not to do any of the following, or allow any other person or entity (including without limitation any of their Affiliates or respective Authorised Users) to do the same: (a) fail to comply with or seek to work around any technical limitations, rules or guidelines in the EncompaaS Service; (b) modify, copy or create derivative works, republish, translate, reverse engineer, decompile, or otherwise reduce to a readable form any technology contained within the EncompaaS Service; (c) make the EncompaaS Service available to any person or entity other than Authorised Users; (d) make any verbal or written representations or warranties relating in or to the EncompaaS Service; (e) use the EncompaaS Service or promotional materials in any manner or for any purpose not specifically authorised or permitted by this Agreement; (f) remove, modify or obscure the terms and conditions, documentation, or any proprietary notice included with the EncompaaS Service; (g) store or communicate defamatory, infringing, fraudulent, malicious or otherwise unlawful content; (h) conduct load testing, penetration tests, port scans, vulnerability assessments or other similar performance or security testing (in which case the results of testing activities shall be confidential information of EncompaaS); (i) use the Services: (i) to try to gain unauthorised access to or disrupt the performance of the Services or any other service, device, data, account or network; (ii) to spam or distribute any virus, infection, worm or similar harmful software code; or (iii) in a way that could harm or otherwise impair the Services, or anyone else's use of it; (j) allow multiple users to access any Services feature

that is made available on a per user basis; and (k) access the Services in order to build a product or service that EncompaaS reasonably considers to be competitive with the EncompaaS Service.

- 3.2 Without limiting any of EncompaaS' other rights under this Agreement, violation of the terms in this clause 3 by an Authorised User may result in suspension of that Authorised User's use of the Services to the extent reasonably necessary to address said violation.

4. Orders

- 4.1 EncompaaS shall provide the Services to Customer as described in the Order, read subject to these Service Terms.
- 4.2 In the event of any inconsistencies between these Service Terms and an Order, these Service Terms shall take precedence (other than where an exception is expressly set forth in the Order).

5. Support and Maintenance Services

- 5.1 The EncompaaS Service comes with the Standard S&M Services described in **Annexure B**.

6. Authorisation

7. Use by Affiliates. Customer is entitled to make the Services and Documentation available to its Affiliates, which in turn may make them available to Authorised Users employed by the Affiliates, provided that: (a) Customer notifies EncompaaS of the name and details of the Affiliate; (b) Customer is responsible for the Subscription Fees and the acts and omissions of its Affiliates (and their Authorised Users); (c) Customer is liable for ensuring that its Affiliates (and their Authorised Users) comply with the terms of these Service Terms; and (d) any rights or remedies arising in connection with this Agreement will be actionable solely by Customer (which holds the benefit of this Agreement on its own behalf and as trustee for its Affiliates, and may recover loss suffered by its Affiliates on their behalf in that capacity) and not by any Affiliate.
8. EncompaaS Service. Customer may need to install certain elements of the EncompaaS Service in order to use the EncompaaS Service connectors for some on-premises systems. If so, during the Term, Customer may install and use the EncompaaS Service only for the Authorised Purpose. Customer must uninstall the EncompaaS Service when Customer's right to use the EncompaaS Service ends.
- ## 9. Payment Terms
- 9.1 Customer shall pay EncompaaS the Fees in accordance with this clause 9 and paragraph 5 of **Annexure A**.
- 9.2 Except as specifically set forth in this Agreement, all Orders, including all payment obligations thereunder, are non-cancellable and all payments made are non-refundable, including Subscription Fees.
- 9.3 The Fees are fixed during the Initial Term. EncompaaS may increase the Fees for any Renewal Term subsequent to the Initial Term or adjust the Fee to accommodate increases in Authorised Users.
- 9.4 Customer shall be responsible for payment of all sales and use taxes, value added taxes (**'VAT'**), or similar charges relating to Customer's purchase and use of the Services.
- 9.5 Customer shall pay all undisputed Fees within thirty (30) days of the date of receipt of the applicable invoice. Customer shall make payments to the address or account specified in the applicable invoice.
- 9.6 If Customer disputes any portion of Fees on any invoice, Customer shall within thirty (30) days of the date of the applicable invoice pay the undisputed portion and notify EncompaaS in writing of its basis for contesting the disputed Fees. The parties agree to discuss any dispute and, if necessary, EncompaaS shall provide an amended invoice to Customer, and Customer will pay such invoice within thirty (30) days.
- 9.7 If Customer fails to make any undisputed payment when due, in addition to any other remedies, if such failure continues for thirty (30) days following written notice, EncompaaS may suspend performance of the EncompaaS

Service until all overdue amounts have been paid. Amounts not paid by the due date may accrue a late fee equal to the lesser of 1% per month or the maximum amount allowed by Law.

10. Intellectual Property Rights

- 10.1 Customer acknowledges and agrees that, as between the parties, all right, title and interest in and to EncompaaS IP and Third Party IP will remain the property of EncompaaS and EncompaaS' licensors and/or Affiliates and nothing in these Service Terms constitutes an assignment of any EncompaaS IP or Third Party IP to Customer, an Affiliate of Customer, Authorised Users or any other person or entity.
- 10.2 IPRs in New Material belong to EncompaaS as soon as they come into existence. Customer unconditionally and irrevocably assigns all of its right, title and interest (including IPRs) in all New Material to EncompaaS upon creation. Customer agrees to immediately execute, or procure that the relevant third party immediately executes, any documentation that EncompaaS requires to give effect to this assignment.
- 10.3 To the extent that Customer or any other person or entity is able to assert any right to ownership of IPRs in the EncompaaS IP or Third Party IP, Customer agrees to itself, or procure that the third party, irrevocably assigns to EncompaaS or the Third Party (as relevant) all such IPRs. Customer agrees to immediately execute, or procure that the relevant third party immediately executes, any documentation that EncompaaS requires to give effect to the assignments above.
- 10.4 Customer retains ownership of all right, title and interest in and to all Customer Data, subject to the rights and permissions expressly granted in this Agreement. Notwithstanding the foregoing, Customer hereby grants all such rights and permissions in or relating to Personal Data to EncompaaS, their subcontractors and Personnel as necessary to perform the Services.
- 10.5 EncompaaS shall have a royalty-free, worldwide, irrevocable, perpetual licence to use and incorporate into the Services any feedback provided by Customers relating to the operation of the Services.

11. Confidentiality and Security

- 11.1 Neither party shall disclose the Confidential Information disclosed by the other party to any third party, except to Representatives on a need-to-know basis, to the extent required by law or required to instruct the Receiving Party's professional advisers.

12. Term and Termination

- 12.1 The Term of this Agreement commences upon the Order Effective Date and, unless terminated earlier pursuant to this Agreement, will continue for the Term.
- 12.2 Each Order placed under these Service Terms renews for additional Renewal Terms as agreed by the parties as set out in the Order, or, if no period is set out in the Order, terms of the same length as the Initial Term, unless: (a) earlier terminated pursuant to clause 12.3; or (b) either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each, a '**Renewal Term**' and together with the Initial Term, the '**Term**').
- 12.3 Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 12.4 Upon expiration or termination of this Agreement: (a) all rights, licences, consents and authorisations granted by either party to the other will immediately terminate; (b) Customer shall cease all use of the Services and Documentation, and (i) promptly return to EncompaaS, or at its written request destroy, all documents and materials incorporating or based on any Documentation or Confidential Information; and (ii) permanently erase the EncompaaS Service, Documentation and Confidential Information from all systems; (c) if Customer terminates this

Agreement pursuant to clause 12.3, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination (though any payments, including Subscription Fees, already paid will not be refunded); and (d) if EncompaaS terminates these Service Terms pursuant to clause 12.3, all minimum Subscription Fees that would have become payable had these Service Terms remained in effect until expiration of the then current Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, immediately on receipt of EncompaaS' invoice.

- 12.5 EncompaaS does not host or hold any Customer Data and has no responsibility for the Customer Data.

13. Representations and Warranties

- 13.1 Customer must comply with all Laws applicable to its use of the EncompaaS Service, including privacy laws.
- 13.2 EncompaaS does not provide any warranty in respect of, and will not support any claims resulting from: (a) improper site preparation; (b) non-compliance with specifications or this Agreement by Customer, an Affiliate of Customer, or Authorised User; (c) Customer's media, software, interfacing supplies, or other products; (d) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer; (e) other causes beyond EncompaaS' reasonable control; (f) any error, disruption, fault, failure, neglect or other deficiency in any third party product or service; or (g) a breach of clauses 3 or 6 of these Service Terms.
- 13.3 Customer represents, warrants and covenants to EncompaaS that: (a) to the extent required by Law, Customer is lawfully authorised to engage EncompaaS to process the Customer Data; (b) the Customer Data does not and will not violate any rights of any third party; and (c) the Customer Data is not unlawful.
- 13.4 Except for any warranty set forth explicitly in this Agreement and warranties that are not excludable under Law, the EncompaaS Service is provided to Customer "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under Law, EncompaaS, and on behalf of its Affiliates and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the EncompaaS Service, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, EncompaaS provides no warranty or undertaking, and makes no representation of any kind that the EncompaaS Service will meet Customer's requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.

14. Indemnification and Mitigation

- 14.1 Customer shall indemnify, defend and hold harmless EncompaaS and its respective Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an '**EncompaaS Indemnitee**') from and against Losses incurred by such EncompaaS Indemnitee in connection with any claim or action by a third party to the extent that such Losses arise out of or relate to any: (a) Customer Data infringing the IPRs of such third party; (b) a breach of the Permitted Use; (c) the fraud or fraudulent misrepresentation of Customer or its respective Affiliates and Representatives; (d) a breach by Customer or its respective Affiliates and Representatives of any Laws; or (e) the misuse or misappropriation of EncompaaS IP by Customer or its Affiliates and Representatives, except to the extent that any such Loss arises directly due to an act or omission of any EncompaaS Indemnitee.
- 14.2 EncompaaS is entitled to mitigate the risk or Losses of any actual or threatened infringement of any third-party's IPR by:

(a) obtaining the right for Customer to continue to use the Services, the EncompaaS Service, and Documentation in all material respects as contemplated by this Agreement; (b) modifying or replacing the Services and Documentation to make them non-infringing, while providing materially equivalent features and functionality; or (c) if options (a) or (b) are not commercially reasonable, by written notice to Customer, terminating this Agreement with respect to all or part of the Services and issuing Customer a refund equal to the balance of any prepaid amount.

15. Limitations of Liability

- 15.1 The aggregate liability of each party to the other under this Agreement for Loss sustained by a party in connection with this Agreement is limited to the lower of: (a) amounts actually paid by Customer under this Agreement in the 12 months immediately preceding the act or omission (or the onset of a series of related acts or omissions) giving rise to Loss; or (b) £500,000.
- 15.2 The limits in clause 15.1 do not apply in relation to liability for: (a) the liability for the indemnities set out in clause 14; (b) negligence of either party causing death or personal injury; (c) either party's breach of clause 11; (d) Customer's obligation to pay Fees properly due under this Agreement.
- 15.3 Notwithstanding clauses 15.1 or 15.2, each party excludes all liability, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), or otherwise, to the other for any Indirect Loss, loss of services (including without limitation any interruption, delay, or inability to use the Service), loss resulting from system or system failure, malfunction, or shutdown, or exemplary, special, or punitive damages, whether arising out of or in connection with this Agreement. EncompaaS' liability under or in connection with this Agreement will be reduced to the extent that the liability arose through an act or omission of the Customer or its Representatives, including a breach of this Agreement.

16. Force Majeure

- 16.1 Each party will be excused from performance for any period during which such party or any subcontractor is prevented from performing any obligation or Service (except for any payment obligation), in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence (a '**Force Majeure Event**'), including acts of God, flood, fire, strikes, riots, acts of terrorism or war, epidemics, communication line failures and power failures.

17. Miscellaneous

- 17.1 EncompaaS may engage its Affiliates and other third parties by written notice to Customer as subcontractors, provided that EncompaaS shall remain responsible for the acts and omissions of such subcontractors.
- 17.2 The parties acknowledge that, for the purposes of this Agreement, the relationship between the parties is not one

of association, partnership or joint venture, but is one of independent contractor.

- 17.3 EncompaaS may include Customer's name and logo on its owned and operated websites, in its lists of customers, press releases and other promotional materials.
- 17.4 Any notice or communication under this Agreement will be in writing and will be effective upon delivery as follows: (i) when delivered via registered mail, to the address specified in an Order; or (ii) when sent via email to the email address specified in an Order.
- 17.5 This Agreement constitutes the sole and entire agreement of the Parties and supersedes all prior and contemporaneous understandings, agreements, representations and warranties.
- 17.6 Neither party may assign any of its rights or obligations hereunder without the other party's prior written consent (not to be unreasonably withheld); provided, however, EncompaaS may assign this Agreement in its entirety, without Customer's consent to an Affiliate of EncompaaS or in connection with a merger, acquisition, or sale of its shares or assets. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- 17.7 This Agreement is for the sole benefit of the parties and nothing herein, unless expressly stated, confers upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever. A person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* (UK) or other equivalent legislation in the Territory (if any) to enforce any term of, or enjoy any legal or equitable right, benefit or remedy of any nature whatsoever, under this Agreement.
- 17.8 Any variation of this Agreement must be agreed by the parties in writing. A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 17.9 If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that provision shall be reformed to achieve as nearly as possible the same effect as the original term and the remainder of this Agreement shall remain in full force. Each provision of this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.
- 17.10 This Agreement shall be governed by the laws of England and Wales, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. In any dispute arising out of this Agreement, Customer consents to the exclusive jurisdiction of the Courts of England and Wales.

ANNEXURE A
ENCOMPAAS SERVICE INFORMATION

1. Definitions

In this Annexure:

'**Azure Resource Group**' means the container that holds related resources for the Azure Subscription Service.

'**Microsoft**' means Microsoft Corporation, Inc or other relevant Microsoft entity that delivers the Azure Subscription Service.

'**Microsoft Terms**' means the terms and conditions outlined by Microsoft at the following link <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/EAEAS> (or its replacement URL from time to time).

2. EncompaaS Service

- (a) The EncompaaS Service is a content management solution that is designed to help Customers discover, analyse, visualise, manage, migrate and automate data compliance and governance across their chosen information repositories through the application of the Customer's rules and policies.
- (b) It is the responsibility of the Customer to determine the applicable rules and policies to be implemented within the EncompaaS Service and applied to the Customer Data.
- (c) EncompaaS will provision access of the EncompaaS Service by establishing a unique Customer account to be hosted on the Azure Subscription Service set out in the Order.
- (d) Once provisioned, the EncompaaS Service needs to be configured for Customer use, which configuration services may be provided by EncompaaS under a separate agreement ('**EncompaaS Configured Service**') with the Customer.

3. Azure Subscription Service

- (a) The EncompaaS Service is delivered over the Azure Subscription Service through the Customer Azure Subscription Service.
- (b) Customer will:
 - (i) be responsible for obtaining its own agreement with Microsoft in order to use at its own cost the Customer Azure Subscription Service;
 - (ii) have all necessary resources within the Azure Resource Group necessary to operate the EncompaaS Service within the Customer Azure Subscription Service;
 - (iii) permit access to and use of the Customer Azure Subscription Service in connection with the use of the EncompaaS Service as reasonably necessary to enable EncompaaS to provision and provide periodic Updates to the EncompaaS Service; and enable EncompaaS to create the EncompaaS Configured Service;
 - (iv) manage the Customer Azure Subscription Service on an ongoing basis, including managing any defects or issues through to resolution with Microsoft; and

- (v) notify EncompaaS through the agreed support process when Customer receives any notification from Microsoft regarding material technical issues on the Customer Azure Subscription Service.

- (c) EncompaaS will manage all necessary resources deployed within the Customer's Azure Resource Group to support the operation of the EncompaaS Service.

4. Customer Responsibilities

Customer is responsible for the following matters.

- (a) Cloud Service Model. Customer will maintain responsibility for areas and components outside EncompaaS control and for on-premises components.
- (b) Software Agent. The EncompaaS Service is primarily cloud-based, however on-premises systems leverage a software agent to manage secure communication with the cloud. Customer is responsible for deploying the software agent, as well as provisioning updates to the software agent and maintaining on-premises hardware to ensure communication can occur between the EncompaaS Service and the Azure Subscription Service.

5. Pricing, Billing and Reconciliation

- (a) The Fees comprise:
 - (i) Subscription Fees for the EncompaaS Service, payable:
 - (A) Annually in advance for the Minimum Authorised Users; and
 - (B) Monthly in arrears for additional Authorised Users in excess of the Minimum Authorised Users; and
 - (ii) Other third party fees as set out in the Order, payable in accordance with the terms of the Order.
- (b) The Subscription Fees do not include any fees or charges for compute, data storage, policy processing, backup and machine learning processing fees.
- (c) Within thirty (30) days after the end of each month or as determined by the EncompaaS, the parties shall reconcile the actual number of Authorised Users against the Minimum Authorised Users for that period. If the actual number of Authorised Users is more than the Minimum Authorised Users for that period, EncompaaS will invoice Customer for any additional Subscription Fee due to EncompaaS (and Customer will pay the invoice within thirty (30) days of its receipt) based on the monthly user rate. If the actual number of Authorised Users is less than the Minimum Authorised Users, there shall be no adjustment as the Minimum Authorised Users is set as a minimum for the year.
- (d) For the purposes of paragraph 6(d), the records of EncompaaS shall be primary evidence of usage absent manifest error. The Subscription Fees are payable whether or not the Authorised User has actually used the EncompaaS Configured Service.

ANNEXURE B STANDARD S&M SERVICES

1. General

The Standard S&M Services to be provided by EncompaaS are described in this **Annexure B**.

2. Service Desk

- (a) Customers will have access to a help, support and service desk for Designated Contacts to raise service and support requests for Technical Issues in relation to the EncompaaS Service ('**Service Desk**').
- (b) Service Desk is open 8.30am to 5:00pm Monday to Friday, BST, excluding public holidays ('**Support Hours**').
- (c) Cases requiring technical support ('**Cases**') may be logged during or outside the Support Hours at any time through the Service Desk portal or via email. Cases logged outside the Support Hours will be actioned during the next Support Hours coverage period.
- (d) Customer Designated Contacts shall raise service and support requests ('**Support Requests**') through the Service Desk portal as the preferred communication channel, unless unavailable. Support is also available by phone (during Support Hours) and email.
- (e) Support is offered as a remote service. If Customer requires on-site support services this is available for an additional cost by prior quotation and agreement with the relevant Designated Contact.
- (f) In the event that EncompaaS requires access to the EncompaaS Service in order to monitor, manage, troubleshoot, maintain, update, patch, repair, perform emergency services or otherwise support any aspect of the EncompaaS Service, Customer will allow access by EncompaaS.

3. Designated Contacts

- (a) Customer must designate contacts ('**Designated Contacts**') as primary liaisons for support and maintenance issues with respect to the EncompaaS Service. The initial Designated Contacts are to be lodged with the Service Desk prior to use of the EncompaaS Service in a live environment.
- (b) Customer will maintain as its Designated Contact responsible personnel in both technology and business operations who are aware of the system usage and internal Customer procedures, and have been assigned necessary authority to act as Designated Contact. Customer will notify any changes to Designated Contacts through the Service Desk. Designated Contacts are responsible for: (i) Overseeing Customer support case activity; (ii) providing assistance to resolve a support incident; (iii) reviewing reports, documentation updates and new release information and other periodic updates relating to the EncompaaS Service; and (iv) managing the completion of skills handover or training to operate the EncompaaS Service.

4. Triaging

- (a) Customer must report to the Service Desk material technical issues related to the performance or functionality of the EncompaaS Service (together, '**Technical Issues**').
- (b) Where Technical Issues arise with respect to the operation of the EncompaaS Service:
 - (i) Level 1 Support: Customer shall provide its own first level of support.
 - (ii) Level 2 Support: All support requests that are unable to be solved by Customer after making genuine efforts should be directed by the Designated Contact to the Service Desk.

5. Service Levels

- (a) EncompaaS will use commercially reasonable efforts to make the EncompaaS Service available at least 98% of the time from 7.00am to 7.00pm BST each calendar month, excluding unavailability of the EncompaaS Service due to

Scheduled Downtime or any of the Exceptions ('**Service Levels**').

'**Scheduled Downtime**' means downtime for routine maintenance of the EncompaaS Service.

'**Exceptions**' mean where the EncompaaS Service is not available: (a) due to a Force Majeure Event or where emergency maintenance is required; (b) due to the use of services, hardware, or software not provided by EncompaaS, including inadequate bandwidth or third-party services; (c) during trial versions of the EncompaaS Service, features or software; (d) due to Customer's unauthorised action or lack of action when reasonably required, or from Authorised Users or anyone gaining access to EncompaaS' network by means of Customer passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices as advised by EncompaaS to Customer; (e) due to Customer's failure to adhere to any required configurations, use supported platforms, or follow any policies for acceptable use as advised to Customer by EncompaaS; or (f) from Customer's use of the EncompaaS Service in a manner inconsistent with its features and functionality or Documentation.

- (b) Response Time commences when the Service Desk is validly notified of the Case by the Designated Contact. EncompaaS' response and escalation procedures will be based on the severity and priority of the Case as shown in the table below. Customer's Designated Contact can specify the initial Priority Code, and EncompaaS may revise this after review of the Case. Priority Codes must be used according to the definitions below:

Priority Code	Definition
Urgent	Renders EncompaaS Service inoperable or significantly limits ability for users to access or use the service.
High	Significantly degrades performance of EncompaaS Service or significantly impacts > 80% Authorised Users.
Normal	Medium impact incident that has work arounds.
Low	Issue that affects limited users, or general usage queries.

- | Priority/Severity | Response Times during Support Hours |
|-------------------|---|
| Urgent | Initial Response within 1 hour. Updates provided every 1 business hour until resolved. |
| High | Initial Response within 2 hours. Updates provided every 4 business hours until resolved. |
| Normal | Initial Response within 1 Business Day. Updates provided every 2 Business Days until resolved. |
| Low | Initial Response within 2 Business Days. Updates provided every 3 Business Days until resolved. |

- (c) The Response Time is the time between (i) the Designated Contact validly logging a Case message and initial Priority Code with the Service Desk during the Support Hours and (ii) the Designated Contact receiving a response from the Service Desk acknowledging the logged Case.
- (d) The Case is preliminarily assessed and allocated to appropriate personnel for action during Support Hours.
- (e) The target timeframes below are dependent on the Case being logged during the Support Hours. Cases logged after the Support Hours will be reflected as being logged the next Business Day. Target Response Times are below:

- (f) The Resolution Time is the time between the Case starting to be actioned during Support Hours and the Designated Contact being advised that the Case is resolved.
- (g) Where EncompaaS determines that the application of a bug fix, patch or point update may assist in resolving the reported issue, EncompaaS will exercise its discretion and manage the update process, monitor and confirm resolution with the Designated Contact.