



SAAS AGREEMENT

REGARDING

**ENTERPRISE COMPETENCY
MANAGEMENT SOLUTION**

BETWEEN

COMAEA UK LIMITED

AND

SAAS AGREEMENT

This SaaS agreement (the “Agreement”) is entered into between

- 1) Comaea UK Limited, Registration Number 10560930, 55 Baker Street, London, W1U 7EU, (“Comaea”)
- 2) [CUSTOMER NAME], Registration Number [CUSTOMER REG No], [CUSTOMER ADDRESS] (“Customer”)

The above parties are hereinafter jointly referred to as the “Parties” and each individually as a “Party”.

1. BACKGROUND

- 1.1 Comaea has developed a competency management solution, “Comaea CMS” or the “Solution”, and provides the Solution as a SaaS. Comaea also provides integration services, user support services and consultancy services in relation to Comaea CMS.
- 1.2 [CUSTOMER NAME] is a [CUSTOMER DESCRIPTION]. [CUSTOMER NAME] is interested in using Comaea CMS in its business.
- 1.3 The Parties have entered into this Agreement.

2. COMAEA CMS

- 2.1 Comaea shall provide Comaea CMS to the Customer. Comaea CMS is described in Schedule 2.1. Comaea may, without giving prior notice to Customer, modify the Solution, or change the way in which the Solution is provided, if this can be reasonably supposed not to inconvenience Customer. Comaea may make other modifications to the Solution or the way in which the Solution is provided three months after Customer has been informed thereof.
- 2.2 The Solution shall be provided as SaaS service and in accordance with the terms and conditions of this Agreement. Comaea shall perform its obligations in a professional and workmanlike manner.
- 2.3 Comaea may use sub-suppliers to perform its obligations under this Agreement. If Comaea uses sub-suppliers Comaea shall be responsible for the sub-supplier’s work to the same extent Comaea is responsible for its own work under this Agreement.
- 2.4 Comaea will implement new updates and versions of the Solution to the extent Comaea finds suitable.
- 2.5 Comaea shall comply with the security requirements in Schedule 2.5 when providing the Solution.
- 2.6 Comaea is entitled to close down or restrict Customer’s access to the Solution should Customer’s use of the Solution create harm or risk of creating harm to Comaea or any third party. In connection herewith, Comaea shall take measures reasonably necessary to prevent or limit harm. Comaea shall inform Customer as soon as possible regarding actions taken.
- 2.7 The Solution shall be available according to the SLA, Schedule 2.7. The Customer is entitled to compensation according to the SLA should the service levels not be met. Comaea shall

provide technical support, user support and error handling support to Customer according to Schedule 2.7.

3. CUSTOMER'S USE OF THE SOLUTION

- 3.1 Customer is granted a non-exclusive right to use the Solution for its own business.
- 3.2 Customer shall inform Comaea which users have authority to use the Solution, below "Users". Customer shall immediately inform Comaea if a User no longer has the right to use the Solution. Customer is responsible for all use of the Solution by Users. Customer is responsible for maintaining the confidentiality of its user accounts and passwords and shall notify Comaea immediately of any breach of security or unauthorized use of its accounts. Customer shall not allow other persons than Users to use the Solution.
- 3.3 Customer shall not copy any software included in the Solution. Customer shall follow Comaea's from time to time provided instructions for the use of the Solution and security policy for the Solution. Customer shall ensure that Customer's use of the Solution i) does not give rise to inconvenience for Comaea or any third party; ii) does not cause disruption in Comaea's systems or third party's platforms, and iii) does not introduce viruses, trojans, worms or other harmful software or codes to the Solution. Customer is responsible for communications between Customer's IT-systems and the Solution.
- 3.4 Customer shall perform its obligations in a professional and workmanlike manner and in accordance with the terms of this Agreement.
- 3.5 Customer can only access the Solution from the following countries [UNITED KINGDOM], (below "Territory")

4. INTEGRATION AND OTHER SERVICES

- 4.1 Comaea shall provide integration and set up services to Customer according to Schedule 4.1.
- 4.2 Customer can order other consultancy services from Comaea. The parties shall agree on the scope, compensation and time plan for such service through email before the services is initiated.

5. CUSTOMER DATA

- 5.1 All Customer data and information submitted to the Solution by Customer or by Comaea on behalf of Customer ("Customer Data") shall be owned by Customer. When this Agreement terminates Comaea shall provide Customer a copy of Customer Data, in the form of related CSV files ("Data Lake Files")

6. PERSONAL DATA

- 6.1 Comaea will process Customer's personal data and the Parties have entered into a Personal Data Processor Agreement, Schedule 6.1.

7. FEES, INVOCING AND PAYMENT

- 7.1 Customer shall compensate Comaea for the Solution and other services under this Agreement according to Schedule 7.1.
- 7.2 Invoices shall be paid within 30 days from the invoice date, unless otherwise agreed and noted in Schedule 7.1
- 7.3 In the event Customer fails to make payment in full on the due date Comaea shall be entitled to claim interest on the sum overdue until payment is made at the rate of one (1) per cent per month.

8. INDEMNIFICATION

- 8.1 Comaea shall at its own expense defend, indemnify and hold the Customer harmless against all claims and actions alleging that the Customer's use of the Solution infringe any third party's rights, provided that the Customer (i) notifies Comaea promptly in writing of such claims and actions; (ii) permits Comaea to defend or settle the claims and actions; and (iii) gives Comaea all reasonable information and assistance available and the necessary authorizations. Comaea shall be liable for and shall pay all damages and costs finally awarded by a court of competent jurisdiction or agreed in settlement (with Comaea's prior written consent) to the extent such amounts are attributable to the infringement. This includes any costs or damages assessed against both Comaea and the Customer, arising from such claims, provided the Customer has complied with the above conditions.

9. THIRD PARTY RIGHTS.

This Agreement does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

Comaea is the owner or licensee of all rights including intellectual property rights to the Solution, including the platform and software used for and/or included in the Solution.

11. CONFIDENTIALITY

- 11.1 Each party shall, during the term of this Agreement and for a period of ten years thereafter, keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any other purposes than those set forth in this Agreement. The confidentiality obligation shall, however, not apply to material or information which is generally available or otherwise public or which the Party has received from a third party without any obligation of confidentiality.
- 11.2 The above confidentiality undertaking shall not apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognized marketplace. In the event that any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure. Each Party also agrees and undertakes to use

its best efforts to ensure that any information disclosed hereunder, to the extent possible, shall be treated confidentially by anyone receiving such information.

- 11.3 Subject to Customer's prior approval, Comaea may use Customers as reference customer on its web site, in its marketing material etc.

12. SUSTAINABILITY POLICY

- 12.1 Comaea shall comply with the Sustainability Policy, Schedule 12.1, when providing the Solution and other services under this Agreement.

13. FORCE MAJEURE

- 13.1 Neither Party shall be liable for any delay or failure to meet an agreed upon deadline if such delay or failure is due to any cause beyond the control of that Party, including, but not limited to, restrictions of law or regulations, labour disputes (also when the Party concerned is the object or a party to such an action), fires, catastrophes, acts of terror, mechanical or electronic breakdowns, pandemics etc.
- 13.2 A Party shall notify the other Party in the event of a risk that an obligation cannot be performed or will be delayed due a force majeure event. A failure to provide such notice within a reasonable time shall result in an obligation to compensate for the loss that could have been avoided had timely notice been given.
- 13.3 When the force majeure event has persisted for six (6) months, each Party shall be entitled to terminate the Agreement with immediate effect.

14. ASSIGNMENT

Neither Part may assign its undertaking or rights pursuant to this Agreement to any third party without the prior written approval of the other Party.

15. AMENDMENTS

Amendments to the Agreement shall be in writing (email or written signed document) in order to be valid.

16. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement shall be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each Party shall be construed and enforced accordingly.

17. NOTICES

Notices and other communications sent by e-mail to the addresses listed below (or as subsequently updated) shall be considered as having reached the addressee:

i) If sent via email: upon confirmation of receipt by the receiving Party. Confirmation may include a reply email from the recipient or an automated acknowledgment of receipt.

Customer

Email address: [CUSTOMER EMAIL]

Comaea

Email address: hello@comaea.com

Any changes to the above addresses must be communicated in accordance with this notice provision.

18. LIMITATION OF LIABILITY

- 18.1 Each Party is entitled to compensation for direct damages caused by the other Party's negligence.
- 18.2 Neither Party shall be liable for any indirect or consequential damage, including but not limited to lost profit, lost production, lost savings, lost data, etc.
- 18.3 Each Party's liability for damages under this Agreement shall be limited to 200 000 EUR.
- 18.4 The limitation of liability in clauses 18.2 and 18.3 shall not apply where the damage is caused by gross negligent or intent.

19. INSURANCE

- 19.1 Comaea shall maintain at all times during the term of this Agreement a general liability insurance policy with a limit of not less than £1,000,000.

20. TERM

- 20.1 This Agreement enters into force when signed by both Parties and shall continue in force for 12 months ("Initial Period"). Unless the Agreement is terminated by either Party per the end of the Initial Period by giving written notice no later than three (3) months before the end of the Initial Period, this Agreement shall continue in force for additional periods of 12 months at the time, with the same notice period.

21. EARLY TERMINATION

- 21.1 Each Party may terminate this Agreement in writing with immediate effect if:
 - i) the other Party materially breaches the terms of this Agreement and such breach is not cured within 10 days after written notice is given to the breaching Party;
 - ii) the other Party is declared bankrupt, becomes insolvent, ceases to function or conduct operations in the normal course of business, or makes an assignment for the benefits of its creditors; or
 - iii) the fulfilment of this Agreement has been delayed in any material way for more than 30 days due to force majeure

22. GOVERNING LAW AND DISPUTES

22.1 The Agreement shall be governed by the substantive laws of England and Wales.

22.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach, or termination, shall be finally resolved by arbitration under the **Arbitration Rules of the London Court of International Arbitration (LCIA)**, which rules are deemed to be incorporated by reference into this clause.

- The arbitral tribunal shall consist of a **sole arbitrator**.
- The **seat (legal place) of arbitration shall be London, England**.
- The **language of the arbitration shall be English**.
- The governing law of the Agreement, and of the arbitration proceedings, shall be the **laws of England and Wales**.

22.3 Each Party undertakes to keep the arbitration proceedings, all information disclosed in the course of such arbitral proceedings, as well as any decision and judgement strictly confidential.

This Agreement has been executed in one (1) or multiple copies and signed digitally. Each such signed copy shall be deemed an original and all of which together shall constitute one and the same Agreement, of which each Party shall receive a PDF copy.

DATE:

DATE:

Comaea UK LIMITED

[CUSTOMER NAME]

Name:

Name:

Title:

Title: