



Sunrise SaaS Agreement

January 2026





SUNRISE SOFTWARE LIMITED SAAS SERVICES AGREEMENT

This Agreement is between Sunrise Software Limited whose principal business address is 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom ("Sunrise") and the customer as detailed in the Order Form ("Customer") in connection with the provision of the SaaS Service of Sunrise to the Customer, as set out in the Order Form.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

Affiliates	means any business entity that is connected to the Customer, including any clients or third party providers of the Customer;
Business Day	means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays);
Commencement Date	means the date this Agreement is signed by both parties;
Confidential Information	means in relation to either party (the first party) any and all information (which may be written, oral or in any other format) that: (a) is by its nature confidential; and/or (b) the other party knows or ought to know is confidential; or (c) is designated by the first party as confidential; and is disclosed by the first party to or otherwise learnt or acquired by the other party from the first party under or in connection with this Agreement or its subject matter;
Customer Data	means all electronic data or information submitted by the Customer to the SaaS Service;
Data Protection Legislation	means any law, directive, legislative enactment, order, regulation, rule or other binding instrument relating to the protection of personal data, being the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU General Data Protection Regulation 2016/679, each as amended and supplemented from time to time during the Term. The terms "personal data", "process", "data controller", "data processor", "sub-processor" and "data subject" where used in this Agreement will have the meanings ascribed to them in Data Protection Legislation;
Documentation	means the standard documentation of Sunrise setting out details of the SaaS Service, including any applicable user information for operation of the SaaS Service (in whatever form), made available to the Customer from time to time and as may be updated from time to time by Sunrise;





Fees	means the fees payable by the Customer in consideration for provision of the SaaS Service, as set out in the Order Form and payable in accordance with this Agreement;
Intellectual Property Rights	means any patents, trade marks, domain names, design rights, moral rights, topography rights, rights in databases, rights in software, copyrights, inventions, trade secrets and other confidential information, know how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing, including any renewals or extensions;
Malicious Code	means viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents or programs;
New Release	means any subsequent releases of the Software that Sunrise makes generally available to its Customers as part of the SaaS Service;
Order Form	means an agreed statement setting out details of the SaaS Service ordered by the Customer pursuant to this Agreement, including any User limitations, the Fees and the Subscription Term, including any additional services that the Customer may have requested to be provided by Sunrise, in accordance with this Agreement;
SaaS Service	means the subscription services provided by Sunrise via the web-based Software available for access and use by the Customer in accordance with this Agreement, via the website notified to the Customer by Sunrise from time to time including relevant support services as detailed in Schedule 1 and relevant Documentation, and as ordered by Customer in an Order Form;
Security Breach	means any security breach relating to: (a) personal data reasonably determined by Data Protection Legislation to be sufficiently serious or substantial to justify notification to the Information Commissioner's Office or other relevant supervisory authority in accordance with the Data Protection Legislation; or (b) personal data reasonably determined by Data Protection Legislation to be sufficiently serious or substantial to give rise to a material risk of litigation by third parties affected by the breach;
Service Commencement Date	shall have the meaning set out in Clause 2.15;
Software	means each Sunrise software programme as specified in an Order Form which form part of the SaaS Service pursuant to this Agreement, including New Releases, excluding Third Party Software;
Subscription Term	means the term during which the Customer has paid the Fees and has the right to use the SaaS Services, as





specified in an Order Form, subject to payment by the Customer of the Fees at the intervals specified in the applicable Order Form as determined in accordance with Clause 7 of this Agreement;

Third Party Software means software which is not owned by Sunrise but is provided by Sunrise as an ancillary element of the SaaS Service, subject to the relevant third party's terms and conditions;

Users means the number of individuals who are authorised by the Customer to use the SaaS Service (as detailed in the relevant Order Form), during the Subscription Term and who have been supplied with access details to the SaaS Service by the Customer (or Sunrise at the Customer's request), including appointed Affiliates. Users may include employees, consultants, contractors and agents of the Customer or third parties provided that the Customer shall be responsible and fully liable for each User's compliance with or breach of the terms of this Agreement and for all relevant Fees payable in respect of the number of Users.

1.2 As used in this Agreement (unless the context otherwise requires):

- 1.2.1 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter includes the masculine and the feminine;
- 1.2.2 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it;
- 1.2.3 a reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the Commencement Date;
- 1.2.4 references to a person include a partnership, corporation or association (whether incorporated or unincorporated), as well as a natural person;
- 1.2.5 references to a party are references to a party to this Agreement and shall, except where the context requires otherwise, include its successors in title and permitted assignees;
- 1.2.6 references to clauses and schedules are to the clauses of, and schedules to this Agreement;
- 1.2.7 the words other, includes, including, for example and in particular do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
- 1.2.8 references to this Agreement are to this Agreement as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended from time to time in accordance with the requirements of this Agreement.





2. SaaS SERVICE

- 2.1 In consideration of payment by the Customer of the Fees and the Customer agreeing to abide by the terms of this Agreement, Sunrise will make the SaaS Service available to the Customer and its Users pursuant to this Agreement and the applicable Order Form(s) during the Subscription Term.
- 2.2 **User Limitations.** Limitations on the number of Users and other limitations on the use of the SaaS Service will be specified in the applicable Order Form and the Customer shall (and shall ensure that each User) abides by the provisions of those User limitations as well as the terms of this Agreement.
- 2.3 Sunrise shall provide the SaaS Service in accordance with this Agreement and the service levels set out in Schedule 1, and in accordance with applicable laws and regulations.
- 2.4 **Third Party Software.** Sunrise may provide certain Third Party Software indirectly to the Customer via the SaaS Service without additional cost to the Customer. The Third Party Software may only be used in conjunction with the SaaS Service provided by Sunrise. The Customer undertakes to comply with any end user licence agreement terms relating to the Third Party Software, subject to the Third Party Software being an integral part of the SaaS Service. Sunrise does not warrant or support Third Party Software except in so far as it is a necessary and integral part of the SaaS Service provided by Sunrise.
- 2.5 Subject to the Customer purchasing the User subscriptions in accordance with this Agreement, the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, Sunrise hereby grants to the Customer a non-exclusive, non-transferable right to permit the authorised Users to use the SaaS Service and the Documentation during the Subscription Term for its business purposes. For the avoidance of doubt, the Customer shall not seek to resell or otherwise commercialise the SaaS Service to any other third party without Sunrise's explicit prior written consent.
- 2.6 In relation to the authorised Users, the Customer acknowledges and undertakes that:
- 2.6.1 the maximum number of types of Users that it authorises to access and use the SaaS Service and the Documentation shall not exceed the number of User subscriptions the Customer has purchased as specified in the Order Form, or as agreed in writing between the parties during the Subscription Term;
- 2.6.2 each authorised User shall be able to access the SaaS Service and Documentation through log on details provided to the User by Sunrise and the SaaS Service automatically keeps track of the number of Users of the SaaS Service so that the SaaS Service will only be able to be accessed by the number of Users authorised and paid for by the Customer;
- 2.6.3 it shall permit Sunrise to audit the SaaS Service in order to establish the authenticity of type and volume of Users on an ongoing basis;
- 2.6.4 if an audit referred to in Clause 2.6.3 reveals that any access to the SaaS Service has been provided to any individual who is not an authorised User or that the number or type of User accessing the SaaS Service is not as authorised for the type of subscription that has been purchased under this Agreement, then without prejudice to Sunrise's other rights, Sunrise shall be entitled to disable access of Users to the SaaS Service or request that the Customer pays relevant Fees representing the type of User and/or volume of Users that are accessing the SaaS Service as calculated in accordance with the Fees set out in the Order Form (or as increased in accordance with this Agreement) within 10 Business Days of the date of the relevant audit.





- 2.7 The Customer shall not access, store, distribute or transmit any Malicious Code, or any material during the course of its use of the SaaS Service that:
- 2.7.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.7.2 facilitates illegal activity;
 - 2.7.3 depicts sexually explicit images;
 - 2.7.4 promotes unlawful violence;
 - 2.7.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 2.7.6 causes damage or injury to any person or property;
- and Sunrise reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.8 The Customer shall not:
- 2.8.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 2.8.1.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.8.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 2.8.2 access all or any part of the SaaS Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
 - 2.8.3 license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercialise, or make the SaaS Service and/or Documentation available to any third party except the authorised Users.
- 2.9 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Sunrise.
- 2.10 Subject to Clause 2.11, the Customer may, from time to time during any Subscription Term, purchase additional User subscriptions in excess of the number set out in the relevant Order Form (as may be amended by written agreement between the parties from time to time) and Sunrise shall grant access to the SaaS Service and the Documentation to such additional authorised Users in accordance with the provisions of this Agreement.
- 2.11 If the Customer wishes to purchase additional User subscriptions, the Customer shall notify Sunrise in writing. Sunrise shall evaluate such request for additional User subscriptions and respond to the Customer with approval or disapproval of the request (such approval not to be unreasonably withheld). If Sunrise approves the Customer's request to purchase additional User subscriptions, the Customer shall, within 30 days of the date of Sunrise's invoice, pay to Sunrise the relevant Fees for such additional User subscriptions and, if such additional User subscriptions are purchased by the

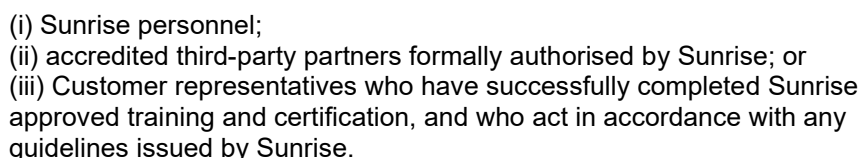




Customer part way through a subscription year (as applicable), such Fees shall be pro-rated for the remainder of that subscription year and remain in place for the rest of the Subscription Term. Any such additional User subscription fees payable under this clause shall be payable in accordance with Clause 5 as part of the Fees under this Agreement.

- 2.12 The SaaS Service may allow access to website content or links to other third party websites. Any such content or third party websites accessed by the Customer are accessed at the Customer's own risk. Sunrise makes no representation and shall have no liability or obligation in relation to the content or use of any such third-party website and does not endorse or approve any third-party website or such content.
- 2.13 The Customer may require the Software forming the SaaS Service to be set out with certain functionality and configuration settings which has been carried out by Sunrise or the Customer. The Customer shall be entitled to access the Software system manager function to change the settings of the SaaS Service for setting access information and authorities, permissions and how the Customer's business logic is integrated for use of the SaaS Service. The Customer acknowledges that it can change these functionality settings within the SaaS Service, but no such changes shall affect the Software operating within the SaaS Service and all rights (including any Intellectual Property Rights) within the SaaS Service, including any functionality setting changes, shall remain the property of Sunrise.
- 2.14 Sunrise shall have in place and maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 2.15 The SaaS Service can be accessed by the Customer upon notification by Sunrise that the Customer may access the SaaS Service, following the date the Software is 'stood up' within the Sunrise cloud platform and prior to any configuration work being carried out ("Service Commencement Date"). The Fees for provision of the SaaS Service shall be chargeable from the Service Commencement Date and invoiced by Sunrise in accordance with the sums on the Order Form, in accordance with Clause 5 of this Agreement.
- 2.16 Sunrise shall not be liable in connection with the provision of the SaaS Service in accordance with this Agreement (including the service levels detailed in Schedule 1) to the extent of any non-conformance which is caused by use of the SaaS Service contrary to Sunrise's instructions.
- 2.17 If the SaaS Service does not conform with the Documentation or the terms of this Agreement, Sunrise will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this Agreement relating to non-conformance to the provision of the SaaS Service. Notwithstanding the foregoing, Sunrise:
 - 2.17.1 does not warrant that the Customer's use of the SaaS Service will be uninterrupted or error-free; nor that the SaaS Service, Documentation and/or the information obtained by the Customer through the SaaS Service will meet the Customer's requirements; and
 - 2.17.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the SaaS Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 2.18 The Customer may only undertake configuration or customisation of the SaaS Service using:





- ### 3 CUSTOMER RESPONSIBILITIES

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no liability for any damage caused by errors or omission in any information provided by the Customer in connection with the SaaS Service, or any actions taken by the Customer in connection with the SaaS Service.

4 CUSTOMER DATA

4.19 By submitting Customer Data to the SaaS Service, the Customer is acting as a data controller (as defined in applicable Data Protection Legislation), and as such, the Customer shall (a) have the sole responsibility for the accuracy, quality, integrity, legality, validity and reliability of Customer Data and of the means by which it acquired the Customer Data (including but not limited to the consents/permissions required to process that Customer Data within the SaaS Service) in accordance with this Agreement; and (b) ensure that data processing instructions given to Sunrise are compliant with applicable Data Protection Legislation.

4.20 The Customer acknowledges and agrees that Sunrise is acting as a data processor only for the purposes of processing personal data on behalf of the Customer (as the data controller) in accordance with its instructions and for the purposes of this Agreement. It is anticipated that the types of personal data to be processed in connection with the SaaS Services are as follows:

4.20.1 **Subject matter, nature and purpose of processing:** To provide the SaaS Services under this Agreement.

4.20.2 **Duration:** For the Term of this Agreement.

4.20.3 **Type of personal data:** Customer employees, contact details, other information that the Customer determines shall be included within the SaaS Service.

Sunrise agrees to comply with its obligations as a data processor, as may be set out in applicable Data Protection Legislation and in accordance with the terms and conditions of this Agreement, for providing the SaaS Service to the Customer.

4.21 If Sunrise processes any personal data (as defined in applicable Data Protection Legislation) on the Customer's behalf when performing its obligations under this Agreement:

4.21.1 Sunrise shall not transfer personal data outside the European Economic Area unless specifically instructed by the Customer;

4.21.2 Sunrise shall only process the personal data to the extent that it is necessary to perform the SaaS Services and Sunrise's other obligations under this Agreement;

4.21.3 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Sunrise so that Sunrise may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf and process personal data in accordance with applicable Data Protection Legislation;

4.21.4 the Customer shall ensure that the relevant data subjects have been informed of, and have either given their consent to, such processing or the Customer has another suitable legal basis for such processing, as required by all applicable Data Protection Legislation;

4.21.5 Sunrise shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time and the Customer is not aware of any circumstances likely to give rise to a breach of any of the Data Protection Legislation in the future;

4.21.6 taking into account the nature of the processing, provide such reasonable assistance in fulfilling the Customer's obligations to respond to requests from data subjects





exercising their rights under Data Protection Legislation in respect of the processing activities undertaken by Sunrise under this Agreement;

- 4.21.7 not give access to or transfer any personal data to any third party (other than to sub-contractors of Sunrise authorised in accordance with this clause) without the Customer's prior written consent. Where Sunrise engages another sub-contractor to carry out any processing of personal data, Sunrise shall ensure the reliability and competence of the third party who may have access to the personal data and shall seek to include in any contract with the third party provisions appropriate to protect personal data in accordance with Data Protection Legislation;
- 4.21.8 ensure that personnel (including employees and contractors) required to access the personal data have committed to keep personal data confidential and comply with the obligations set out in this Clause 4 or are under an appropriate statutory obligation of confidentiality;
- 4.21.9 upon the termination of the Agreement at the Customer's request, securely destroy or return the personal data to the Customer and delete existing copies (unless applicable law requires storage of the personal data), in accordance with this Agreement;
- 4.21.10 keep and maintain records of all of its processing of personal data under this Agreement and provide the Customer relevant information regarding Sunrise's processing activities during the Term of the Agreement, which will include providing access to and the right to audit such information as reasonably requested by the Customer, at reasonable times and on reasonable notice;
- 4.21.11 ensure that any of Sunrise's staff who process personal data for the purposes of this Agreement are reliable and have been trained in relation to the requirements of Data Protection Legislation and in the care and handling of personal data;
- 4.21.12 not perform its obligations under this Agreement in a way that causes the Customer to breach any applicable obligations under Data Protection Legislation;
- 4.21.13 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage, to ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the personal data to be protected. Without limiting this Clause 4.3.13, Sunrise shall provide the SaaS Services with the levels of security set out in its Information Security Policy, as in force from time to time during the Term.
- 4.22 If Sunrise:
 - 4.22.1 becomes aware of any unauthorised or unlawful processing of any personal data or that any personal data is lost or destroyed or has become damaged, corrupted or unusable; or
 - 4.22.2 becomes aware of any Security Breach,

Sunrise shall notify the Customer within a reasonable period following discovery of the Security Breach and shall provide such reasonable assistance as may be necessary in order to respond in accordance with its obligations under applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators as soon as reasonably practicable.

- 4.23 The Customer may download Customer Data from the SaaS Service at any time it is available. It is the Customer's responsibility to download the Customer Data it wants to retain prior to termination of this Agreement for any reason. Sunrise will assist the Customer with download of Customer Data at the Customer's request subject to Sunrise's





relevant charges thereunder. Following termination of this Agreement for any reason, Sunrise shall have no obligation to maintain or provide any Customer Data and on termination shall (unless legally prohibited), delete all Customer Data in its systems (including within the SaaS Service) or otherwise in its possession or control.

- 4.24 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for that Customer Data, including (but not limited to) data subject under applicable Data Protection legislation.
- 4.25 Sunrise shall follow its data backup and business continuity procedures for Customer Data as set out in Schedule 1, as such document may be amended by Sunrise in its sole discretion from time to time. Subject to Clause 4.10, the Customer shall be entitled to the remedies set out in Schedule 1 relating to any loss of Customer Data.
- 4.26 The Customer shall indemnify and keep indemnified, defend and hold Sunrise harmless from any costs, damages, expenses or claims incurred or brought by a third party against Sunrise due to any failure by the Customer of its obligations as a data controller under applicable Data Protection legislation and/or breach of this Clause 4.
- 4.27 During the defence or settlement of any claim under Clause 4.8, Sunrise shall be entitled to suspend all or part of the SaaS Services for the purpose of ensuring there is no continued infringement by the Customer under this Agreement. If Sunrise suspends such access by the Customer under Clause 4.8, the Fees shall continue to be payable by the Customer and the Customer shall not be entitled to a refund of any pre-paid Fees in this instance.
- 4.28 Sunrise shall defend the Customer from any claim by a third party brought against the Customer alleging breach by Sunrise of its obligations under this Clause 4, provided that: (a) Sunrise is promptly notified of the claim; (b) Sunrise receives reasonable information and cooperation from the Customer necessary to perform Sunrise's obligations under this Clause 4.10; (c) Sunrise has sole control over the defence and all negotiations for a settlement or compromise; and (d) any sums payable under this Clause 4.10 shall not exceed the sum of £1,000,000 for any one claim or series of claims in aggregate in any period of 12 months from the Commencement Date and each anniversary thereof.

5 FEES

- 5.19 All Fees payable in respect of the SaaS Service are as specified in the applicable Order Form and payable annually, starting from the Service Commencement Date and annually thereafter on each anniversary of the Service Commencement Date.
- 5.20 Fees shall be fixed for the initial Subscription Term detailed on the Order Form and payable from the Service Commencement Date. Following the end of the initial Subscription Term, Sunrise shall be entitled to increase the Fees payable under this Agreement in accordance with any increases in RPI or based on current market value as agreed between the parties, whichever is higher, over the initial Subscription Term or any further Renewed Term (as defined in Clause 7.2), which shall be invoiced to the Customer in advance, thirty (30) days before each anniversary of the Service Commencement Date. If the Customer wishes to raise any queries relating to the Fees that would apply after the end of initial Subscription Term, then the Customer must notify Sunrise within seven (7) days of receipt of the invoice for the next period, so that this can be discussed with the Customer and agree any changes prior to the end of the thirty (30) day advance period.
- 5.21 The Customer shall pay to Sunrise all sums due in respect of an invoice raised in accordance with this Agreement, within thirty (30) days of the date of invoice, in pounds sterling to such bank account as is specified in the invoice.
- 5.22 If the Customer requires a purchase order number on a renewal invoice, the Customer must provide this to Sunrise at least 12 weeks before the end of the Subscription Term or Renewed Term. If a renewal invoice is rejected by the Customer due to no purchase order





number being provided by the Customer, Sunrise will apply a re-invoicing administration fee £50.

5.23 All renewal invoices must be paid in full before the end of the then current Term, and before the Renewed Term commences.

5.24 Should the Customer fail to make payment on any undisputed invoice on or before the due date of any sum due in accordance with this Clause 5:

5.24.1 interest on the amount unpaid shall accrue from the date such amount was due until the date of payment at the rate of 4% per annum above the base rate during such period of Barclays Bank PLC, such interest to be calculated daily; and

5.24.2 without prejudice to Sunrise's right to be paid interest, Sunrise may suspend the delivery of the SaaS Service and performance of the Support and Maintenance Services until payment in full of such outstanding sums are received.

5.25 All amounts stated to be payable under this Agreement are stated as exclusive of any VAT chargeable on them, which VAT shall also be paid by the Customer at the rate and in the manner prescribed by relevant law.

5.26 **Professional services:** If the Customer requires any professional services as detailed on an Order Form, then Sunrise shall be entitled to charge for such professional services as detailed on that Order Form. Sunrise shall raise an invoice for charges for such professional services as follows:

5.26.1 75% on receipt of Sunrise's invoice for such professional services which is non-refundable ; and

5.26.2 25% on performance of those professional services.

5.26.3 The exception will be services sold as packages such as safe hands time, training and upgrade packages that will be invoiced 100% on receipt of order.

5.8.4 If Customer has not yet paid such professional services invoice pursuant to this clause 5.8 and the Customer wishes to cancel the professional services less than five (5) business days prior to its scheduled commencement date, the Customer shall pay Sunrise fifty percent (50%) of the estimated professional services Fees plus non-recoverable expenses. In any event, If the Customer cancels the professional services engagement less than two (2) business days prior to its scheduled commencement date, the Customer agrees to pay Sunrise one hundred percent (100%) of the estimated professional services Fees plus non-recoverable expenses. For avoidance of doubt, if Customer has paid in accordance with clause 5.6.1, and cancels the professional services with less than two (2) business days prior to its scheduled commencement date, the Customer is obligated and agrees to pay the remaining twenty five percent (25%). At Sunrise's sole discretion such professional services Fees may be waived if Sunrise is able to reassign the Services staff to another engagement prior to the scheduled commencement date.

6 TRANSFER OF RIGHTS

The Customer may not transfer, assign, sub-licence or delegate its rights to use or duties under this Agreement without the prior written consent of Sunrise (not to be unreasonably withheld). Any transfer, assignment, sub-licence or delegation in violation of this clause shall be void.

7 TERM AND TERMINATION

7.19 This Agreement comes into force on the Commencement Date and continues until the end of the Subscription Term or unless this Agreement is renewed in accordance with





Clause 7.2 below, or unless it has been terminated in accordance with the terms of this Clause 7.

- 7.20 After the end of the initial Subscription Term for the SaaS Service, the Subscription Term shall automatically renew for additional periods of twelve months ("Renewed Term") unless either party gives notice to the other of non-renewal at least ninety (90) days before the end of the relevant Subscription Term (or relevant Renewed Term) (the "Term").
- 7.21 Either of the Customer or Sunrise may (without prejudice to any other rights) forthwith terminate this Agreement by written notice to the other:
- 7.21.1 if the other commits a material breach of any provision of this Agreement and such breach is incapable of remedy, or that party fails to remedy such breach (where capable of remedy) within thirty (30) days of receipt of a notice from the innocent party specifying the breach; or
- 7.21.2 if the other party becomes insolvent, compounds with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a bona fide reconstruction) or shall have a receiver, administrative receiver, or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the law of its domicile, or a floating charge is placed over the assets of the other party.
- 7.22 Upon any termination pursuant to Clause 7.3 by the Customer due to a material breach by Sunrise, then Sunrise shall refund the Customer the proportion of any prepaid Fees covering the remainder of the Subscription Term(s) or relevant Renewed Term, from the effective date of termination to the end date of each respective Subscription Term or relevant Renewed Term.
- 7.23 Upon any termination pursuant to Clause 7.3 by Sunrise due to a breach, action or failure by the Customer, then the Customer shall be liable to pay all Fees covering the remainder of the Subscription Term(s) or relevant Renewed Term from the effective date of termination to the end date of each respective Subscription Term or relevant Renewed Term.
- 7.24 On termination of this Agreement for any reason:
- 7.24.1 all licences granted under this Agreement (including, but not limited to, the Customer's ability to access and use the SaaS Service, Software and Documentation) shall immediately terminate. Sunrise shall be entitled to disable all relevant access to the SaaS Service, Software and Documentation;
- 7.24.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 7.24.3 the accrued rights of the parties as at termination shall not be affected.
- 7.25 Any obligations to pay Fees and the provisions of Clauses 8, 9, 10 and 11 shall survive termination of the Agreement for any reason.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.19 The Customer acknowledges and agrees that Sunrise and/or its licensors own all Intellectual Property Rights in the SaaS Service, Software and/or the Documentation.
- 8.20 Except for the access and use of the SaaS Service for the Subscription Term, this Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the SaaS Service, Software and/or the Documentation.





8.21 Sunrise confirms that it has all the rights to be able to provide the SaaS Service, Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.22 Subject to clause 9.6, Sunrise shall defend the Customer from any claim by a third party brought against the Customer alleging that the Customer's use of the SaaS Service infringes or misappropriates the Intellectual Property Rights of a third party, provided: (a) Sunrise is promptly notified of the claim; (b) Sunrise receives reasonable information and cooperation from the Customer necessary to perform the Customer's obligations under this Clause 8.4; and (c) Sunrise has sole control over the defence and all negotiations for a settlement or compromise.

9 LIABILITY

9.19 Sunrise warrants that the SaaS Service will operate materially in accordance with the Documentation.

9.20 The warranty at Clause 9.1 will not apply if: (i) the SaaS Service is not used in accordance with this Agreement or the Documentation; (ii) the Software and/or the SaaS Service or any part thereof have been modified by any entity other than Sunrise; (iii) a malfunction in the SaaS Service has been caused by any of the Customer's equipment or third party software, Internet service provider failures or delays, or denial of service attacks; and (iv) the Customer's changes to the functionality settings within the SaaS Service (as allowed under this Agreement) does not operate in accordance with the Documentation. Sunrise reserves the right to charge the Customer for rectification work required to be carried out to the SaaS Service in order to remedy such defects or malfunction.

9.21 The following provisions set out in this Clause 9 set out Sunrise's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:

9.21.1 any breach of its contractual obligations arising under this Agreement; and

9.21.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.

9.22 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or any of its officers, employees or agents or the liability of either party for fraud or fraudulent misrepresentation.

9.23 Subject to Clause 9.4 and the requirement of the Customer to pay the Fees to Sunrise in accordance with this Agreement, neither party shall be liable to the other party under or in connection with this Agreement (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) for any indirect, special, incidental or consequential loss or loss of business, goodwill, profits, revenue, anticipated savings or contracts.

9.24 Subject to Clauses 4.10, 8.4, 9.4 and 9.5, the total aggregate liability of Sunrise to the Customer (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) under or in connection with this Agreement for any direct loss or damage howsoever caused shall be limited to and in no circumstances shall exceed an amount equal to 100% of the Fees paid or payable by the Customer to Sunrise under the Agreement where any such liability relates to a cause of action in connection with (i) the SaaS Service in respect of the period of twelve (12) months prior to the date of such cause of action, or if such cause of action arose during the period of twelve (12) months from the Commencement Date, the amount that would have been payable by the Customer in respect of the period of twelve (12) months from the Commencement Date as at the date on which any relevant cause of action accrues; or (ii) 100% of charges paid or payable in respect of any professional charges raised in respect of the provision of those specific professional services provided by Sunrise under this Agreement in respect of which such liability arose.





- 9.25 The Customer acknowledges that it is exclusively responsible for:
- 9.25.1 selecting the SaaS Service and determining whether the throughput, capacity and performance of the SaaS Service is suitable for its requirements;
 - 9.25.2 supervision, management and control of the use of the Software pursuant to the terms of this Agreement and ensuring that its' personnel and all authorised Users are, at all times, educated and trained in the proper use and operation of the SaaS Service; and
 - 9.25.3 processing its data and insuring the security and accuracy of all inputs and outputs provided that there is no failure on Sunrise's part, including any results obtained from the use of the SaaS Service.

10 NONDISCLOSURE/CONFIDENTIALITY

- 10.19 Subject to the remaining provisions of this Clause 10, at all times during the Subscription Term and thereafter each party shall keep secret and confidential all Confidential Information of the other party and each party undertakes:
- 10.19.1 not to disclose any such Confidential Information to any third party other than its responsible employees who require such disclosure where necessary for the proper performance of that party's duties under this Agreement and provided that such employees will individually comply with all obligations of confidentiality imposed upon that party by the provisions of this clause;
 - 10.19.2 to take all reasonable steps to minimise the risk of disclosure of such Confidential Information by employees;
 - 10.19.3 to use such Confidential Information only for the purposes of using the Software and receiving the Services, or as otherwise permitted by this Agreement; and
 - 10.19.4 not to disclose to any third party the Fees agreed or fees paid to or by either the Customer or Sunrise in relation to the delivery of any part of this Agreement.
- 10.20 The obligations of confidentiality imposed by Clause 10.1 shall not apply to any information which the recipient party can prove:
- 10.20.1 was already known to it prior to its receipt from the disclosing party and at the time the recipient party acquired such information, the recipient party was not under any obligation of confidence to the disclosing party with respect to such information; or
 - 10.20.2 was subsequently disclosed to it lawfully by a third party who lawfully obtained the information and who was not bound by any obligation of confidence in respect of the information to the disclosing party; or
 - 10.20.3 was in the public domain at the time of receipt by it or has subsequently entered into the public domain other than by reason of a breach of the provisions of this clause or a breach of any obligation of confidence owed by it to the disclosing party; or
 - 10.20.4 where the Customer is the recipient, that it is necessary to disclose in order to obtain the benefit of the SaaS Service and/or the Software, and/or perform its obligations or exercise its rights under this Agreement (provided that such disclosure is only to the extent necessary to obtain the benefit of the SaaS Service and/or the Software, and/or perform such obligations or exercise such rights); or
 - 10.20.5 where Sunrise is the recipient party, that it is necessary to disclose in order to provide the SaaS Service and/or the Software, and/or otherwise perform its obligations under this Agreement (provided that such disclosure is only to the extent necessary to provide the SaaS Service and/or the Software, and/or perform such obligations).





10.21 Clause 10.1 does not affect any disclosure or announcement required by law or any regulatory body or the rules of a recognised stock exchange, but the party with the obligation to make a disclosure or announcement shall consult with the other party so far as is reasonably practicable before complying with such obligation.

11 GENERAL

11.19 Sunrise shall not be liable to the Customer for any delay or non-performance arising from any cause beyond its reasonable control including (but not limited to) floods, fire, war, explosion, civil commotion, acts of government, accidents beyond its reasonable control, strikes or other industrial disputes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage or default of suppliers or sub-contractors ("Force Majeure Event"). If a Force Majeure event persists in preventing Sunrise from performing its obligations under this Agreement for a period of more than three months then the Customer may terminate this Agreement by giving Sunrise thirty (30) days written notice. Termination pursuant to this clause shall not relieve the Customer from making payments under this Agreement.

11.20 The Agreement shall be governed by and construed under the laws of England and Wales (including for contractual and non-contractual disputes) and the parties submit to the non-exclusive jurisdiction of the English Courts.

11.21 All notices must be in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by (i) internationally recognised overnight courier service or (ii) registered or recorded delivery mail, return receipt requested, postage prepaid, in each case addressed to the Finance Department at the receiving party's address as specified in this Agreement or alternate notice address requested in writing.

11.22 If a provision of the Agreement or portion thereof is found to be invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of such provision or the remaining provisions of the Agreement.

11.23 The waiver by either party of any default or breach of any provision of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

11.24 The Agreement, including all attachments and documents incorporated by reference, represents the entire agreement between the parties, and expressly supersedes and cancels any other agreements, whether oral or written, on the subjects herein.

11.25 Each party acknowledges that it is not entering into the Agreement on the basis of any representations not expressly contained herein, providing such representations were not made fraudulently.

11.26 The parties are and shall act as independent contractors and not act as an agent or partner of, or joint venturer with the other party for any purpose and neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

11.27 Other than as specified herein, this Agreement may only be supplemented or modified by an amendment in a writing executed by the parties. When a Sunrise Order Form or other Sunrise document is used to place an order, no additional or conflicting term in a purchase order or other document shall have any effect. In the event of any conflict between the terms of this Agreement and a Sunrise Order Form accepted under it, the terms of the Sunrise Order Form shall prevail.

11.28 The terms of this Agreement are intended to apply as between the parties to it and not to any third parties referenced in it or acquiring rights under it and the parties exclude any application of any rights to such third parties.





11.29 Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture or agency between the parties and neither party shall have the authority to act in the name of or on behalf of the other.





Schedule 1

The SaaS Service shall be provided to authorised Users of the Customer in accordance with the Documentation and shall be supported in accordance with the “Service Levels” detailed in this Schedule.

Sunrise shall have no obligation to provide support to the Service Levels detailed in this Schedule for any period in which the Customer is in material breach of its Agreement with Sunrise, including any period in which the Customer has failed to make payments in accordance with the terms of this Agreement.

Availability

Sunrise shall use commercially reasonable endeavours to make the SaaS Service available 24 hours a day, 7 days a week for 99% of the time for each year during the subscription term, except for (a) scheduled maintenance works (which, to the extent practicable, will be undertaken outside of normal UK business hours (Monday-Friday 08:30-17:30) and for which Sunrise will provide at least 48 hours advance notice to Customer); or (b) any unavailability caused by circumstances beyond Sunrise's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Sunrise employees), Internet service provider failures or delays, or denial of service attacks.

Sunrise shall make the SaaS Service available 99% of the time for each year during the subscription term, except as provided below. Availability will be calculated per year of the subscription term, as follows:

$$x = (y - z) / y * 100$$

Where:

- “x” is the Availability of the Software during the year;
- “y” is the total number of hours in such year less downtime for:
 - a. Any scheduled maintenance works of which Sunrise gives 48 or more hours’ notice in accordance with the Agreement or via an on-screen message in the Service. Sunrise will use commercially reasonable efforts to schedule all scheduled maintenance works outside of normal UK business hours (Monday-Friday 08:30 -17:30).
 - b. Any period of unavailability lasting less than 15 minutes.
 - c. Any unavailability caused by circumstances beyond Sunrise's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Sunrise employees), or third-party Internet service provider failures or delays, or denial of service attacks.
 - d. Any Customer initiated actions or omissions (whether implemented by Sunrise or the Customer).
 - e. Any downtime caused by the Customer breaching agreed user limits.
- “z” means the number of hours for each year in the subscription term during which the Customer is unable to log into the Software (other than for reasons set forth in definition of “Excluded” above); provided that Sunrise has been notified or is otherwise aware (or reasonably should be aware) of the Customer’s inability to utilize the Software.





Service Credits

Should Sunrise fail to make the service available to the Service Levels in each year of the subscription term, the Customer may continue to use the SaaS Service but receive a service credit of 5% of the year's aggregate services fee paid or payable by the Customer to Sunrise.

The Service Credits described in this paragraph shall be the sole remedies available to the Customer for Availability Service Levels falling below 99%.

The Customer shall have the right to apply such credits against future invoices raised within 1 year of credits being issued. In the event the Customer does not use the credits within 1 year of issue, the customer agrees that the credits will be forfeit.

User Environment

The Customer environment must comply with the recommendations in the Sostenuto Hardware and Software Configuration Guide.

If the issue is possibly related to environmental issues we will at all times endeavour to help you resolve such issues. In this case the resolution will consist of providing an opinion as to the likely causes of the problem and suggestions on remedial action to you.

Support Services

Telephone Hotline Support. During the Sunrise Telephone Support Business Hours listed below, Sunrise shall provide to Customer technical assistance by telephone with the connection, access to and use of the Service.

Telephone Support Business Hours

The Telephone Support Business Hours are 08:30 to 17:30 UK time on Business Days.

Incidents can be logged on a 24-hour basis, but we will only be required to respond during the Telephone Support Business Hours.





Response and resolution targets

We will use commercially reasonable endeavours to reach the following response and resolution target times:

Priority	Target Response	Target Resolution
1	1 hour	3 hours
2	3 hour	1 day
3	6 hours	3 days
4	1 day	5 days

Elapsed times shall be measured against our hours of service.

Priority definitions

Priority 1 Critical	All or significant functionality unavailable, causing a significant operational impact.
Priority 2 High	Significant functionality unavailable, but interim workaround is available.
Priority 3 Medium	Certain aspects of functionality, no operational impact but inconvenient.
Priority 4 Low	Requests for Information or Incidents on test system.

The Service Levels start when the Incident is moved to the Open state. If your Incident is urgent please call the Service Desk on 0208 391 4646.

The Support mailbox will be checked every 2 hours during Telephone Support Business Hours as a minimum. All Incidents received into the mailbox will be logged within 1 hour from checking.
NB All urgent Incidents to be logged by phoning the Service Desk on 0208 391 4646, see above.

A response is defined as our acknowledgement of the Incident with an update on the progress.

A resolution is defined as identifying and advising the Customer User of the steps to resolve or supplying the next release. If no response is received from the Customer after three attempts to contact the customer the Incident will be marked as resolved.

Customer escalation procedure

If you are unhappy with the service provided the following escalation procedure should be followed:

Contact via our switchboard on 0208 391 9000

1. Service Desk
2. Service Desk Manager
3. Technical Operations Manager
4. Head of Service Delivery

Sunrise escalation process

The following are notified when the 'to breach' time equals:

75%: Owner of Incident

90%: Service Desk Manager / Technical Operations Manager

100%: Head of Service Delivery

Customer responsibilities

- To provide nominated members of staff to liaise with the Sunrise who are appropriately trained in the use of the Software in the SaaS Service; and
- To log Incidents through members of staff of the Customer appropriately trained in the use of the Software in the SaaS Service.





Data Centre

The SaaS Service is hosted within Microsoft Azure's UK South and UK West regions, both located within the United Kingdom and operated exclusively within the UK geography.

Microsoft Azure's UK regions comprise multiple independent datacentre facilities designed for high availability and fault tolerance. Azure does not publicly disclose exact physical facility addresses for security reasons; however, all regions operate in accordance with internationally recognised standards and undergo regular independent audit.

Microsoft Azure is accredited to, and compliant with, a wide range of global standards, including but not limited to:

- ISO 27001 (Information Security)
- ISO 27017 (Cloud Security)
- ISO 27018 (Personal Data Protection in the Cloud)
- ISO 22301 (Business Continuity)
- SOC 1, SOC 2, and SOC 3
- PCI DSS
- Cyber Essentials Plus

For the full schedule of Microsoft Azure compliance accreditations, see:

<https://learn.microsoft.com/en-us/compliance/regulatory/offering-home>

All customer data remains stored and processed exclusively within the United Kingdom unless explicitly agreed otherwise with the Customer.

Data Backup and Business Continuity

Sunrise shall put in place and maintain a back-up schedule for Customer Data and will perform routine and emergency data recovery in accordance with this Schedule.

Microsoft Azure UK South comprises multiple Availability Zones, providing physical datacentre separation for resilience within the region. In the event of a failure within one Azure Availability Zone, services will automatically failover to another zone within the same region.

In the event of a total regional failure affecting UK South, service continuity is assured through Microsoft Azure's regional pair architecture, whereby the SaaS Service can be recovered to the Azure UK West region.

Backups of all relevant databases and attachments are taken in accordance with Sunrise's backup policy and stored within Azure using geo-redundant or zone-redundant storage as appropriate. Backups are encrypted in transit and at rest.

In the event of data loss occurring as part of normal operations, Sunrise shall use reasonable endeavours to restore data from the most recent valid backup as soon as possible, at no cost to the Customer.

In the event of data loss caused by the Customer, Sunrise shall provide recovery services subject to Sunrise's then-current rates, including restoring data from the most recent backup.





Addendum: Configuration and Customisation of the SaaS Services

1. The Customer may only undertake configuration or customisation of the SaaS Service using:
 - (i) Sunrise personnel;
 - (ii) accredited third-party partners formally authorised by Sunrise; or
 - (iii) Customer representatives who have successfully completed Sunrise approved training and certification, and who act in accordance with any guidelines issued by Sunrise.
2. Any configuration or customisation undertaken by unauthorised persons may result in:
 - (i) the invalidation of support and maintenance services to the extent the issue is caused by or relates to such unauthorised work;
 - (ii) Sunrise being entitled to charge the Customer for time spent investigating and remedying the issue at its then-current professional services rates; and
 - (iii) an increase in future support and maintenance charges reasonably determined by Sunrise to reflect the added complexity or risk to system integrity.
3. Sunrise reserves the right to require the Customer to remove or reverse any unauthorised configuration changes and may suspend support services until this has been done.
4. Sunrise shall have no liability under this Agreement for any Fault, Incident, support failure or service degradation arising wholly or in part from changes to the SaaS Services carried out by any party other than those listed in Clause 1 of this Addendum.

