

Agreement date:

Parties

i. This Agreement is made between:

Company name:	Embridge Consulting (UK) Ltd
Registration number:	9600193
Registered office:	Kent Space Ebbsfleet, Springhead Enterprise Park, Springhead Road, Northfleet, Kent DA11 8HJ
Hereinafter referred to as	The "Licensor" or "Embridge Consulting (UK) Ltd

And

Company name:	
Registration number:	
Registered office:	
Hereinafter referred to as	The "Customer"

ii. Whereas

- (A) Embridge has developed a digital integration platform, referred to as LEO. Embridge now offers to the Customer certain integration services utilising LEO.
- (B) The Customer agrees to appoint Embridge to provide some or all of the integration services utilising LEO to it on the terms and conditions set out in this Agreement.

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

- **"Affiliates"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for the purposes of this definition means direct or indirect ownership or the ability to exercise that control over more than 50% of the voting interest of the subject entity.

- **"Agreement"** means this agreement as amended from time to time. Any Order Forms together with their associated Statements of Work are considered separate contracts but incorporate and are governed by the terms of the Agreement.
- **"Applicable Law"** means all laws, statutes and regulations in force from time to time applicable to the Parties.
- **"Available Services"** means a Bespoke Connector and/or any Standard Connector listed in Appendix 1, Part A.
- **"Bespoke Connectors"** means the integration service and associated workflows utilising LEO, Embridge's digital integration platform, that is developed by Embridge to meet the Customer's specific integration requirements.
- **"Billing Start Date"** means the day specified in the Order Form.
- **"Business Day"** means 9.00am to 5.00pm Monday to Friday, excluding public holidays in England.
- **"Claim"** means a claim, demand, suit or proceedings of any type.
- **"Confidential information"** means all confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party (including its directors, officers, employees, contractors or agents) prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- **"Customer Data"** means all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided to Embridge by the Customer in connection with the Services.
- **"Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of Personal Data or access to Personal Data transmitted, stored or otherwise Processed.
- **"Data Processing Information"** means the Data Processing Information Schedule set out in Appendix 3.
- **"Data Protection Legislation"** means all Applicable Law relating to the processing of personal data, in particular the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 where relevant and the General Data Protection Regulation (EU) 2016/679 as implemented in the United Kingdom; and (ii) to the extent it relates to the processing of personal data any Applicable Law which amends, supersedes or replaces existing law.
- **"Data Subject"** means a natural person, directly or indirectly identified or identifiable by reference to an identifier such as his name, an identification number, location data, an online identifier or

one or more elements specific to his physical, physiological, mental, economic, cultural or social identity

- **"Default"** means any breach of any obligation or warranty under the Agreement and/or any Order Form and its associated Statement of Work, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement and/or any Order Form and its associated Statement of Work, or the occurrence of any event or series of events which gives rise to an obligation under the Agreement and/or any Order Form and its associated Statement of Work on a Party to indemnify the other Party.
- **"Disclosing Party"** means in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates disclosing the Confidential Information.
- **"Effective Date"** means the day specified in the Order Form.
- **"Embridge Third Party Provider"** means any subcontractor of Embridge that is used to provide the Services and includes any sub-processors named in Section 3 of the Data Processing Information Schedule in Appendix 3.
- **"Embridge Third Party Provider Product"** means any product or service of the Embridge Third Party Provider.
- **"Force Majeure"** means circumstances beyond a Party's reasonable control, whether or not foreseeable, where such Party can demonstrate it has suffered a significant and unavoidable interruption or delay including war, terrorism, pandemic, epidemic, interruption of electricity, internet, means of telecommunication, strikes and unavailability of personnel and any delay caused by any act or omission of the other Party.
- **"Implied Terms"** means all clauses, warranties and other terms (including customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and/or any Order Form and its associated Statement of Work and might have effect between the Parties or be implied or incorporated into the Agreement and/or any Order Form and its associated Statement of Work or any collateral contract whether by trade, custom, course of dealing, Applicable Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any Material will be accurate or complete or that the use of any Material will be uninterrupted or error-free.
- **"Intellectual Property Rights or IPRs"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks (or trademarks) and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- **"Loss"** means all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries/depletions and liabilities (including damages or compensation paid on legal advice to compromise or settle any Claim, and reasonable legal costs or expenses).
- **"Minimum Term"** means the minimum term set out in an Order Form and runs from the Billing Start Date. In the absence of any agreement to the contrary in an Order Form, the default "Minimum Term" shall be three (3) years or 36 months.
- **"Order Form"** means the ordering document in the form in Appendix 2 executed by an authorised signatory of each Party for the provision of Services which incorporates and is governed by the terms of the Agreement.
- **"Party"** means each of the parties to the Agreement and/or any Order Form and its associated Statement of Work and the term "Parties" shall be construed accordingly (as referring to both of them).
- **"Personal Data"** means any information relating to a Data Subject and that is provided by the Customer or any of its Affiliates or personnel.
- **"Policy Documentation"** means Embridge's or Embridge's Third Party Provider's or sub-suppliers' additional documentation and information containing established policies and/or procedures and/or information relating to the Services purchased by the Customer.
- **"Process/Processing"** means any operation or set of operations that is performed with Personal Data, whether or not by automatic means, such as but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- **"Receiving Party"** means in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates receiving the Confidential Information from the Disclosing Party.
- **"Renewal Date"** means any anniversary of the Billing Start Date.
- **"Services"** means the provision by Embridge of the Standard Connector and/or any Bespoke Connector as described in an Order Form and its associated Statement of Work together with the Support Services.
- **"Standard Connector"** means the integration service and associated workflows utilising LEO, Embridge's digital integration platform, which are listed under the heading "Standard Connector" in Appendix 1 Part A.
- **"Statement of Work"** means a document agreed between the Parties which sets out (i) the tasks and deliverables of both Embridge and the Customer in relation to the Services (ii) the fees/charges payable by the Customer to Embridge for completion of the scope of work comprising the Embridge tasks and deliverables; and (iii) any assumptions and qualifications made by Embridge in reaching and agreeing those fees/charges.

- **"Statistical Data"** means the aggregated and statistical data (or any analysis thereof) derived from the provision of any Services, including, without limitation, the number of records stored, the number and types of transactions, configurations and reports processed by the Services.
 - **"Support Services"** means the support and the service levels set out in Appendix 1, Part B.
 - **"Taxes"** means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.
 - **"Term"** means the term of the Agreement as defined in clause 10.1.
 - **"Third Party Product"** means any product or service purchased by the Customer from a person other than Embridge.
 - **"Third Party Provider"** means a provider of a Third Party Product.
- 1.2 Any reference to the singular includes the plural and vice versa. Words importing natural persons include bodies corporate and other legal persons and vice versa. Any particular reference to a gender includes the other gender. Includes or including means without limitation. The headings are for convenience only and do not affect the construction of these terms.
- 1.3 The Appendices form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes the Appendices.
- 1.4 Unless otherwise agreed in an Order Form and its associated Statement of Work, the Agreement shall take precedence over any conflicting terms in the Order Form and its associated Statement of Work.
- 2. Available Services**
- 2.1 The Customer may procure any of the Available Services by agreeing an Order Form and an associated Statement of Work with Embridge. Each Order Form and its Statement of Work shall be agreed in the following manner:
- 2.1.1 the Customer shall ask Embridge to provide any or all of the Available Services and provide Embridge with as much information as it reasonably requests in order to prepare a draft Order Form and Statement of Work for the Available Services requested;
 - 2.1.2 following receipt of the information requested from the Customer, Embridge shall, as soon as reasonably practicable, either (i) inform the Customer that it declines to provide the requested Available Services; or (ii) provide the Customer with a draft Order Form and Statement of Work;
 - 2.1.3 if Embridge provides a draft Order Form and Statement of Work under clause 2.1.2 above, Embridge and the Customer shall discuss and agree that draft Order Form and Statement of Work; and
 - 2.1.4 the Parties shall sign the Order Form and Statement of Work when they are agreed.
- 2.2 Embridge may charge for the preparation of Statements of Work for Bespoke Connectors on a time and materials basis in accordance with Embridge's prevailing rates.

- 2.3 Once an Order Form and a Statement of Work has been agreed and signed, no amendment shall be made to it except in accordance with clause 9 (**Changes to the Services**) or 17.13 (**Variation**).

3. Minimum Term and Renewal of Services

- 3.1 The Services ordered in an Order Form are subject to a Minimum Term. The Services automatically renew after the Minimum Term for successive recurring terms equivalent to the Minimum Term.
- 3.2 The Services in an Order Form do not automatically renew if a Party gives at least ninety (90) calendar days' notice (in advance of the next relevant Renewal Date) of its intention to terminate. Neither Party is entitled to serve notice of its intention to terminate under this clause 3.2 that is purported to take effect prior to the expiry of the relevant term.
- 3.3 The Customer shall provide any written notice to terminate under clause 3.2 to finance@embridgeconsulting.com. Embridge will acknowledge the notice and confirm cancellation or termination where this complies with the terms of the Order Form.

4. Embridge Responsibility

- 4.1 **Services:** Embridge shall use commercially reasonable endeavours to supply the Services in accordance with the terms of the relevant Order Form and its associated Statement of Work. Embridge is not liable for any failure of the Services to provide any facility or function not specified in the relevant Order Form and its associated Statement of Work. Embridge is not obliged to provide any Services where it would be in breach of Applicable Law.
- 4.2 Embridge shall use commercially reasonable endeavours to meet any performance dates specified in the Order Form and its associated Statement of Work but, any such dates shall be estimates only and time for performance by Embridge shall not be of the essence.
- 4.3 The Customer agrees that any purchases of Services and all related IPRs under any Order Form are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Embridge regarding future functionality or features.

5. Customer Responsibilities

- 5.1 The Customer shall:
- 5.1.1 Co-operate with Embridge in all matters relating to the Services.
 - 5.1.2 Comply with all customer responsibilities set out in the Statement of Work.
 - 5.1.3 Provide Embridge with all information and documentation which may reasonably be requested by Embridge in order to allow Embridge to fulfil its obligations.
 - 5.1.4 Ensure that its operating systems and database software (as applicable) are at all times compatible with the Services and are not malfunctioning in a way that adversely affects the operation of the relevant Services.
 - 5.1.5 Be responsible for (i) connectivity to its network and the internet including the agreed mechanism for any remote support access; and (ii) ensuring that the necessary equipment

and software for the efficient operation of the Services is procured and ready for the commencement of Services within 7 calendar days of the Effective Date.

- 5.1.6 Be responsible for the quality, accuracy, reliability, consistency, suitability and legality of its Customer Data and the means by which it acquired such Customer Data and shall use all reasonable efforts to update its Customer Data (used in conjunction with the Services) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.
 - 5.1.7 Ensure that the facilities and functions described in a Statement of Work meet its requirements including its obligations under Applicable Law.
 - 5.1.8 Use the Services only in accordance with the terms of the relevant Order Form and its Statement of Work.
 - 5.1.9 Comply with its responsibilities and obligations in any applicable Policy Documentation and under Applicable Law.
 - 5.1.10 Be responsible for the acts or omissions of its employees and permitted subcontractors and for its Affiliates, their respective employees and permitted sub-contractors.
 - 5.1.11 Not, unless permitted under the terms of the Order Form, copy, reproduce, distribute, publicly display, sublicense, lease, assign, loan, rent, transfer or otherwise make available the Services to a third party.
 - 5.1.12 To safeguard the IPRs referred to in clause 8 (**Intellectual Property Rights**) below, (i) notify Embridge immediately if it becomes aware of any unauthorised use of any Material by any third party and give Embridge (at Embridge's reasonable expense) any assistance in connection with that use as Embridge reasonably requires and (ii) not through any act or omission jeopardise the validity or enforceability of any IPRs.
- 5.2 The Customer shall obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Embridge to provide the Services in relation to:
- 5.2.1 the use of all Customer Data; and
 - 5.2.2 Third Party Products,
- in all cases within 7 calendar days of the Effective Date.
- 6.3 Third Party Providers may charge a fee for the use of the Services in relation to their Third Party Product. It is the Customer's responsibility to check the position and pay any necessary fee to the Third Party Provider within 7 calendar days of the Effective Date.

6. Third Party Products

- 6.1 It is the responsibility of the Customer to enter into an agreement with the relevant Third Party Provider for the Services' integration with the Third Party Product. It is also the responsibility of the Customer to ensure it complies with the terms of the agreement with the Third Party Provider including any agreed volume, consumption and/or threshold for the Third Party Product set out therein. Any additional costs that may be payable to the Third Party Provider as a result of the Customer exceeding any agreed volume, consumption and/or threshold for the Third Party

Product as a result of Embridge delivering the Services is the Customers' responsibility. Embridge has no liability for these additional costs.

- 6.2 Embridge makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the Third Party Product or any transactions completed, and any contract entered into by the Customer with any such Third Party Provider.
- 6.3 Embridge shall have no responsibility or liability where the Services have failed due to a Third Party Product.
- 6.4 If any Third Party Provider:
 - 6.4.1 ceases to make the Third Party Product available for integration with the Services on reasonable terms (e.g., it uses old integration methods or inadequate security protocols); and/or
 - 6.4.2 introduces changes to the Third Party Product that are not retro-compatible so its product falls outside the scope in the relevant Statement of Work,

Embridge may cease providing the relevant Services and the relevant Order Form is terminated. The Customer is not entitled to any refund, credit, or other compensation. Embridge reserves the right to also charge the Customer the fees for the remainder of any Minimum Term or any successive recurring term.

- 6.5 Any contract entered into and any transaction completed with a Third Party Provider is between the Customer and the relevant Third Party Provider, and not Embridge. Embridge does not endorse nor approve any Third Party Product and termination of any contract entered into between the Customer and a Third Party Provider does not entitle the Customer to terminate this Agreement and/or any Order Form and its associated Statement of Work.

7. Fees and Payments

- 7.1 **Payment.** The Customer shall pay all fees specified in an Order Form and its associated Statement of Work. Unless otherwise agreed, (i) payment obligations are non-cancellable and fees paid are non-refundable and (ii) fees are calculated in relation to and based on the agreed volume, consumption and/or thresholds of Services specified in an Order Form and its associated Statement of Work.
- 7.2 **Subscription.** The Services are payable as an annual subscription and the fees for the Services are chargeable annually in advance starting on the Billing Start Date stated in an Order Form and, thereafter, are chargeable annually in advance on the relevant Renewal Date.
- 7.3 **Additional fees.** Additional fees are payable where the Customer exceeds the agreed volume, consumption and/or threshold of Services set out in an Order Form and its associated Statement of Work. The Customer will be required to amend their subscription to reflect the increase in volume, consumption and/or threshold for the remainder of the subscription term. Additional fees are also payable where the Customer agrees to purchase additional Services or exceeds the hours for Support Services set out in the Order Form.
- 7.4 **Adjustment to pricing.** Any pricing in an Order Form and/or Statement of Work is also subject to adjustment based on changes in scope or the required level of effort, delays to the onboarding

plan in a Statement of Work due to the Customer, delays in the Customer performing its responsibilities, the testing and validation process and other circumstances outside of Embridge's reasonable control. Any increases to pricing in an Order Form and/or Statement of Work will be on a time and materials basis in accordance with Embridge's prevailing rates.

- 7.5 Reductions and Cancellations.** Reductions in fees (or annual charges) and partial cancellations are not permitted.
- 7.6 Invoices.** All invoices submitted to the Customer by Embridge are due and payable within 30 calendar days of the invoice date.
- 7.7 Fee Increases.** In addition to increases in fees for the reasons set out in clause 7.3 (**Additional Fees**) and 7.4 (**Adjustment to pricing**) above, any fees stated in an Order Form and its associated Statement of Work will increase by way of indexation on each Renewal Date. Also, any fees that are stated as due or payable in the future shall be increased by applying upward only indexation for each year which passes prior to those fees being invoiced. The increase on each Renewal Date will be the annual increase in the Reference Index (a previous year or years being measured at the point the relevant invoice is raised) plus 2% or 4% (whichever is higher). For the avoidance of doubt, increases in indexation are permitted on each Renewal Date within the Minimum Term.
- 7.8 Overdue Fees.** If any amounts invoiced hereunder are not received by Embridge by the due date, then Embridge may charge interest at the then current statutory rate of interest in England and Wales. Further, in the case of overdue fees, Embridge may condition future renewals and any revisions to an Order Form and its associated Statement of Work under clause 99 (**Changes to the Services**) below on payment terms shorter than those specified in this clause 7 (**Fees and Payments**). If Embridge is required to take action to collect any amount due, then the Customer shall pay Embridge all costs Embridge incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys' fees and costs.
- 7.9 Suspension for Late Payment.** If any amounts invoiced under the Order Form and its associated Statement of Work are not received by Embridge and are thirty (30) calendar days or more overdue, Embridge may, without limiting its other rights and remedies, automatically and immediately suspend the Services until such amounts are paid in full provided, in all cases, Embridge has given the Customer ten (10) or more calendar days' prior written notice that its account is overdue in accordance with the "Notices" clause below.
- 7.10 Payment Disputes.** Embridge shall not exercise its rights under clauses 7.8 (**Overdue Fees**) and 7.9 (**Suspension for Late Payment**) (above) to the extent that the Customer is disputing the applicable fees within the payment period and is acting reasonably and in good-faith and is cooperating diligently to resolve the dispute.
- 7.11 Taxes.** Unless otherwise stated, Embridge's fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases under any and all Order Forms and their associated Statements of Work. If Embridge has the legal obligation to pay or collect Taxes for which the Customer is responsible under this clause, the appropriate amount will be invoiced to and paid by the Customer, unless the Customer provides Embridge with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Embridge is solely responsible for Taxes assessable against it based on its income, property and employees.

7.12 Third Party Fees. For the avoidance of doubt, any fees payable by the Customer to a Third Party Provider, relating to a Third Party Product are separate from and shall be payable in addition to any fees due to Embridge under the Order Form and its associated Statement of Work.

8. Intellectual Property Rights

8.1 In relation to the Customer Data:

8.1.1 the Customer and its licensors shall retain ownership of all IPRs in the Customer Data; and

8.1.2 the Customer grants Embridge a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Customer Data (which includes, without limitation, extract, transform, load, modify, copy, report on and otherwise exploit the Customer Data) for the purpose of providing the Services to the Customer.

8.2 In relation to the Services:

8.2.1 Embridge grants the Customer a non-exclusive, non-transferable right to access and use the Services (including any documentation and data sheets available for the Services as relevant and updated from time to time) on an annual basis solely for the internal business purposes of the Customer and its Affiliates for the Minimum Term and any subsequent renewed term. Each annual grant is conditional upon the payment by the Customer of the relevant fees and Customer's compliance with the terms of the Order Form and its associated Statement of Work.

8.2.2 Embridge shall retain ownership and reserves all rights, title and interest in the Services, all Statistical Data, all related IPRs and any data or information provided and/or created by Embridge for the purpose of and/or in connection with performing the obligations under the Order Form and its associated Statement of Work including any Bespoke Connectors ("**the Material**").

8.2.3 Any IPR which may be created by Embridge during the provision of the Services including, without limitation, ideas, know-how, techniques, enhancements, improvements, updates or modifications to the Services (even if paid for by the Customer) are the property of Embridge and it retains ownership rights to all such IPRs. The Customer shall promptly take any steps and/or execute any document that is reasonably requested by Embridge to give effect to this provision. The Customer is granted the same licence at 8.2.1 above in relation to these IPRs.

8.3 Embridge will own all Statistical Data and nothing in the Agreement and/or Order Form will prevent nor limit Embridge in using or commoditising the Statistical Data, provided that the use of Statistical Data will not:

8.3.1 reveal any Personal Data to third parties; nor

8.3.2 breach confidentiality undertakings or Applicable Law.

9. Changes to the Services

- 9.1 If the Customer wishes to make a change to the scope of Services received, including any change as a result of any changes to a Third Party Product, the Customer will submit the details of the requested change to Embridge.
- 9.2 Embridge will provide a written estimate to the Customer of:
- 9.2.1 The likely time required to implement the change;
 - 9.2.2 Any necessary change to the fees;
 - 9.2.3 The impact of the change on any other aspect of the Services; and
 - 9.2.4 Any other necessary changes to the terms of the Order Form and its associated Statement of Work,
- in each case determined by Embridge acting reasonably and in good faith.
- 9.3 A change will only take effect once both parties have signed an amendment to the Agreement and/or a revised Order Form and its associated Statement of Work setting out the details of that change.

10. Term and Termination

- 10.1 The Agreement commences on the Effective Date and shall continue (unless terminated in accordance with clause 10.2 (**Termination for Cause**) or clause 10.3 (**Termination for an Insolvency Event**) below) until the termination or expiry of all existing Order Forms and their associated Statements of Work.
- 10.2 **Termination for Cause.** A Party may terminate the Agreement and/or any Order Form and its associated Statement of Work for cause by giving notice of termination to the other Party if the other Party (i) is in material breach of its obligations, and the breach is not capable of remedy; or (ii) is in material breach of its obligations that is capable of remedy but the other Party has not remedied the breach within thirty (30) calendar days' after it received notice of the breach. A breach by a Party of its obligations will be considered capable of remedy if the Party can perform the obligation in all respects other than as to time of performance.
- 10.3 **Termination for an Insolvency Event.** Either Party may terminate the Agreement and/or any Order Form and its associated Statement of Work by giving notice to the other Party if the other Party (i) becomes the subject of insolvency proceedings or any other proceeding relating, or analogous to, insolvency, receivership, liquidation or assignment for the benefit of creditors, (ii) goes into administration or an analogous arrangement; or (iii) becomes unable to pay its debts as they fall due.
- 10.4 **Effect of Termination.** Any termination of the Agreement and/or any Order Form under this clause 10 (**Term and Termination**) is without prejudice to the accrued rights and liabilities of either Party. Embridge will not be under any obligation to deliver any Services under an Order Form following the effective date of termination of the Order Form. If Embridge terminates the Agreement and/or any Order Form under clause 10.2 (**Termination for Cause**) or clause 10.3

(**Termination for an Insolvency Event**) it can also terminate all Order Forms and their associated Statements of Work entered into under this Agreement.

- 10.5 Surviving Provisions.** Any provision of the Agreement and/or any Order Form and its associated Statement of Work that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement and/or any Order Form will remain in full force and effect for such period as necessary.
- 10.6 Payment for termination.** Upon any termination by Embridge of an Order Form under clause 10.2 (**Termination for Cause**), the Customer will be liable to Embridge for any fees in an Order Form that have not been invoiced and that cover the remainder of the unexpired term of the Order Form after the effective date of termination. In no event will any termination relieve the Customer of the obligation to pay any fees payable to Embridge for the period prior to the effective date of termination. This remedy is without prejudice to any other rights or remedies Embridge may have under the Agreement and/or any Order Form and its associated Statement of Work.
- 10.7 Suspension.** Subject to clause 7.9 (**Suspension for Late Payment**) above, Embridge is entitled to suspend the performance of all or any of its obligations under the Agreement, any Order Form and any other agreement with the Customer:
- 10.7.1** if there is an actual or threatened Default by the Customer of the Agreement, any Order Form or any other agreement with the Customer. In such event, Embridge shall promptly contact the Customer to provide an explanation and coordinate an appropriate resolution; and/or
- 10.7.2** in order to protect the security and integrity of Embridge's or Embridge's Third Party Provider's systems, facilities and equipment.

The suspension will remain in effect until the actual or threatened Default that caused the suspension (if remediable) has been remedied.

10.8 Return of Customer Data on Termination

- 10.8.1** On termination or expiry of the Agreement and at the Customer's request, Embridge will make available to the Customer a file containing the last back-up of any Customer Data in the native database format along with attachments in their native format. The Customer may also request that such Customer Data is destroyed.
- 10.8.2** The Customer must provide Embridge with at least thirty (30) calendar days' notice in writing of a request for a return of any Customer Data on termination or expiry of the Agreement. Otherwise, the Customer is deemed to have requested destruction of any Customer Data and Embridge will thereafter, unless legally prohibited, delete and/or destroy any Customer Data in its systems.
- 10.8.3** The Customer may request a file containing the last back-up of Customer Data (taken by Embridge) in its native database format along with attachments in their native format at any time during the Term. The Customer must provide at least thirty (30) calendar days' notice in writing of the request (which may be by email or submitted as a support desk request).

10.8.4 Embridge reserves the right to charge the Customer on a time and materials basis at Embridge's prevailing rates for the Services for any work required to destroy and/or deliver a copy of any Customer Data under this clause 10.8.

11. Warranties

11.1 General Warranties. Each Party warrants that:

11.1.1 it has full capacity and authority and all necessary consents to enter into and to perform the Agreement and any Order Form and its associated Statement of Work;

11.1.2 the Agreement and any Order Form and its associated Statement of Work is executed by a duly authorised representative of each Party; and

11.1.3 it has validly entered into this Agreement and any Order Form and its associated Statement of Work and has the legal power to do so.

11.2 Customer Additional Warranties. The Customer warrants that it has in place all licences, consents and agreements necessary to enable Embridge to provide the Services. The Customer also warrants that the licence granted in clause 8.1.2 above will not infringe nor contravene any Applicable Law or third party rights.

11.3 Services Warranty. Embridge warrants that the Services shall perform materially in accordance with the relevant Statement of Work and be provided with reasonable care and skill. Embridge does not warrant that (i) the Customer's use of the Services will be uninterrupted or error-free; nor (ii) the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements. Embridge has no liability for any failure of the Services to provide any facility or function:

11.3.1 as a result of a failure by the Customer to comply with its obligations in the Agreement and/or any Order Form and its associated Statement of Work;

11.3.2 as a result of use of the Services in a manner for which they were not intended or other than as permitted under the Order Form and/or its associated Statement of Work; and/or

11.3.3 not specified in the relevant Order Form and/or its associated Statement of Work; and/or

11.3.4 as a result of the Customer adopting a different iteration or release of, or any update to, the Third Party Product that was in use as at the Effective Date.

11.3.5 as a result of incorrect instructions or information from the Customer or the Customer's failure to provide instructions or information.

11.4 To the extent the Services do not meet the warranty in clause 11.3, Customer shall notify Embridge promptly, and in any event within ten (10) Business Days of the date of performance of the alleged nonconforming Services, and provide all information and assistance reasonably requested by Embridge in connection therewith. Upon receiving such timely notice, as Embridge's entire obligation and Customer's sole and exclusive remedy, Embridge shall use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to the Customer.

11.5 Where Embridge has no liability for any failure of the Services to provide any facility or function under this clause 11 (**Warranties**) it reserves the right to charge the Customer the fees for the remainder of any Minimum Term or any successive recurring term.

12. Indemnity

12.1 This indemnity clause states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in clause 12.2 (**Indemnification by Embridge**) and 12.6 (**Indemnification by Customer**) respectively.

12.2 **Indemnification by Embridge.** Embridge shall defend the Customer, at Embridge's expense, against any Claims made or brought against the Customer by a third party alleging that the use of the Services directly infringes any IPR of a third party or misappropriates such third party's trade secrets. Further, Embridge shall indemnify and hold the Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against the Customer by a court of competent jurisdiction or an arbitrator or agreed to in a written settlement agreement signed by Embridge, in connection with such Claims. For the avoidance of doubt, Embridge will not indemnify the Customer under this clause 12 (**Indemnity**) for any claim for IPR infringement brought against the Customer in connection with any Third Party Product.

12.3 **Conduct of Claims.** Upon receiving notice of a Claim, the Customer shall: (a) give Embridge prompt written notice of the Claim; (b) give Embridge sole control of the defence and settlement of the Claim (provided that Embridge may not settle or defend any Claim unless it unconditionally releases the Customer of all liability); and (c) provide to Embridge, at Embridge's cost, all reasonable assistance in the defence or settlement of such Claim. Embridge's indemnification obligation will be offset or reduced to the extent its ability to defend or settle a Claim is jeopardized by the Customer's failure to comply with the preceding sentence.

12.4 **Disclaimer.** Embridge shall have no indemnification obligation for infringement claims arising from the combination of the Services with any of the Customer's products, services, hardware, data or business processes or use of the Services by the Customer other than in accordance with the terms of the Order Form and its associated Statement of Work.

12.5 **Remedies.** If the Services are held or likely to be held to be infringing, Embridge has the option, at its expense to (i) replace or modify the Services as appropriate, (ii) obtain a license for the Customer to continue using the Services, (iii) replace the Services with a functionally equivalent service; or (iv) as a final option having explored options (i) - (iii) but being unable commercially to provide these, terminate the Services and refund any prepaid fees following the effective date of termination.

12.6 **Indemnification by Customer.** The Customer shall indemnify, defend and hold Embridge harmless from and against any and all Claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting in whole or in part from:

12.6.1 breach of any Embridge or Embridge Third Party Provider IPRs;

12.6.2 any claim by a third party that the Customer Data infringes the IPR of such third party; and/or

- 12.6.3 the responsibilities of the Customer (under Applicable Law or the terms of any Order Form and/or its associated Statement of Work) in relation to the input, processing, intended or unintended release and/or storage of Customer Data by the Customer, or any Claims (whether or not bona fide) by Customer's ultimate end users, their legal representatives or other third parties in connection therewith.

13. Limitation of Liability

- 13.1 **Applicability.** Except for any specific limitations of liability elsewhere in the Agreement and/or any Order Form and its associated Statement of Work, this clause 133 (**Limitation of Liability**) sets out the entire aggregate liability of each of the Parties in respect of any Default by it or on its behalf.

- 13.2 **Non-excluded Liability.** Nothing in this Agreement and/or any Order Form and its associated Statement of Work, particularly in this clause 13 (**Limitation of Liability**), limits or excludes:

13.2.1 either Party's liability for fraud or fraudulent misrepresentation;

13.2.2 either Party's liability for death or personal injury attributable to negligence;

13.2.3 either Party's liability to the extent that such limitation or exclusion is not permitted by Applicable Law;

13.2.4 the Customer's liability for payment of undisputed and properly due fees; and

13.2.5 either Party's liability under clause 15 (**Confidentiality**) unless such liability arises from the Processing of any Personal Data under this Agreement and/or an Order Form and its associated Statement of Work. For the avoidance of doubt, clause 13.2.6 below applies to any Processing of Personal Data captured under clause 122 (**Indemnity**); and

13.2.6 for the Parties respective liabilities under clause 12 (**Indemnity**) above.

- 13.3 **Exclusion of Indirect, Consequential and other Damages.** Subject to clause 13.2 (**Non-excluded liability**), neither Party is liable to the other Party for any: indirect, special, incidental or consequential loss or damage; cover or punitive damages; damage to goodwill; loss or spoiling of data; and/or loss of contracts, however caused, whether in contract, tort or under any other form of liability, and whether or not the Party has been advised of the possibility of such damages. Subject to clause 13.2 (**Non-excluded liability**), Embridge is not liable to the Customer for any lost profits or revenues of the Customer however caused, whether in contract, tort or under any other form of liability, and whether or not the Party has been advised of the possibility of such damages.

- 13.4 **Limitation of Liability.** Subject to clauses 13.2 (**Non-excluded Liability**) and 13.3 (**Exclusion of Indirect etc.**) above, the entire liability of Embridge under the Agreement and/or any Order Form and its associated Statement of Work in respect of any Default will in no event exceed an amount equal to the aggregate of the amounts paid or payable by the Customer to Embridge under an Order Form in relation to the specific Service to which any Claim relates in the twelve months preceding the date of Default. In addition, Embridge's liability will be further limited to Losses sustained by the Customer only as a direct result of the Default.

- 13.5 **Related Exclusions.** Embridge will have no liability for a Default arising out of or connected with:

- 13.5.1 The use of any Material for a purpose not specified in or otherwise contemplated by the Agreement and/or an Order Form and its associated Statement of Work.
- 13.5.2 The use of any Material with any hardware, software, application or other service not approved by Embridge;
- 13.5.3 Any modification to any Material that is not made by Embridge or a person acting on Embridge's express instructions;
- 13.5.4 Any unapproved, negligent or reckless acts or omissions of the Customer, its Affiliates or its employees or agents in connection with the Agreement and/or an Order Form and its associated Statement of Work; or
- 13.5.5 Any act or omission by any third party engaged by the Customer.
- 13.6 **Claim.** Embridge will have no liability to the Customer in respect of any Loss arising from any Default unless the Customer has served notice of its Claim for those Losses on Embridge within 24 months after the date on which the Claim arose.
- 13.7 **Exclusion of Implied Terms.** Except as expressly provided in this Agreement and/or an Order Form and its associated Statement of Work, Embridge excludes to the fullest extent permissible by Applicable Law all Implied Terms.
- 13.8 **Cumulative Defaults.** If multiple Defaults occur that together results in or contribute substantially to the same Loss suffered, they will be deemed to constitute one Default for the purposes of any Claim by the Customer.
- 13.9 **Separate Limitations.** Each term of this clause 13 (**Limitation of Liability**) is to be construed as a separate limitation or other provision and shall remain in force notwithstanding expiry or termination of the Agreement and/or an Order Form and its associated Statement of Work.
- 14. **Support Services**
 - 14.1 Embridge shall provide the Support Services that are set out in Appendix 1, Part B.
 - 14.2 If the Customer identifies that the Standard Connector and/or the Bespoke Connector is not working, the Customer will promptly log a service desk call with Embridge. Embridge will respond and support a resolution in accordance with the service levels set out in in Appendix 1, Part B.
- 15. **Confidential Information**
 - 15.1 The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) and agrees:
 - 15.1.1 not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement and/or any Order Form and its associated Statement of Work; and
 - 15.1.2 except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' directors, officers, employees, contractors and agents who need such access for purposes consistent with the Agreement and/or any Order Form and its associated Statement of Work and who

are party to confidentiality agreements or similar arrangements with the Receiving Party containing protections no less stringent than those herein.

Neither Party shall disclose the terms of the Agreement and/or any Order Form and its associated Statement of Work to any third party other than to its Affiliates and accountants without the other Party's prior written consent. Where Embridge is the Receiving Party, the Customer as the Disclosing Party hereby gives consent to Embridge to share Confidential Information with Embridge Third Party Providers on confidentiality terms containing protections no less stringent than those herein.

15.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Applicable Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Applicable Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. Data Protection

16.1 Each Party shall comply with their respective obligations in the relevant Data Protection Legislation.

16.2 To the extent Embridge will be processing Personal Data as part of the Services, the Parties shall each comply with their obligations under the Privacy Policies and Data Processing Terms set out in Appendix 3 (**Data Processing Terms**).

17. General

17.1 Non-solicitation. During the Term and for 6 months after the Agreement's expiration or termination, both Parties undertake that they shall not, without the prior written consent of the other Party employ or solicit for employment, or solicit to provide services, as an employee, independent contractor or consultant any:

- employee
- independent contractor; or
- consultant

of the other Party (including in the case of Embridge any employee, independent contractor or consultant of the Embridge Third Party Provider). Nothing in this clause 17.1 (**Non-solicitation**) prevents either Party from employing or hiring any individual that has responded directly to a recruitment advertisement through a recruitment agency or a public advertisement. Each Party acknowledges that a breach by it of the provisions of this clause 17.1 (**Non-solicitation**) requires the expenditure of time and expense by the other Party in replacing any such person for which the other is entitled to recover as liquidated damages an amount equal to 50% of the gross

annual salary or annual fee(s) of the person concerned as at the time of the breach. This provision is without prejudice to the other Party's right to seek injunctive relief.

- 17.2 Suggestions.** Embridge shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer, including the Customer's end users, relating to the operation of the Services.
- 17.3 Dispute Resolution:** The Parties shall attempt in good faith to resolve any disputes which may arise between them. Prior to pursuing any legal rights, the aggrieved Party must provide written notification of the problem to a Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved Party must provide written notification of the problem to the Managing Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then either Party is entitled to pursue its legal rights.
- 17.4 Force Majeure.** Neither Party is liable for any delay in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes force majeure of Embridge's suppliers or Embridge Third Party Providers, the failure to properly fulfil obligations by suppliers which the Customer has instructed Embridge to use, as well as any defect in any third party services which the Customer has instructed Embridge to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the Parties will have the right to terminate an Order Form by giving notice to the other in accordance with clause 17.8 (**Notices**). Any Services which have been delivered or performed pursuant to any Order Form and its associated Statement of Work before the force majeure event may be invoiced by Embridge and are payable by the Customer.
- 17.5 Waiver.** No failure or delay by either Party in exercising any right under the Agreement and/or any Order Form and its associated Statement of Work will constitute a waiver of that right.
- 17.6 Relationship of the Parties.** The Parties are independent contractors. The Agreement and/or any Order Form and its associated Statement of Work does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 17.7 Severance.** If any provision (or part of a provision) of this Agreement and/or any Order Form and its associated Statement of Work is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement is not affected and the provision (or relevant part thereof) will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
- 17.8 Notices.** Except as otherwise specified in the Agreement and/or an Order Form and its associated Statement of Work, all notices, permissions and approvals hereunder shall be in writing. All notices of termination and notices under clauses 12.2 (**Indemnity**) and 17.3 (**Dispute Resolution**) (Legal Notices) must be clearly identified as Legal Notices.

All notices to Embridge must be addressed for the attention of its Finance Director at the

registered office address given in the Order Form, or as otherwise notified in writing to the other Party (with a copy also sent by email to its Finance Director). Legal Notices to the Customer must be addressed to the Customer at the address given in the Order Form, or as otherwise notified in writing to the other Party. All other notices to the Customer shall be addressed to the relevant system administrator designated by the Customer in the Order Form.

Notices are deemed delivered as follows:

17.8.1 If delivered by hand, at the time the notice is left at the proper address or, if it is not a Business Day, the next Business Day.

17.8.2 If sent by next working day delivery service, on the second Business Day after mailing.

17.9 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

17.10 Assignment. Except as otherwise specified in the Agreement, the Customer may not assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Agreement or any Order Form, in whole or in part, without the prior written consent of Embridge. Embridge may assign, transfer, sublicense or sub-contract any of its rights or obligations under this Agreement or any Order Form in whole or in part, provided it gives written notice of such dealing to the Customer.

17.11 Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement or any Order Form.

17.12 Counterparts. The Agreement and any Order Form and its associated Statement of Work may be executed in counterparts, which taken together will form one legal instrument.

17.13 Variation. No modification, amendment, or waiver of any provision of the Agreement and/or any Order Form and its associated Statement of Work is effective unless in writing and signed by both Parties.

17.14 Electronic Signature. Transmission of an executed document (but for the avoidance of doubt not just a signature page) by: (i) fax; or (ii) e-mail (in PDF or other agreed format); or (iii) electronic signature system (i.e. DocuSign) will take effect as delivery of the relevant document.

17.15 Law and Jurisdiction. The Agreement and any Order Form and its associated Statement of Work is governed exclusively by the laws of England and Wales and any disputes, whether contractual or non-contractual, arising out of or related hereto, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

Signed on behalf of Embridge:

Name:	
Title:	
Date:	

Signed on behalf of the Customer:

Name:	
Title:	
Date:	

Appendix 1

Part A – Available Services

Part B – Support Services

The subscription for the Services includes the following Support Services:

Description	Note
Support desk issue logging	Provision of a support desk for the Customer to log any issues it is experiencing with a Standard Connector and/or any Bespoke Connector. A ticket reference will be created for each new case.
Issue resolution in line with Support Service Levels below	If the Customer logs a call with the support desk, Embridge will use commercially reasonable endeavours to respond within the response times detailed below.
Onboarding source and destination supplier communication	Liaising with Third Party Providers in relation to the integration service and associated workflows utilising LEO as part of the onboarding of a Standard Connector and/or any Bespoke Connector.
Minor Upgrades	Minor technical updates, upgrades, or adjustments on the underlying technology (LEO, source and destination systems) that are required for a flow to operate as designed. Minor upgrades do not include changes that impact the initial and signed off scope of the solution and technical approach set out in the Order Form and its associated Statement of Work.
Technical Monitoring	Monitoring by Embridge of the integration and associated workflows and troubleshooting issues identified.
Status reporting of flow integrations	Status reporting as well as monitoring and reporting of the agreed volume, consumption and/or threshold of services set out in an Order Form and its associated Statement of Work will be part of this status reporting of flow integrations. Automatic notifications will be emailed to a nominated customer contact in relation to Bespoke and/or Standard Connectors as follows: • Event driven error and success notification. • Weekly operational summary notification. • Monthly subscription consumption summary notification.
Minor changes to data mapping	Minor changes to data mapping values that are held outside of the source or destination applications and are required for a flow to operate as designed.

	Minor changes do not include changes that impact the initial and signed off scope of the solution and technical approach set out in the Order Form and its associated Statement of Work.
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As part of its subscription, the Customer is entitled to receive the number of hours of Support Services set out in the Order Form. Any additional hours for Support Services will be charged to the Customer, at Embridge's prevailing rates, pursuant to clause 7.3 of the Agreement.

Support Service Level:

Availability	Support team will be available Monday – to Friday* 08:00 – 18:00 *excluding Bank and Public Holidays in the UK
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Response Times:

Embridge will use commercially reasonable endeavours to respond within the response times detailed below.

LEO Priority	Response within
Severity 1	30 minutes
Severity 2	1 hour
Severity 3	2 hours
Severity 4 & 5	4 hours

Severity Levels:

Severity Level	Definition
Severity 1	A critical incident with very high impact.
Severity 2	A major incident with significant impact.
Severity 3	A minor incident with low impact, with the potential to become a major incident if not addressed quickly.
Severity 4	A support request that is irritating but does not impact overall system functionality.
Severity 5	A support issue that doesn't impact product usability.

Appendix 2 – Order Form

ORDER FORM

This Order Form and its associated Statement of Work are governed by the LEO Services Agreement dated into between Embridge and the Customer.

<u>Parties</u>	(1) Embridge Consulting (UK) Limited (Co No 09600193) whose registered office is Fleet House, Springhead Enterprise Park, Springhead Road, Northfleet, Kent, DA11 8HJ (" Embridge "); and
	(2) (" Customer ")
Services	Standard Connectors: The delivery of a standard connector as set out in the Statement of Work dated xxxx Support Services: Up to 7.5 hours per month.
Effective Date	
Minimum Term	3 years from the Billing Start Date
Subscription fee	Year 1: Year 2: Year 3: Pricing does not include VAT and is subject to indexation, CPI +2% or 4% whichever is the higher.
Onboarding fee	£0.00 Any additional hours for Onboarding or data cleansing will be charged to the Customer, at Embridge's prevailing rates.
Billing Start Date	Same as the Effective Date
Embridge Third Party Provider and sub-processors	Microsoft Ireland Operations Limited Climb Global Solutions Limited (trading as Grey Matter)
Number of Users/Usage Restrictions/Volume Metric	Usage and volume Restrictions: Fair usage fees:
Payment frequency	Payment annually in advance for all subscription fees.

Payment terms	As per clause 7 of the Agreement.
Invoice address (if different from above)	As above
Invoice by email (if yes insert address)	
Customer System Administrator	
Support Services:	As set out in Appendix 1, Part B.

Signed on behalf of Embridge:

Name:	
Title:	
Date:	

Signed on behalf of the Customer:

Name:	
Title:	
Date:	

Appendix 3: Data Processing Terms

1. SUBJECT OF THESE DATA PROCESSING TERMS

In these data processing terms ("**Data Processing Terms**"):

- 1.1 The Customer (hereinafter referred to as the "**Controller**") is the Party, who (alone or in conjunction with others) determines the purposes and means of Processing of any Personal Data.
- 1.2 Embridge (hereinafter referred to as the "**Processor**") is the Party, who acts on behalf of the Controller without being subject to its direct authority.
- 1.3 The Processor will Process the Personal Data for the Controller (and Controller consents to the same) in accordance with applicable law and these Data Processing Terms including the Data Processing Information.
- 1.4 The Data Processing Information sets out:
 - 1.4.1 in Section 1, without limitation, the purposes and means of the Processing, the categories of Personal Data that will be Processed and the retention period for such Personal Data and the country(ies) (or place(s)) where the Personal Data will be Processed.
 - 1.4.2 in Section 2, the applicable Security Measures adopted by the Processor, which the Controller confirms are adequate.
 - 1.4.3 in Section 3, the details of any Sub-Processors.
- 1.5 The Data Processing Information shall be updated from time to time during the term of these Data Processing Terms, if necessary.

2. PROCESSING

- 2.1 The Processor and the Controller shall, without undue delay, provide each other with all necessary information to enable proper compliance with the Data Protection Legislation.
- 2.2 The Processing of Personal Data takes place in the country/place or countries/places set out in Section 1 of the Data Processing Information and Controller gives its explicit permission for the Processing of the Personal Data in the countries/places mentioned in Section 1 of the Data Processing Information. If Processing will take place in another place (s) / country (s), the Processor will inform the Controller of this.
- 2.3 Where Processing of Personal Data takes place in a country outside the UK for which the UK has not provided an adequacy decision, Processing will only take place provided that there are appropriate safeguards that provide an adequate level of protection for Personal Data. In such a case, to ensure appropriate contractual safeguards, the Parties will comply with their respective obligations in the Standard Contractual Clauses (or such other appropriate safeguards that the Data Protection Authority or a competent regulator decides provides for a sufficient level of protection) and the Controller hereby consents and instructs the Processor to carry out such Processing.

3. RESPONSIBILITIES OF THE PROCESSOR

- 3.1 The Processor will Process the Personal Data in a proper and careful manner in accordance with these Data Processing Terms and will ensure compliance with the Data Protection Legislation.
- 3.2 The Processor will only Process Personal Data in accordance with the performance of the Agreement and/or Order Form and the written instructions provided by the Controller, unless the Processor is legally obliged to Process the Personal Data in a manner contrary to this. In the latter case, the Processor will inform the Controller of the relevant legal provisions and its obligations thereunder.
- 3.3 The Processor will only Process Personal Data for the purposes for which it has received instructions and to fulfil the obligations delegated under these Data Processing Terms. The Processor will not use the Personal Data for other purposes.
- 3.4 The Processor will not provide the Personal Data to a third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data), unless this exchange takes place on the instructions of the Controller or in the context of the performance of the Agreement and/or Order Form, these Data Processing Terms (including the Data Processing Information) or when this is necessary to comply with a legal obligation or court order.

- 3.5 The Processor will not alter, edit, amend or otherwise change the Personal Data without the Controller instructing it to do so.
- 3.6 The Processor shall give its reasonable cooperation to the Controller to fulfil requests of a Data Subject in relation to his/her rights under the Data Protection Legislation such as, but not limited to, (i) granting Data Subjects access to their Personal Data; (ii) rectifying or erasing Personal Data at the request of the Data Subject; (iii) presenting evidence of the rectification or erasure of his Personal Data; (iv) providing the Personal Data, which the Data Subject has provided to the Controller and the Controller has passed to the Processor and; (v) transmitting any Personal Data of the Data Subject to another Controller (data portability). If a request is made to return or provide a copy of the Personal Data, the Processor will provide the Personal Data in a structured, widely used and machine-readable format.
- 3.7 In the event the Processor receives a request or objection from a Data Subject (which could be a request for (without limitation) information, access, rectification, data transfer, introducing a processing restriction, or transfer of the Personal Data), the Processor will forward that request immediately to the Controller.
- 3.8 The Processor shall maintain a record of all categories of Processing activities carried out on behalf of Controller, in accordance with the Data Protection Legislation. The Processor shall provide the Controller with all necessary information in relation to the same.
- 3.9 The Processor shall support the Controller in complying with the legal information obligations of a Data Protection Authority or Data Subjects and, if necessary, shall, if it concerns technology of the Processor, assist the Controller where a Privacy Impact Assessment is required by the Data Protection Legislation.
- 3.10 If the Controller is subject to specific request for information from a Data Subject or third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data) entitled to make such a request, the Processor will assist the Controller with this. The Processor shall not take any steps in relation to any enquiry received from a Data Subject or a third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data), except in accordance with any previous instructions of the Controller. If a Data Subject contacts the Processor to enforce his or her claims related to Data Protection Legislation, the Processor shall forward this request promptly to the Controller.

4. RESPONSIBILITIES OF THE CONTROLLER

- 4.1 The Controller is responsible for the lawful Processing of the Personal Data and compliance with the Data Protection Legislation including, but not limited to, the protection of the rights of the Data Subjects.
- 4.2 The Controller shall be solely responsible for determining the purposes for which and the way in which the Personal Data is to be Processed.
- 4.3 The Controller is responsible for informing the Data Subjects and guaranteeing the rights that the Data Subjects can exercise based on the Data Protection Legislation and other applicable privacy laws and regulations and for communication with the Data Subjects.
- 4.4 The Controller warrants that the collected Personal Data is adequate, relevant and not excessive in relation to the purposes for which the Personal Data is transferred and (further) Processed.
- 4.5 The Controller shall make available all information that the Processor may need for the Processing, in a timely fashion and in the agreed format set forth in Section 1 of the Data Processing Information.
- 4.6 The Controller shall be responsible and liable (as between the parties themselves and to the Data Subjects and the Data Protection Authority) for: (i) ensuring Data Subjects have given the appropriate consent to the Processing (whether by the Processor or any Sub-Processors) and/or ensuring they have the lawful basis to do so; and (ii) any claims or complaints resulting from the Processor's actions to the extent that those actions are the result of the Controller's instructions.

5. SUB-PROCESSORS

- 5.1 The Processor will engage the Sub-Processor(s) listed in Section 3 of the Data Processing Information or in an Order Form by entering into the Agreement and/or the relevant Order Form.
- 5.2 The Controller hereby consents to changes in Sub-Processors. The Processor will inform the Controller in writing in advance of any intended changes, for example regarding replacement, of any Sub-Processor. The Controller may

object to such changes in writing, within 10 Business Days of written notification of such a change to the Sub-Processors.

- 5.3 The engagement of a Sub-Processor does not affect the obligations of the Processor towards the Controller in any way. Access to the relevant Personal Data may only be granted when the Sub- Processor complies (or assures compliance) in all material respects with the obligations of these Data Processing Terms. The Processor will execute a written agreement with Sub-Processors in relation to the sub-processing of any Personal Data, which will comply with the Data Protection Legislation and, where practicable, be on materially the same terms as these Data Processing Terms.
- 5.4 Section 3 of the Data Processing Information lists the current Sub-Processors, the Processing location and the description of the work. The Processor will, if necessary and within a reasonable time after a change, update this Section during the term of the Agreement.
- 5.5 Where the Processor sub-contracts any of its obligations to a Sub-Processor who has been approved by the Controller (under the Agreement and/or any Order Form or if different by subsequent approval), the Processor shall remain liable under these Data Processing Terms for the actions of those Sub-Processors.
- 5.6 Where the Processor sub-contracts any of its obligations to a Sub-Processor, Controller may (in some circumstances) provide instructions to the Sub-Processor in relation to the Processing of its Personal Data by the Sub-Processor. In such circumstances, Processor shall not be responsible for a breach of these Data Processing Terms that results from the Sub-Processor acting on the instructions of Controller, whether or not Processor is aware of the same.

6. SECURITY AND DATA BREACHES

- 6.1 The Processor will take the technical and organizational security measures that comply with Data Protection Legislation and industry good practice necessary to ensure the availability, integrity and confidentiality of the Personal Data and to protect it against loss or unlawful Processing.
- 6.2 The technical and organizational security measures are described in Section 2 of the Data Processing Information and comply with generally accepted security standards. The Controller acknowledges that it considers the arrangements set out in Section 2 of the Data Processing Information are sufficient for the appropriate security of the Personal Data in accordance with Data Protection Legislation.
- 6.3 The Processor shall notify the Controller without undue delay after becoming aware of a Data Breach.
- 6.4 The notification mentioned in paragraph 6.3 shall contain at least:
 - 6.4.1 the nature of the Data Breach including, where possible, the categories and approximate number of Data Subjects and the categories and approximate number of Personal Data records concerned;
 - 6.4.2 the name and contact details of the data protection officer or another contact person where more information can be obtained;
 - 6.4.3 the likely consequences of the Data Breach;
 - 6.4.4 the measures taken or proposed to be taken by the Processor to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 6.5 The Processor shall support the Controller in fulfilling its statutory information obligations towards any supervisory authorities and/or the Data Subjects, in case of a Data Breach.
- 6.6 The Processor shall inform the Controller immediately if the Processor considers that any Processing instruction given by the Controller infringes any Data Protection Legislation.

7. ADDITIONAL CONFIDENTIALITY PROVISIONS

- 7.1 The Processor shall keep the Personal Data that it Processes under the Agreement and/or any Order Form confidential and shall take all necessary measures to ensure the confidentiality of the Personal Data. The Processor will also impose the obligation of confidentiality on its personnel and person engaged by it who have access to the Personal Data.

- 7.2 The confidentiality obligation referred to in this article shall not apply if the Controller has given written permission to provide the Personal Data to a third party, or in case of a legal obligation to provide the Personal Data to a third party.

8. DATA PROTECTION AUDITS

- 8.1 The Processor enables the Controller to review the compliance of the Processor with these Data Processing Terms or to allow a review through independent auditors, at the cost of the Controller, without the use of any company confidential information of the Processor and without disturbing the operations of the Processor. In case the audit shows that the Processor is not in compliance with its obligations under these Data Processing Terms, the Processor shall remedy or rectify the shortcomings identified by the review as soon as reasonably possible. In such a case the Processor will bear the reasonably incurred and justifiably demonstrable costs of the auditor (payment only being made on presentation of a valid invoice from the auditors for such costs).
- 8.2 An audit can take place no more than once a year, unless there is sufficient evidence that shows that the Processor is not complying with its obligations under these Data Processing Terms. The Processor shall provide the Controller with all information reasonably necessary to perform the audit.
- 8.3 In the event of an investigation by a Data Protection Authority or another competent authority ("**Authority**"), the Processor will provide all reasonable cooperation and inform the Controller as soon as possible.
- 8.4 The Processor shall designate an individual to be the point of contact who will support the Controller in the fulfilment of disclosure obligations arising from Processing and the Processor shall inform the Controller of the contact details for the point of contact.

9. CHANGES

- 9.1 Where any changes to the performance of an obligation under the Agreement and/or an Order Form has material consequences in respect of the Processing of Personal Data, the Processor will provide the Controller with a notification of the proposed amendments to these Data Processing Terms (such notification may be electronic mail, or via another channel). The Controller will provide any objections, in respect of material changes only, to the amended terms within 7 days of receipt (of notification) and if it does not object, the Controller will be deemed to have accepted the changes and the updated version will apply on the effective date indicated.
- 9.2 Amendments to the Data Processing Information may be made by the Processor from time to time and published on its website. These changes will be notified to the Controller (such notification may be by electronic mail, or via another channel), stating the version number and the date of entry of the updated version. Material changes to the Data Processing Information will not be made without providing the Controller the opportunity to object.

10. MUTUAL LIABILITY

- 10.1 The Processor shall be liable to the Controller for fines and / or penalties imposed on the Controller by or on behalf of a Data Protection Authority and for claims relating to any loss or damage suffered by a Data Subject, where it has been established that these penalties and / or penalty payments or claims are directly attributable to a failure by the Processor to Process Personal Data in accordance with Data Protection Legislation or other applicable privacy legislation.

To avail itself of this paragraph 10.1, the Controller shall:

- 10.1.1 inform the Processor immediately in writing of the existence and the subject matter of the claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Data Protection Authority to impose a penalty or order for a penalty;
 - 10.1.2 to act and communicate to the Data Protection Authority or to the Data Subject in consultation with the Processor;
 - 10.1.3 object and / or appeal against imposed fines if there is reason to do so; and
 - 10.1.4 leave the handling of the case, including the making of any settlements, entirely to the Processor. To this end, the Controller will grant the necessary powers of attorney, information and cooperation to the Processor to defend itself against these legal actions, if necessary in the name of the Controller.
- 10.2 The Controller shall be liable to the Processor for fines and / or penalties imposed on the Processor by or on behalf of the Data Protection Authority and

for claims for loss or damage suffered by a Data Subject, where it has been established that these penalties and / or penalty payments or claims are attributable to the failure by the Controller to comply with Data Protection Legislation or other applicable privacy legislation.

To avail itself of this paragraph 10.2, the Processor shall:

- 10.2.1 inform the Controller in writing without delay of the existence and the subject matter of a claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Data Protection Authority to impose a penalty or order for a penalty;
 - 10.2.2 to act and communicate to the Data Protection Authority or to the Data Subject in consultation with the Controller;
 - 10.2.3 object and / or appeal against imposed fines if there is reason to do so; and
 - 10.2.4 leave the handling of the case, including the making of any settlements, entirely to the Controller. To this end, the Processor will grant the necessary powers of attorney, information and cooperation to the Controller to defend itself against these legal actions, if necessary in the name of the Processor.
- 10.3 Insofar as the Parties share liability (whether joint and severally or otherwise) towards third parties, including Data Subject(s), or have a fine jointly imposed upon them by the Data Protection Authority, the Parties shall remain liable to each other under paragraphs 10.1 and 10.2 for such part of such liability to third parties and of any such joint fine that is proportionate to its degree of responsibility for the event giving rise to such liability or joint fine, taking account of the decision of any court or competent tribunal, the Data Protection Authority and the contribution made by any breach by a Party of its obligations under these Data Processing Terms.

11. TERM AND TERMINATION

- 11.1 These Data Processing Terms will take effect in relation to any Order Form on the Effective Date of that Order Form and in relation to the Agreement on the date of the Agreement.
- 11.2 Upon termination or expiry of the Agreement, the Processor shall return, or at the Controller's request either destroy or save, any Personal Data in the manner set forth in Section 1 of the Data Processing Information. In case any Personal Data are held or stored in a computer system or in any other form which reasonably cannot be handed over to the Controller, the Processor will destroy the Personal Data on its systems immediately, unless the Parties agree otherwise in writing.

Data Processing Information Schedule

Section 1:

Description (Products)	Details
Subject matter of the processing	The Processor (<i>Embridge</i>) will as part of this Agreement and any Order Form entered into under it, have access to the personal data of the Controller's (<i>Customer's</i>) personnel dealing with Embridge in relation to the software integration services and associated workflows utilising LEO (<i>Embridge's Digital Integration Platform</i>), and the personal data contained in the Controller's systems that are utilising Embridge's Digital Integration Platform. Embridge Third Party Providers as Sub-Processors will as part of this Agreement and any Order Form entered into under it, have access to the personal data of the Controller's (<i>Customer's</i>) personnel dealing with Embridge in relation Embridge's Digital Integration Platform and the personal data contained in the Controller's systems that are utilising Embridge's Digital Integration Platform.
Place of processing	UK but see section 3 of this schedule for details on potential international data transfers.
Duration of the processing	This will be within the agreed contractual dates.
Nature and purpose of the processing	To facilitate the fulfilment of the Processor's obligations arising under this Agreement and/or any Order Form. The collection, recording, organization, storing, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and processing of Personal Data provided by the Customer for the purposes of receiving services utilising Embridge's Digital Integration Platform.
Type of Personal Data	Personal data will and special category personal data may be stored on the Controller's systems that are utilising Embridge's Digital Integration Platform to which the Processor will have access during the term of the Agreement and/or any Order Form. The types of personal data can include, but are not limited to: supplier names (can include but is not limited to company, individual, self-employed), present addresses (delivery and home office), email addresses, phone numbers, supplier invoice details, bank details, VAT number, DUNS number, employee name, applicant names, address (current and former), date of birth, sex, telephone number, email address, religious belief, sexual orientation, marital status, political opinion, disability, race, and with or without dependents name, gender, bank details (current and former), NI number, salary history, including pension history, termination record, bonus nomination, sickness record (including medical/self-certificates), activity code, contract of employment, changes to terms and conditions, travel and subsistence records and any other personal and special category personal data the Customer or its users submit to the Customer's systems in the course of their use of these systems.
Categories of Data Subject	The categories of data subject that the Processor may access include but are not limited to employment and recruitment records, pay and pension records, health records, bank details and supplier details (can include but is not limited to company, individual, self-employed, staff, prospective staff and tenderers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	At the end of the term of the Agreement (howsoever arising) the Processor will, upon the Controller's request, delete and/or destroy or transfer all files, records, documents, information and other materials relating to the contract that are in its possession or under its control and / or any personal data within the Embridge Digital Integration Platform, generated in an accessible format stipulated by the Processor, to the Controller or to the Controller's representative. The Processor may need to make a charge for this. If no such request is made at the end of the term of the Agreement, the Controller is deemed to have requested destruction of any personal data and Embridge will thereafter, unless legally prohibited, delete and/or destroy any personal data. The Controller can also request a transfer of all files etc during the term of the Agreement. The Processor may also need to make a charge for this. No Personal Data should be retained beyond the term of the Agreement.

Section 2: Security Measures

The Processor shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- is in accordance with the law and these terms;
- as a minimum demonstrates good industry practice.

Data processing information is / will be provided for each Sub Processor and may be updated from time to time and will comply with the relevant data protection laws.

The Processor shall operate an access control regime to ensure all users and administrators of the Processor's System are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Processor shall retain an audit record of accesses. The Processor shall retain audit records collected for a period of at least 6 Months.

Section 3: Sub-Processors

Embridge uses Microsoft Azure and its associated products to host Embridge's Digital Integration Platform. As a result, the below Sub-Processors will be Processing the Personal Data for the Controller.

Microsoft Ireland Operations Limited

Data processing information is readily available on the website here: <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>.

Microsoft via the Processor or direct will inform the Customer in advance of any changes to sub-processors and the Controller will have the opportunity to object to such changes in writing. From a practical perspective, if the Controller objects then the parties would need to discuss the requirements of the Controller continuing to use the SaaS or solutions or Apps.

Please note that the Microsoft Azure data centres are in London and Cardiff and that all Embridge support will be provided from the UK. However Microsoft may transfer Customer Data outside the UK and any such transfers are hereby approved provided they are governed by an International Data Transfer Addendum to the European Commission's standard contractual clauses for international data transfers issued by the UK Information Commissioner's Office under S119A(1) of the UK Data Protection Act 2018.

Microsoft's security measures are as described in <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>.

Please note that you authorise Microsoft to:

(i.) to create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers); and

(ii.) to calculate statistics related to Customer Data

in each case without accessing or analyzing the content of Customer Data and limited to achieving the purposes below, each as incidental to providing the Services to Customer.

Those purposes are:

- billing and account management;
- compensation such as calculating employee commissions and partner incentives;
- internal reporting and business modeling, such as forecasting, revenue, capacity planning, and product strategy; and
- financial reporting.

Climb Global Solutions Limited (trading as Grey Matter)

Climb Global Solutions Limited (CGS) is a Microsoft partner that provides Embridge with technical support in its use of Microsoft Azure. This technical support will involve CGS accessing personal data within the Microsoft Azure platform. For example, where a technical support agent needs database access to diagnose or fix an issue. No personal data is transferred to or copied by CGS in these circumstances.

CGS may, at times, also have administrator access to Embridge's Microsoft Azure platform. At such times, they will be able to access any data in Microsoft Azure including the Controller's data that Processor is processing.

If CGS appoints a sub-processor, it will inform the Processor in advance of that change and the Controller will have an opportunity to object to such change. From a practical perspective, if the Controller objects then the parties would need to discuss the requirements of the Controller continuing to use Embridge's Digital Integration Platform.

All support by CGS will be provided from the UK. However CGS may transfer Customer Data outside the UK and any such transfers are hereby approved provided they are governed by an International Data Transfer Addendum to the European Commission's standard contractual clauses for international data transfers issued by the UK Information Commissioner's Office under S119A(1) of the UK Data Protection Act 2018.

Additional Sub-Processors:

Embridge may be required to appoint certain third parties to provide (or assist in the provision of) part of the Services to the Customer. By signing this Agreement, the Customer agrees that Embridge may subcontract the processing of personal data to such sub-processors.

Embridge shall notify the Customer of the sub-processors who will be engaged by Embridge as part of the specific Services requested by the Customer.

Any sub-processors engaged by Embridge shall be subject to data protection terms between Embridge and the sub-processor which are to all material extents no less protective than those set out in this Agreement. Embridge will inform the Customer in advance of any intended changes concerning the addition or replacement of sub-processors and thereby give the Customer the opportunity to object to such changes. If the Customer does not object in writing within ten (10) business days of receipt of notice, the Customer is deemed to have accepted the change to the sub-processors. If the Customer does object in writing within ten (10) business days of receipt of the notice, Embridge and the Customer will discuss the possible resolutions within a reasonable timeframe and without detriment to the Parties and to their compliance with each of their respective obligations set forth in the Agreement and/or any Order Form. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed forty (40) business days, the Customer may terminate the relevant Service which cannot be provided by Embridge without the use of the objected to new sub-processor.

Embridge shall comply with any further written instructions with respect to processing by the Customer. Any such further instructions shall be incorporated into this schedule.