

HubStar End User License Agreement

Last updated: 29 January 2026

This End User License Agreement (this “Agreement” or “EULA”) is a binding legal contract between the HubStar Entity (as specified in Section 15, below), its affiliates and licensors (collectively, “HubStar”), and the individual or legal entity who accesses or uses the Services (as defined below) (collectively, “you,” “your,” or “Customer,” as applicable). You and HubStar are each a “Party,” and together, the “Parties.”

By accessing or using the Services, you represent that you have the authority to enter into this Agreement. If you do so on behalf of any other person or a legal entity, you represent and warrant that you have the authority to accept this Agreement on behalf of that person or legal entity. Your continued access to or use of the Services following modification to the Services or this Agreement constitutes your agreement to be bound by this Agreement, as modified.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Definitions

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

- (a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with you, and that has been designated to receive Services under this Agreement. For purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.
- (b) “Aggregated Data” means anonymized, aggregated data derived by or through the operation of the Services that is created by or on behalf of HubStar and that does not reveal any of Your Data or any personally identifying information or Personal Data about you or any Users.
- (c) “Apps” means any mobile or desktop applications through which HubStar makes the Software Service available.
- (d) “Business Day” means a day other than: a Saturday, a Sunday, or a public holiday when banks are not open for business (in your local support hub, in the United States, England, or Australia, as applicable).
- (e) “Confidential Information” means (a) any software utilized by HubStar in the provision of the Services and its respective source code; (b) each Party’s business or technical information, including but not limited to the Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing Party as “confidential” or “proprietary” or the receiving Party knows or should reasonably know is confidential or proprietary, and; (c) Your Data.
- (f) “Data Protection Legislation” means the UK Data Protection Legislation and any other European Union legislation relating to “Personal Data” and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the

guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

- (g) “Distributor” means a reseller or distributor of the Services, authorized by HubStar to sell the Services to you.
- (h) “Documentation” means HubStar’s user guides, documentation, and help and training materials, as may be updated by HubStar from time to time, and any other materials provided by HubStar as part of the Services.
- (i) “DPA” means the HubStar Data Processing Addendum attached hereto as Schedule A.
- (j) “Equipment Support Service” means the technical support and failure replacement program offered by HubStar with respect to the Supported Equipment.
- (k) “Intellectual Property Rights” means all worldwide intellectual property rights, including copyrights, trademarks, service marks, patents, trade secrets, know-how, moral rights and all other proprietary rights, including registrations, applications, renewals and extensions of such rights existing anywhere in the world, whether registered or unregistered.
- (l) “Location Data” means information about the geospatial location of a device at a particular time. Location Data may be derived from sources such as GPS information, device IP address, nearby cell towers, and nearby Wi-Fi hotspots.
- (m) “Order Form” means a separate ordering document, purchase order, invoice or other documentation that (a) specifies Services and Supported Equipment to be purchased by you under this Agreement and the applicable fees, and other terms as agreed to between the Parties or, as applicable, between a Distributor and you, and (b) has been accepted by HubStar or, as applicable, the Distributor, either by acknowledgement of such acceptance or initiation of delivery of the Services.
- (n) “Professional Services” means any services other than the Software Service or Equipment Support Service (e.g., services related to the establishment of the Software Service or in-person training services, etc.) specified to be provided by HubStar under an Order Form.
- (o) “Services” means the Software Service, Equipment Support Service, Software Support Service, Professional Services and the Apps as well as any use of the Documentation.
- (p) “SLA” means the HubStar Service Level Agreement detailing HubStar’s maintenance and support of the Software Service attached hereto as Schedule B.
- (q) “HubStar Entity” means the entity with whom you are contracting in this Agreement, as further specified in Section 15.
- (r) “Software Service” means HubStar’s online resource booking service.
- (s) “Software Support Service” means the maintenance and technical support services provided in connection with the Software Service, as more particularly specified in the SLA.
- (t) “Supported Equipment” means the occupancy sensors, video displays and any other equipment offered by HubStar for use in connection with the Software Service.
- (u) “Subscription Term” means the time period for which you have subscribed for the Software Service, as specified in each applicable Order Form.

- (v) “Third Party Offerings” means any third-party mobile apps, websites, equipment or other products or services, that HubStar offers for use in connection with the Services or that are identified in Documentation as compatible for use with the Services.
- (w) “UK Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- (x) “User” means an individual employee, contractor, or other agent authorized by you to access and use the Services.
- (y) “Your Data” means any data, information or material provided or submitted by you, your Users or Affiliates to HubStar in connection with your use of the Services.

2. Services and Data; Unauthorized Access

- 2.1 **Provision.** HubStar will make the Services to which you have subscribed, as specified in each Order Form, available to you in accordance with the terms and conditions of this Agreement.
- 2.2 **Orders and Fees.** Your use of the Services is subject to payment of the relevant fees set out in the Order Form. (See Section 5 for additional details around fees and payments.) Unless otherwise provided in an Order Form, the Services are not provided without charge. Where applicable, your rights to access the Services may also be managed by the applicable Distributor. HubStar has no obligation to provide the Services to you generally except as strictly agreed between you and, as applicable HubStar or your Distributor.
- 2.3 **Affiliates.** If an Order Form indicates that any of your Affiliates will be receiving Services hereunder, they will be bound by the terms of this Agreement as if they were an original party to this Agreement.
- 2.4 **Changes to Services.** Subject to the SLA, HubStar reserves the right to suspend any Services: (a) during Planned Downtime, (b) in connection with a Force Majeure event (as defined in Section 17.15), or (c) to prevent the use of malicious software in connection with your use of the Services. In addition, HubStar may change, suspend or discontinue any features, components or functions of the Services at any time, provided that such changes will not materially reduce or alter the warranties applicable to the Software Service specified in Section 11. If HubStar makes any material changes to the Software Service, it will notify you within the Software Service or by sending you an email. Notwithstanding the above, HubStar has no obligation to update or enhance any Services or to produce or release new versions of any Services.
- 2.5 **Software Support Services.** As part of the Software Service, you will have access to HubStar’s standard support services applicable to the Software Service, as more particularly specified in the SLA. You can initiate a support request by contacting HubStar by email at support@HubStar.com.
- 2.6 **Equipment Support Services.** Provided you have paid any fees required to receive the Equipment Support Services, you will have access to the Equipment Support Services. You can initiate a support request by contacting us via email at support@HubStar.com. You must obtain a Return Material Authorization (“RMA”) number from HubStar prior to returning any Supported Equipment for repair or replacement pursuant to the Equipment Support Services. Any equipment received

without an RMA number may be returned to you, and you will be liable to HubStar for the cost of shipping associated with such return. For the avoidance of doubt, unless specified otherwise in an Order Form or Documentation, Equipment Support Services do not include onsite services provided at your facilities or support for any third-party equipment, software, or services.

- 2.7 **Trial and Beta Services.** HubStar may, in its sole discretion, offer trial services or beta services from time to time at no charge. Any trial or beta services are provided “AS IS” with no warranties of any kind. HubStar will have no liability for any harm or damages suffered by you or any third party in connection with any such trial or beta services.

3. Supported Equipment

- 3.1 **Delivery.** All Supported Equipment to be delivered under this Agreement will be shipped ex works (as such term is described in Incoterms 2018 published by the International Chamber of Commerce) from HubStar’s chief offices at 2 Queen Caroline Street, London W6 9DX, UK, or any other plant or warehouse designated by HubStar, using a common carrier acceptable to HubStar, to your principal place of business, or any other location designated by you and approved by HubStar (such approval not to be unreasonably withheld or delayed).
- 3.2 **Conveyance of Title to Supported Equipment; Risk of Loss; Shipping Costs.** Title to Supported Equipment, and all risk of loss or damage for any Supported Equipment will pass to you upon delivery of such Supported Equipment by HubStar or its agents to a common carrier for shipment to you. Unless specified otherwise in an Order Form, all freight, handling, insurance, duties (including customs duties), and shipping expenses will be borne by you.

4. Your Responsibilities

- 4.1 **Liability for Affiliates and Users.** You are responsible for all activity occurring under your account. You will ensure that your Affiliates and Users comply with all of the provisions of this Agreement and any applicable laws, including those related to data privacy and transmission of Personal Data, at all times while using the Services. Any reference in this Agreement to your “access” or “use” of Services (or similar phrase) is deemed to include access or use by Affiliates and Users, and any act or omission of an Affiliate or User that does not comply with this Agreement will be deemed a breach of this Agreement by you.
- 4.2 **Responsible Use of the Services.** In using the Services, you must:
- (a) bear sole responsibility for the accuracy and quality of Your Data and for ensuring that your collection and use of Your Data complies with applicable laws, including those related to data privacy and transmission of Personal Data;
 - (b) prevent unauthorized access to, or use of, the Services, and notify HubStar promptly of any unauthorized access or use; and
 - (c) accept sole responsibility for obtaining or otherwise procuring, maintaining and paying for any hardware, telecommunications, Internet and other services needed to access and use the Services.
- 4.3 **User Names and Passwords.** User names and passwords are for internal business use only and may not be shared with any third party, including any competitor of HubStar. You, and not HubStar, are responsible for any use or misuse of User names or passwords associated with your Services account.

5. Fees and Payment

- 5.1 **Software Service.** Fees for the Software Service are based on a minimum number of bookable resources (e.g., conference rooms, desks, offices, parking spaces, etc., collectively “Resources”), at the per-Resource rates specified in each Order Form. Unless specified otherwise in an Order Form, the minimum Subscription Term for the Software Service is 3 years. Beginning on the effective date of each Order Form (each an “Order Effective Date”) and on each anniversary of the Order Effective Date during the applicable Subscription Term thereafter, HubStar will invoice you in advance for the minimum annual fees applicable to your use of the Software Service for the forthcoming year.
- 5.2 **Professional Services.** Fees for Professional Services will be based on a fixed-fee or time-and-materials basis as specified in each Order Form or a Statement of Work (each an “SOW”) entered into pursuant to this Agreement. HubStar will also invoice any fixed-fee Software Service establishment fees on the Order Effective Date. Travel expenses, if applicable, are separate and will be billed based on actual expenses incurred. For time-and-materials Professional Services, HubStar will invoice monthly, in arrears, for time and related expenses.
- 5.3 **Supported Equipment.** Unless specified otherwise in an Order Form, fees for Supported Equipment will be invoiced when such Supported Equipment has been provided to you in accordance with this Agreement and fees for Equipment Support Services will be invoiced annually, in advance.
- 5.4 **General.** Unless otherwise provided in the Order Form, all invoices (except to the extent of any fees or other charges subject to good faith dispute) are due and payable within 30 days of the applicable invoice date. Invoices that are not disputed in good faith within 30 days of the invoice date are conclusively deemed accurate. All fees are expressed and payable in United States Dollars, unless specifically provided otherwise in an Order Form. You must provide HubStar with complete and accurate billing and contact information including a valid email address for receipt of invoices. Except as expressly specified in this Agreement or an Order Form, all Subscription Terms and payment obligations under any and all Order Forms are non-cancellable, and all payments made are non-refundable.
- 5.5 **Overdue Charges.** Any amounts not received by the applicable due date will accrue late interest at 1.5% of the outstanding balance per month, or the maximum interest permitted by applicable law, whichever is less, plus costs of collection. Any amount not received by HubStar within 30 days after the applicable due date will be deemed a material default under this Agreement, and HubStar may suspend the Services or terminate the Agreement in accordance with Section 10.3.
- 5.6 **Taxes and VAT.** Fees do not include taxes, including, as applicable, import duties, Value Added Tax, all of which will be payable by you in addition to the fees stated in the Order Form.

6. Intellectual Property Rights

- 6.1 **License Grant to You.** Subject to the terms and conditions of this Agreement, HubStar hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the Services as specified in your applicable Order Form, during the Subscription Term only, and only for your own internal business purposes. You may not make the Services available to any third party, other than to Affiliates and Users as permitted herein.

- 6.2 **HubStar Intellectual Property.** HubStar owns all right, title and interest in, or otherwise has an appropriate license to, the Services and Aggregated Data, including, without limitation, all Intellectual Property Rights therein. Subject to the limited rights expressly granted to you under this Agreement, HubStar reserves all right, title and interest in and to the Services and Aggregated Data. This means, among other things, that you may not (i) modify, copy or create any derivative works based on the Services, (ii) frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service, or (iii) decompile or discover the source code of the Software Service or Apps in any way except as strictly permitted by law, and in no event without first notifying and receiving express approval from HubStar in advance and in writing before any such attempt is made. HubStar's service marks, logos and product and service names, including, without limitation, HubStar® (collectively, the "HubStar Marks") are owned by HubStar. You may not display or use any HubStar Marks in any manner without HubStar's express prior written permission or permit any person to replicate, copy or use the HubStar Marks unless expressly authorized by HubStar in advance in writing. If you provide any feedback, suggestion, or ideas relating to the Services or HubStar's business (collectively, "Feedback"), including feature and roadmap requests, you agree that HubStar may use that Feedback (less any of Your Data or your Confidential Information included in it) as it sees fit.
- 6.3 **Acceptable Use.** You may not use the Services for any purpose that is unlawful or prohibited by this Agreement. You may not remove any copyright, trademark or other proprietary rights notice from the Services. You may not use the Services in any manner that could damage, disable, overburden, or impair any HubStar server, or the networks connected to any such server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any HubStar server or to any of the Services, through hacking, password mining or any other means, including, without limitation, unauthorized security probes or penetration testing. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other harmful computer code, files, scripts agents or programs. HubStar may suspend or terminate your access to the Services in case of any violation of the provisions of this Section 6.3.
- 6.4 **Authority from Users.** You hereby warrant and represent that you have all necessary consents, authorities, and approvals from your Users for the rights and licenses set out in this Section 6 to be fully effective in law.

7. Data Ownership and Use

- 7.1 **Your Data.** As between you and HubStar, you and your respective Users own all right, title and interest in Your Data. You and your Users hereby grant to HubStar a nonexclusive, worldwide, fully paid-up and royalty-free license to use Your Data to the extent necessary to provide you with the Services. You represent and warrant to HubStar that you have all rights necessary to grant the licenses in this Section 7, and that your provision of Your Data through and in connection with the Services does not violate any applicable laws or rights of any third party.
- 7.2 **Location Data.** HubStar may obtain and use Location Data when Users access the Services. However, such Location Data is used only to provide the Services when you have selected features that require use of Location Data. Such Location Data is not stored or maintained after the immediate Services-related usage. For example, if you choose to let Users book resources or check

in to a booked resource using Location Data, then Location Data will be checked for such usage, but not retained or used for any other purpose.

- 7.3 **Data Protection.** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation and the DPA.

8. Data Protection

- 8.1 **Data Processing.** The parties acknowledge that the DPA sets out the scope, nature and purpose of processing by HubStar, the duration of the processing and the types of Personal Data and categories of data subject.

- 8.2 **Consents.** Without prejudice to the generality of Section 8.1, you have all necessary consents and notices in place to enable lawful transfer of the Personal Data to HubStar for the duration and purposes of this Agreement so that HubStar may lawfully use, process and transfer the Personal Data in accordance with this Agreement.

- 8.3 **Information Security Programs.** Each party must ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

9. Confidential Information

- 9.1 **Protection of Confidential Information.** Each Party (as the "Receiving Party") may only use the Confidential Information of the other Party (the "Disclosing Party"): (a) as reasonably necessary to perform Receiving Party's obligations or exercise any its rights granted pursuant to this Agreement; (b) with the Disclosing Party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Receiving Party must protect the Disclosing Party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care.

- 9.2 **Exclusions.** Confidential Information will not include any information that:

- (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- (b) was known to the Receiving Party prior to disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (c) was independently developed by the Receiving Party without breach of any obligation owed to The Disclosing Party; or

- (d) was or is received from a third party without breach of any obligation owed to The Disclosing Party by the Receiving Party or that third party.

10. Term, Termination, Suspension

- 10.1 **Term.** The term of this Agreement (the “Term”) will begin on the Order Effective Date and will remain in effect throughout the Subscription Term. Unless specified otherwise in an Order Form, upon expiration of a Subscription Term, the Term will automatically renew for additional 1-year periods (each as part of the Term) unless either Party provides the other Party with written notice of non-renewal, or license or service amendments, delivered within 90 days of the date of such expiration.
- 10.2 **Fees.** Unless otherwise specified in an Order Form, fees for the Services may be raised annually by HubStar, effective on the anniversary of the Order Effective Date.
- 10.3 **Termination for Cause.** Either Party may terminate this Agreement upon at least 30 days’ prior written notice to the other Party of a material breach by the other Party, if such breach remains uncured at the expiration of such notice period. In no event will any termination relieve you of your obligation to pay any fees payable to HubStar owed as of the effective date of termination.
- 10.4 **Rights on Termination or Expiration.** Upon termination or expiration of this Agreement:
 - (a) you will have no right to continue use of the Services and must cease accessing or using the Services;
 - (b) except as specified in the paragraph 10.4(c), HubStar will have no obligation to maintain your Services account or to retain or forward any of Your Data to you or any third party, except as required by applicable law; and
 - (c) unless otherwise required by applicable law, HubStar will delete Your Data within 30 days after termination of this Agreement. Upon your written request delivered to HubStar within 10 days of such termination, and upon payment of applicable Services fees, HubStar will return Your Data to You.

11. Warranties & Disclaimer

- 11.1 **Software Service Warranty.** HubStar warrants to you that during the Subscription Term:
 - (a) the Software Service will perform in accordance with the specification described in the Documentation applicable to such Software Service, in all material respects; and
 - (b) the functions and features of the Software Service will not be materially decreased.
- 11.2 **Supported Equipment Warranty.** HubStar warrants to you that during the first 90 days after shipment of the Supported Equipment to you, the Supported Equipment will perform in accordance with the specification described in the Documentation applicable to such Supported Equipment, in all material respects.
- 11.3 **General.** HubStar warrants to you that during the Subscription Term:
 - (a) it has the right to enter into this Agreement and to grant you a license to use the Services; and

- (b) HubStar will take all reasonable steps to ensure that the Software Service is free from any computer virus, malware, spyware, trojan horse, data locks, time bombs or other disabling code.
- 11.4 **Remedies.** Your sole and exclusive remedy for a breach of the warranties set out above in this Section 11 will be as follows:
 - (a) with respect to a breach of the Software Service Warranty or the General warranties set out above, HubStar will use commercially reasonable efforts to modify the applicable portions of the Software Service to achieve the functionality or conditions described above, and will re-deliver applicable Services to you free of additional charge. If following reasonable efforts HubStar is unable to restore such functionality or remedy the warranty breach, HubStar may, upon written notice to you, terminate the affected Services. In the event that HubStar terminates any Services pursuant to this Section 11.4(a), HubStar will promptly provide you with a pro-rata refund of any pre-paid fees applicable to such Services.
 - (b) with respect to Supported Equipment, HubStar will provide you with replacement Supported Equipment in accordance with its RMA policy (see Section 2.6, above).
 - (c) HubStar will have no obligation with respect to a warranty claim under this Section 11 unless notified by you in writing no later than 30 days after the first instance of any material functionality problem. This warranty will only apply if the applicable subscribed Services and Supported Equipment have been utilized in accordance with this Agreement and applicable laws. For clarity, this warranty will not apply to any trial or beta services.
- 11.5 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 11.1 AND 11.2 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HUBSTAR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, SUPPORTED EQUIPMENT OR RELATED DOCUMENTATION. HUBSTAR DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS PROVIDED IN SECTION 11.1 AND 11.2, THE SERVICES AND ANY SUPPORTED EQUIPMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- 12. **Indemnification**
 - 12.1 **Indemnification by Customer.** You agree to indemnify, defend, and hold HubStar harmless from and against all third-party claims alleged or asserted against HubStar, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys’ fees and costs) resulting from any:
 - (a) actual or alleged breach by you or your Affiliates or Users of this Agreement, or any use of the Services beyond the scope of any authorization or approval given in writing by HubStar to you or to such Affiliate or User;

- (b) claim that any of Your Data is unlawful or actually does or threatens to infringe or misappropriate any Intellectual Property Rights or other rights of any third party, provided however, that you will have no liability to the extent that such claim arises out of or results from any unauthorized access to or use, disclosure, or other processing of Your Data, by or on behalf of HubStar, or through or enabled by HubStar's systems.
- 12.2 **Indemnification by HubStar.** Except as set forth in Section 12.1, HubStar will indemnify, defend, and hold you harmless from and against any action brought against you to the extent that it is based on a claim that the Services, when used in accordance with the Documentation and the terms of this Agreement, infringe a patent, copyright or trade secret of any third party, and HubStar will pay any costs, damages and reasonable attorneys' fees finally awarded against you in, or payable in settlement of, such action which are directly attributable to such claim, provided that you:
 - (a) notify HubStar promptly in writing of the claim,
 - (b) permit HubStar to assume sole control of the defense, compromise or settlement of the claim, and
 - (c) provide HubStar reasonable cooperation, information and assistance in connection therewith.
- 12.3 **Remediation by HubStar.** If a final injunction is obtained against your use of the Services by reason of infringement, or if the Services are likely to become the subject of a successful claim of such infringement, HubStar may, at its option and expense, (i) procure for you the right to continue using the Services, (ii) modify the Services so that they are non-infringing, or (iii) replace the Services with other software or services of substantially similar functionality. In the event none of the foregoing options are commercially practicable, HubStar may terminate this Agreement and, if your Order Form is with HubStar, provide you a pro-rated refund of any pre-paid fees for the remainder of your Subscription Term. Sections 12.2 and 12.3 state HubStar's sole and exclusive obligation, and your sole and exclusive remedy, with respect to any claim that the Services infringe the Intellectual Property Rights of any third party.
- 13. **Limitations and Exclusions on Liability**
 - 13.1 In no event will either Party have any liability to the other, or to any of the second Party's Affiliates or Users for any indirect, special, incidental, consequential or punitive damages, however caused, or for any lost profits, loss of use, data or opportunities, cost of data reconstruction, cost or procurement of substitute goods or services, whether in contract, tort or otherwise, arising out of, or in any way connected with the Services, Supported Equipment, or this Agreement, even if the Party allegedly causing the damages, its Affiliates, suppliers or agents have been previously advised of the possibility of such loss or damages. The foregoing exclusions or limitations may not apply to the extent prohibited by applicable law, so they may not apply to you.
 - 13.2 To the maximum extent permitted by law, in no event HubStar's aggregate liability, collectively, for all claims arising out of or related to this Agreement or your use of the Services generally under any other contract or agreement, whether in contract, tort or otherwise, exceed the fees for the Software Service actually paid by you during the 12-month period immediately preceding the date of the incident giving rise to such liability.

- 13.3 NOTHING IN THIS AGREEMENT WILL OPERATE TO EXCLUDE OR RESTRICT ANY LIABILITY OF A PARTY: (I) THAT CANNOT BE EXCLUDED OR RESTRICTED IN THIS AGREEMENT IN RESPECT OF DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE BY OPERATION OF SECTION 2(1) UNFAIR CONTRACT TERMS ACT 1977; OR (II) FOR ITS FRAUD, FRAUDULENT MISREPRESENTATION, OR WILLFUL MISCONDUCT.

14. Third-Party Offerings

Although the Services may allow you to access or use Third Party Offerings, they are not part of the “Services” under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Services hereunder. The availability of any Third-Party Offerings through the Services does not imply HubStar’s endorsement of or affiliation with the provider. HubStar does not control Third-Party Offerings and will have no liability to you or your Affiliates or any other users in connection with any Third-Party Offerings. HubStar has no obligation to monitor or maintain Third-Party Offerings and may disable or restrict access to any Third-Party Offerings at any time. By using or enabling any Third-Party Offering, you are expressly permitting HubStar to disclose Your Data or other information to the extent necessary to utilize the Third-Party Offering. Your use of third-party offerings is at your own risk and is subject to any additional terms, conditions and policies applicable to such third-party offerings (such as terms of service or privacy policies of the providers of such third-party offerings).

15. The HubStar Entity, Governing Law, and Venue

The HubStar Entity entering into this Agreement with you, the laws that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have exclusive jurisdiction over any such dispute or lawsuit, depend on where you are located, as determined by the Customer address provided in the Order Form (regardless of any technical or legal “domicile” determination). In case there is no such address provided, you will be considered located in the United States, for purposes of this Section 15.

The relevant parties and provisions are:

If you are located in:	The HubStar Entity is:	Governing Law is:	Courts with Exclusive Jurisdiction are:
United States, Canada or any country located in North or South America	HubStar Software Inc., a Delaware corporation	Commonwealth of Massachusetts	State and federal courts located in Middlesex and Suffolk County, Massachusetts
UK, any member state of the European Union, and any country in the Middle East or Africa	Hubstar Systems Limited, a private limited company registered in England and Wales (Company No. 08853435)	England and Wales	London, England
Australia, New Zealand, Japan	HubStar Asia Pacific Pty Ltd, a registered proprietary company registered in New South Wales, Australia	New South Wales, Australia	New South Wales, Australia

16. Insurance

During the Term and for a period of 12 months thereafter, HubStar will obtain and retain insurance policies, as set forth below. Insurance coverages include:

- (a) General Liability, including coverage for bodily injury and property damage;
- (b) Errors & Omissions (professional liability);
- (c) Cyber Insurance which includes Network Security Liability, Privacy Liability, Regulatory Action, Breach Response, Cyber Extortion and Network Interruption Coverage; and
- (d) Workers' Compensation and Employers' Liability.

17. Miscellaneous

- 17.1 **Entire Agreement.** This Agreement sets forth the complete understanding between you and HubStar with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of a purchase order or other document you submit to HubStar which is different from, inconsistent with, or in addition to the terms and conditions set forth in this Agreement will be binding upon HubStar. To the extent that this document may constitute an acceptance, this acceptance is expressly conditioned on your assent to the terms and conditions set forth herein. Notwithstanding the foregoing, if you have entered into a separate written agreement with HubStar for use of the Services, the terms of such other agreement will prevail over any conflicting terms or conditions in this Agreement. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision in an Order Form or SOW, the provision in this Agreement will take precedence unless the Order Form or SOW makes specific reference to the section of this Agreement that is to be amended.
- 17.2 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the applicable jurisdiction set out in Section 15.
- 17.3 **Jurisdiction.** Each party irrevocably agrees that the courts sitting in the applicable jurisdiction set out in Section 15 will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Notwithstanding the foregoing, either Party may institute a claim for equitable relief in any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights.
- 17.4 **Rights of third parties.** The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 17.5 **Modern Slavery.** Each Party will comply with all applicable law relating to slavery and human trafficking including the UK Modern Slavery Act 2015 and HubStar represents, warrants and undertakes to the Customer that neither it nor any other person in its supply chain uses or has attempted to use trafficked, bonded, child or forced labor.
- 17.6 **Anti-Bribery.** HubStar will not, directly or indirectly, make, offer, accept, request, or otherwise induce any bribe, payment, loan, commission, hospitality, gift of money, kick-back, inducement or anything of value or other advantage (individually or collectively "Bribery") to any official, employee, agent or instrumentality of any government, including legislative, administrative or judicial positions, or any public international organization or any other

person, company or legal entity to gain any advantage for you or HubStar, or which is in violation of any economic or trade sanctions, in connection with any transaction relating to this Agreement that could result in a violation of any laws relating to Bribery, including without limitation the US Foreign Corrupt Practices Act, 15 U.S.C. Section 78 *et. seq.*, and the U.K. Bribery Act 2010.

- 17.7 **Independent Contractors.** Neither Party has the authority to bind the other without express written authorization, and the Parties acknowledge that their relationship under this Agreement is not that of employer and employee or of joint venturers, but rather is that of independent contractors. HubStar will be responsible for the withholding and payment of all taxes, expenses and compensation for its personnel in connection with the Services.
- 17.8 **Background Checks.** HubStar must complete background screening consistent with and subject to applicable laws, for all HubStar personnel performing Services on your premises, if any. The background check must be completed at least 5 business days before any such personnel receives access to your premises, and the background check must include felony criminal conviction and employment history for the immediately preceding 5 years. HubStar will (i) determine whether any information revealed during the background screening is reasonably related to Services, and (ii) upon request, certify that it has conducted pre-placement checks consistent with these requirements.
- 17.9 **Publicity.** HubStar may include your name and logo on its customer lists and reference the fact that you are a customer of HubStar. However, neither party may issue a press release regarding this Agreement without the other party's prior written approval (which will not be unreasonably withheld or delayed).
- 17.10 **Mandatory Informal Dispute Resolution.** If you have any dispute with HubStar arising out of or relating to this Agreement, you agree to notify HubStar in writing with a brief, written description of the dispute and your contact information, and HubStar will have 30 days from the date of receipt within which to attempt resolve the dispute to your reasonable satisfaction. If the Parties are unable to resolve the dispute through good faith negotiations over such 30-day period under this informal process, either Party may pursue resolution of the dispute as otherwise provided in this Agreement.
- 17.11 **Interpretation of this Agreement.** Section, schedule, and paragraph headings will not affect the interpretation of this Agreement. A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company or business entity includes any company, corporation, limited liability company, or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular will include the plural and, in the plural will include the singular. A reference to writing or written includes faxes and confirmed email. References to sections and schedules are to the sections and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule to this Agreement.
- 17.12 **Waiver and Severability.** No waiver of any provision of this Agreement by either Party will be effective unless in writing and signed by such Party. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to

accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

- 17.13 **Assignment.** Neither Party may assign, delegate or transfer this Agreement in whole or in part, without the other Party's prior written consent, except that no consent shall be required for an assignment of this Agreement by a Party (i) pursuant to a change of control or a merger or sale of substantially all of such Party's assets or outstanding stock, or (ii) to a wholly-owned subsidiary or affiliate of such Party, or (iii) to a wholly owned subsidiary or affiliate of such Party's controlling owner. Any attempt to assign this Agreement in breach of this Section 17.13 will be void and of no effect.
- 17.14 **Notices.** Any notices provided by HubStar under this Agreement may be delivered to you within the Services or to the email addresses we have on file for your account. You hereby consent to receive notice from HubStar through the foregoing means, and such notices will be deemed effective when sent if on a Business Day, and if not sent on a Business Day, then on the next Business Day. Except as otherwise specified in the Agreement, any notices to HubStar under this Agreement must be delivered via first class mail to its address set out in Section 18, below.
- 17.15 **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, epidemic or pandemic disease, acts of terror, strikes or other labor problems (other than those involving HubStar's or your Users, respectively), computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 17.16 **Electronic Communications and Signatures.** You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- 17.17 **Relationship of the Parties.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and HubStar. You will remain responsible for all usage of the Services in relation to this Agreement and all obligations under it.
- 17.18 **Amendments.** HubStar may amend or vary the terms of this Agreement upon immediate notice by notification to you from time to time and your continued use of the Services generally may be conditional upon your acceptance of those updated terms which may be required to be accepted by you directly the next time you run, load or otherwise access the Services.

18. Contact HubStar

Contact HubStar regarding the Services or this Agreement at:

HubStar Software Inc.
945 Concord Street
Framingham, MA 01701 USA

Email: legal@hubstar.com

Phone:

- United States: +1 (857) 284 8160
- United Kingdom: +44 (0)1494 230 036
- Australia: +61 (2) 9959 1002

Schedule A to HubStar EULA – Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the HubStar End User License Agreement, as updated from time to time between Customer and HubStar, or other agreement between Customer and HubStar governing Customer’s use of the Services (the “EULA”) when the GDPR or other specified privacy laws or regulations (together, “Applicable Laws”) apply to your use of the Services to process Customer Data. This DPA is an agreement between you and the entity you represent (“Customer,” “you” or “your”) and the HubStar Entity specified in the EULA (“HubStar”). Unless otherwise defined in this DPA or in the EULA, all capitalized terms used in this DPA will have the meanings given to them in Section 21 of this DPA.

1. Data Processing

1.1 **Scope and Roles.** This DPA applies when Customer Data is processed by HubStar. In this context, HubStar will act as processor to Customer, who can act either as controller or processor of Customer Data.

1.2 **Customer Controls.** Customer can use the Service Controls to assist it with its obligations under Applicable Laws, including its obligations to respond to requests from data subjects. Taking into account the nature of the processing, Customer agrees that it is unlikely that HubStar would become aware that Customer Data transferred under the Standard Contractual Clauses is inaccurate or outdated. Nonetheless, if HubStar becomes aware that Customer Data transferred under the Standard Contractual Clauses is inaccurate or outdated, it will inform Customer without undue delay. HubStar will cooperate with Customer to erase or rectify inaccurate or outdated Customer Data transferred under the Standard Contractual Clauses by providing the Service Controls that Customer can use to erase or rectify Customer Data.

1.3 Details of Data Processing.

- (a) **Subject matter.** The subject matter of the data processing under this DPA is Customer Data.
- (b) **Duration.** As between HubStar and Customer, the duration of the data processing under this DPA is determined by Customer.
- (c) **Purpose.** The purpose of the data processing under this DPA is the provision of the Services initiated by Customer from time to time.
- (d) **Nature of the processing.** Computing, scheduling assistance, data storage and such other Services as described in the Documentation and initiated by Customer from time to time. In relation to such processing, note: (i) the database for HubStar Services will be located at AWS facilities in a jurisdiction chosen by Customer (choice of Australia, Canada, Ireland, UK, or US), (ii) additional processing as needed for Support Services may take place in Australia, and India, the Netherlands, UK, and US, and (iii) Customer scheduling data will be permanently deleted from the HubStar Systems as specified in Section 18 of this DPA.
- (e) **Type of Customer Data.** Customer Data uploaded to the Services under Customer’s HubStar accounts. Specifically, for each data subject, such Customer Data includes: (i) name, (ii) email address, and (iii) other employee or contractor data, as selected and provided by the Customer (e.g., department number, cost center identifier).
- (f) **Categories of data subjects.** The data subjects include Customer’s Users, as defined in the EULA.

- 1.4 **Compliance with Laws.** Each party will comply with all laws, rules and regulations applicable to it in the performance of this DPA, including Applicable Laws.

2. Customer Instructions

This DPA and the EULA (including Customer providing instructions via configuration tools such as the Service Controls and APIs made available by HubStar for the Services) constitute Customer's documented instructions regarding HubStar's processing of Customer Data ("Documented Instructions"). HubStar will process Customer Data only in accordance with Documented Instructions (which if Customer is acting as a processor, could be based on the instructions of its controllers). Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between HubStar and Customer, including agreement on any additional fees payable by Customer to HubStar for carrying out such instructions. Customer is entitled to terminate this DPA and the EULA if HubStar declines to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this DPA. Taking into account the nature of the processing, Customer agrees that it is unlikely HubStar can form an opinion on whether Documented Instructions infringe Applicable Laws. If HubStar forms such an opinion, it will immediately inform Customer, in which case, Customer is entitled to withdraw or modify its Documented Instructions.

3. Confidentiality of Customer Data

HubStar will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends HubStar a demand for Customer Data, HubStar will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, HubStar may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Data to a governmental body, then HubStar will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless HubStar is legally prohibited from doing so.

4. Confidentiality Obligations of HubStar Personnel

HubStar restricts its personnel from processing Customer Data without authorization by HubStar as described in the HubStar Security Standards (Section 12, below). HubStar imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

5. Security of Data Processing

- 5.1 **Technical and Organizational Measures.** HubStar has implemented and will maintain the technical and organizational measures for the HubStar Systems as described in the HubStar Security Standards and this Section. In particular, HubStar has implemented and will maintain the following technical and organizational measures:
 - (a) security of the HubStar Systems as more particularly set out in the HubStar Security Standards;
 - (b) physical security of the facilities as more particularly set out in the HubStar Security Standards;

- (c) measures to control access rights for HubStar employees and contractors to the HubStar Systems as more particularly set out in the HubStar Security Standards; and
- (d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by HubStar as more particularly described in the HubStar Security Standards.

6. Sub-processing

6.1 **Authorized Sub-processors.** Customer provides general authorization to HubStar's use of sub-processors to provide processing activities on Customer Data on behalf of Customer ("Sub-processors") in accordance with this Section. The Sub-processors that are currently engaged by HubStar are listed below. At least 30 days before HubStar engages a new Sub-processor, HubStar will update the listing and provide Customer with a mechanism to obtain notice of that update. To object to a Sub-processor, Customer may: (i) terminate the EULA pursuant to its terms; or (ii) cease using the Service for which HubStar has engaged the Sub-processor.

6.2 **Current Sub-processors.** Current Sub-processors are as follows:

Sub-processor	Purpose	Categories of Personal Data Accessed	Entity Location	Contractual Safeguards
Amazon Web Services (AWS)	Hosting HubStar database for Service provision	All types of personal data Customer chooses to use in connection with Service - at a minimum, includes: - Name - Email address - Other employee/contractor data, as selected and provided by the customer (e.g., department number, cost center identifier)	AWS is based in USA, but Customer may choose to have database maintained in one of the following AWS data centers: - USA - Ireland - Australia	Data Processing Agreement (DPA) (part of AWS online services agreement - https://aws.amazon.com/service-terms/)
HubSpot	Contact information for customer-buyer contacts	- Name - Organizational role and title - Email - Phone number	USA	Data Processing Agreement (DPA) (part of HubSpot terms of service - https://legal.hubspot.com/terms-of-service)
Zendesk	Contact information for support/technical contacts	- Name - Organizational role and title - Email - Phone number	USA	Data Processing Agreement (DPA) (part of Zendesk Master Subscription Agreement - https://www.zendesk.com/comp any/agreements-and-terms/master-subscription-agreement/)

6.3 **Sub-processor Obligations.** Where HubStar authorizes a Sub-processor as described in Section 6.1:

- (a) HubStar will restrict the Sub-processor's access to Customer Data only to what is necessary to provide or maintain the Services in accordance with the Documentation, and HubStar will prohibit the Sub-processor from accessing Customer Data for any other purpose.
- (b) HubStar will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor performs the same data processing services provided by HubStar under this DPA, HubStar will impose on the Sub-processor substantially the same contractual obligations that HubStar has under this DPA.
- (c) HubStar will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause HubStar to breach any of HubStar's obligations under this DPA.

7. **HubStar Assistance with Data Subject Requests**

Taking into account the nature of the processing, the Service Controls are the technical and organizational measures by which HubStar will assist Customer in fulfilling Customer's obligations to respond to data subjects' requests under Applicable Laws. If a data subject makes a request to HubStar, HubStar will promptly forward such request to Customer once HubStar has identified that the request is from a data subject for whom Customer is responsible. Customer authorizes on its behalf, and on behalf of its controllers when Customer is acting as a processor, HubStar to respond to any data subject who makes a request to HubStar, to confirm that HubStar has forwarded the request to Customer. The parties agree that Customer's use of the Service Controls and HubStar forwarding data subjects' requests to Customer in accordance with this Section, represent the scope and extent of Customer's required assistance.

8. **Requests for Customer Data**

8.1 **Requests.** If HubStar receives a valid and binding order ("Request") from any governmental body ("Requesting Party") for disclosure of Customer Data, HubStar will use every reasonable effort to redirect the Requesting Party to request Customer Data directly from Customer.

8.2 **Compelled Disclosure.** If compelled to disclose Customer Data to a Requesting Party, HubStar will:

- (a) promptly notify Customer of the Request to allow Customer to seek a protective order or other appropriate remedy, if HubStar is legally permitted to do so. If HubStar is prohibited from notifying Customer about the Request, HubStar will use all reasonable and lawful efforts to obtain a waiver of prohibition, to allow HubStar to communicate as much information to Customer as soon as possible; and
- (b) challenge any overbroad or inappropriate Request (including where such Request conflicts with Applicable Laws).

8.3 **Minimum Amount of Disclosure.** If, after exhausting the steps described in Section 8.2, HubStar remains compelled to disclose Customer Data to a Requesting Party, HubStar will disclose only the minimum amount of Customer Data necessary to satisfy the Request.

9. Data Subject Rights

Nothing in this DPA restricts Customer's data subjects from exercising their rights under GDPR, including their rights to compensation from HubStar for material or non-material damage under, and in accordance with, Article 82 of GDPR.

10. Security Incident Notification

10.1 **Security Incident.** HubStar will (i) notify Customer of a Security Incident without undue delay after becoming aware of the Security Incident, and (ii) take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident.

10.2 **HubStar Assistance.** To enable Customer to notify a Security Incident to supervisory authorities or data subjects (as applicable), HubStar will cooperate with and assist Customer by including in the notification under Section 10.1(i) such information about the Security Incident as HubStar is able to disclose to Customer, taking into account the nature of the processing, the information available to HubStar, and any restrictions on disclosing the information, such as confidentiality. Taking into account the nature of the processing, Customer agrees that it is best able to determine the likely consequences of a Security Incident.

10.3 Unsuccessful Security Incidents. Customer agrees that:

- (a) an unsuccessful Security Incident will not be subject to this Section 10. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of HubStar's equipment or facilities storing Customer Data, and could include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and
- (b) HubStar's obligation to report or respond to a Security Incident under this Section 10 is not and will not be construed as an acknowledgement by HubStar of any fault or liability of HubStar with respect to the Security Incident.

10.4 **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means HubStar selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information through the Service Controls and secure transmission at all times.

11. HubStar Certifications and Audits

11.1 **HubStar ISO-Certification.** In addition to the information contained in this DPA, upon Customer's request, and provided that the parties have an applicable NDA in place, HubStar will make available the following documents and information: the certificates issued for the ISO 27001 certification (or the certifications or other documentation evidencing compliance with such alternative standards as are substantially equivalent to ISO 27001).

11.2 **HubStar Audits.** HubStar uses external auditors to verify the adequacy of its security measures, including the security of the physical data centers from which HubStar provides the Services. This audit: (i) will be performed at least annually; (ii) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (iii) will be performed by independent third party security professionals at HubStar's selection and

expense; and (iv) will result in the generation of an audit report (“Report”), which will be HubStar’s Confidential Information.

- 11.3 **Policies.** At Customer’s written request, and provided that the parties have an applicable NDA in place, HubStar will provide Customer with a copy of the policies that underly the Report so that Customer can reasonably verify HubStar’s compliance with its obligations under this DPA.
- 11.4 **Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the processing and the information available to HubStar, HubStar will assist Customer in complying with Customer’s obligations in respect of data protection impact assessments and prior consultation, by providing the information HubStar makes available under this Section 11.

12. Information Security Program

HubStar will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help Customer secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the HubStar Systems, and (c) minimize security risks, including through risk assessment and regular testing. HubStar will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

- 12.1 **Systems Security.** The HubStar Systems will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. HubStar will maintain access controls and policies to manage what access is allowed to the HubStar Systems from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. HubStar will maintain corrective action and incident response plans to respond to potential security threats.
- 12.2 **Physical Security.**
- (a) **Physical Access Controls.** Physical data center components of the HubStar Systems are housed in nondescript facilities (the “Facilities”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (for example, card access systems, etc.) or validation by human security personnel (for example, contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor or contractor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - (b) **Limited Employee and Contractor Access.** HubStar provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of HubStar or its affiliates.
 - (c) **Physical Security Protections.** All access points to Facilities (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video

surveillance cameras designed to record all individuals accessing the Facilities. HubStar also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (for example, primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited. In addition, HubStar enforces policies and procedures that allow work from home and use of certain personal devices, when necessary, consistent with the protection of Customer Data as generally described in this DPA.

13. Continued Evaluation

HubStar will conduct periodic reviews of the security of its HubStar Systems and adequacy of its information security program as measured against industry security standards and its policies and procedures. HubStar will continually evaluate the security of its HubStar Systems and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

14. Customer Audits

If Customer chooses to conduct any audit, including any inspection, it has the right to request or mandate on its own behalf, and on behalf of its controllers when Customer is acting as a processor, under Applicable Laws or the Standard Contractual Clauses, by instructing HubStar to carry out the audit described in Section 11.2. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending HubStar written notice as provided for in the EULA. If HubStar declines to follow any instruction requested by Customer regarding audits, including inspections, Customer is entitled to terminate the EULA in accordance with its terms.

15. Transfers of Personal Data

15.1 **Regions.** Customer can specify the location(s) where Customer Data will be processed by HubStar (each a “Region”), as specified in Section 1.3(d). Once Customer has made its choice (which may be amended by written agreement), HubStar will not transfer Customer Data from Customer’s selected Region(s) except as necessary to provide the Services initiated by Customer, or as necessary to comply with the law or binding order of a governmental body.

15.2 **Application of Standard Contractual Clauses.** The Standard Contractual Clauses will only apply to Customer Data that is transferred, either directly or via onward transfer, from the EEA or the UK to any Third Country, (each a “Data Transfer”).

- (a) When Customer is acting as a controller, the Controller-to-Processor Clauses will apply to a Data Transfer.
- (b) When Customer is acting as a processor, the Processor-to-Processor Clauses will apply to a Data Transfer. Taking into account the nature of the processing, Customer agrees that it is unlikely that HubStar will know the identity of Customer’s controllers because HubStar has no direct relationship with Customer’s controllers and therefore, Customer will fulfil HubStar’s obligations to Customer’s controllers under the Processor-to-Processor Clauses.

16. CCPA

- (a) HubStar will not (i) Sell Customer Data or (ii) retain, use, or disclose Customer Data for any purpose other than for the specific purpose of HubStar's performance under the EULA. This means that, without limiting the foregoing, HubStar will not retain, use, or disclose Customer Data for any commercial purpose other than the specific purpose of HubStar's performance under the EULA.
- (b) To the extent that HubStar reserves rights under the EULA to "aggregate" or "aggregated" Customer Data, HubStar agrees that the CCPA definition of Aggregate Consumer Information applies to such Customer Data and will process such Customer Data accordingly.
- (c) To the extent that HubStar reserves rights under the EULA to "de-identified," "anonymized," or "anonymous" Customer Data, HubStar agrees that the CCPA definition of De-identified applies to such Customer Data and will process such Customer Data accordingly.
- (d) Notwithstanding the foregoing, and for the purpose of addressing other prospective data protection laws, HubStar shall not Process any information provided by Customer that relates to, either directly or indirectly, an identified or identifiable individual (regardless of where that individual resides) other than for the specific purpose of HubStar's performance of its services under the EULA.

17. Termination of the DPA

This DPA will continue in force until the termination of the EULA (the "Termination Date").

18. Deletion of Customer Data

Unless otherwise required by applicable law, and subject to the terms and conditions of the EULA, HubStar will delete all Customer Data within 30 days after termination of the EULA without further notice.

19. Duties to Inform

Where Customer Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by HubStar, HubStar will inform Customer without undue delay. HubStar will, without undue delay, notify all relevant parties in such action (for example, creditors, bankruptcy trustee) that any Customer Data subjected to those proceedings is Customer's property and area of responsibility and that Customer Data is at Customer's sole disposition, subject to this DPA.

20. Entire Agreement; Conflict

This DPA incorporates the Standard Contractual Clauses by reference. Except as amended by this DPA, the EULA will remain in full force and effect. If there is a conflict between the EULA and this DPA, the terms of this DPA will control. Nothing in this document varies or modifies the Standard Contractual Clauses.

21. Definitions

Unless otherwise defined in the EULA, all capitalized terms used in this DPA will have the meanings given to them below:

- (a) **“HubStar Systems”** means HubStar’s data center facilities, servers, networking equipment, and host software systems (for example, virtual firewalls) that are within HubStar’s control and are used to provide the Services.
- (b) **“HubStar Security Standards”** means the security standards set out in Section 12.
- (c) **“Applicable Laws”** means laws that apply to any Customer Data in respect of which the Processor and/or Customer is subject, whether in the European Union, any Member State, the UK or otherwise including, without limitation, Australian privacy laws, Canadian privacy laws, U.S. privacy laws; and (b) any other applicable law with respect to any Customer Data in respect of which any Customer Group Member is subject to any other Data Protection Laws.
- (d) **“CCPA”** means the California (USA) Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.*, as amended, and implementing regulations.
- (e) **“Controller”** has the meaning given to it in GDPR.
- (f) **“Controller-to-Processor Clauses”** means the standard contractual clauses between controllers and processors for Data Transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- (g) **“Customer Data”** means the “Personal Data” (as defined in GDPR) that is uploaded to the Services under Customer’s HubStar accounts.
- (h) **“EEA”** means the European Economic Area.
- (i) **“GDPR”** means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). To the extent the GDPR is no longer applicable in the United Kingdom, “GDPR” also means any implementing legislation or legislation having equivalent effect in the United Kingdom (and references to “Articles” or “Chapters” of the GDPR shall be construed accordingly).
- (j) **“Processing”** has the meaning given to it in GDPR and “process”, “processes” and “processed” will be interpreted accordingly.
- (k) **“Processor”** has the meaning given to it in GDPR.
- (l) **“Processor-to-Processor Clauses”** means the standard contractual clauses between processors for Data Transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- (m) **“Security Incident”** means a breach of HubStar’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.
- (n) **“Service Controls”** means the controls, including management consoles, security features and functionalities, that the Services provide, as described in the Documentation (defined in the EULA).
- (o) **“Standard Contractual Clauses”** means (i) the Controller-to-Processor Clauses, or (ii) the Processor-to-Processor Clauses, as applicable in accordance with Sections 15.2(a) and 15.2(b).
- (p) **“Third Country”** means a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for personal data (as described in GDPR).

[End of DPA]

Schedule B to HubStar EULA – Service Level Agreement

This HubStar Service Level Agreement (this “SLA”) between Customer and HubStar describes required Service Levels for HubStar’s provision of the Services. This SLA is entered into pursuant to an Order Form and the HubStar End User License Agreement (however titled, the agreement for provision of the Services between Customer and HubStar, together, the “Agreement”).

1. Service Levels

1.1 Base Service Levels

- (a) During the Term of the Agreement, at no additional charge to Customer and in accordance with the Agreement, HubStar will make the Services available to the Customer with the Software Service functioning 99.5% of the time each calendar month, excluding Planned Downtime (the “SLA Commitment”).

1.2 Planned Downtime

- (a) “Planned Downtime” is a period, notified in advance with email notice to the Customer, during which the Services are unavailable for normal use by the Customer for HubStar to improve, enhance or repair the Services.
- (b) In no event may Planned Downtime: (i) constitute any time between the hours of 8:00 am and 9:00 pm (08:00-21:00) Monday through Friday in your local Technical Support Hub time zone (see Section 6.1 of this SLA); or (ii) exceed an aggregate of 6 hours in any calendar month.

1.3 System Performance

- (a) Processing times can be affected by factors over which HubStar or the Customer may or may not have control and will vary based on the volume of data being processed, performance of the Internet.
- (b) The Services set out in this SLA are provided remotely, by phone, email, and Internet only. Unless otherwise specifically provided in an Order Form, such Services do not include onsite services provided at your facilities or support for any third-party equipment, software, or services.
- (c) Where the Customer reasonably raises a concern regarding processing time, HubStar will work with the Customer to determine the cause of said concern, the extent to which each party has control of that cause, and where applicable, agree on an action plan for resolution.

2. Error Categorization and Response

2.1 Support Availability; Response Times

HubStar will respond to Support requests from the Customer as soon as reasonably possible with a target of not more than 4 hours of receiving a request via the Support Help Desk Number or Support Email during Business Hours.

2.2 Errors and Return to Service

HubStar will categorize Errors and provide Error response services in accordance with the table below. The Target Return to Service Time is measured from the time a Support Ticket is opened in HubStar’s support system until the functionality is restored on the Software Service.

Priority Level	Description	Target Return to Service Time
Level 1 Error	An Error that: - Prevents the Services from processing a time-critical business process - Completely prevents one or more users from accessing Customer Data or putting new Customer Data into the Services - Causes loss or corruption of Customer Data. Examples: - Cannot save any changes - Cannot open any Service Request	6 Business Hours
Level 2 Error	An Error that hinders a business process but is not necessarily time critical Examples: - Unable to generate a standard report for a non-time critical business process (and Customer Data not available via other means) - Room panel is off-line	3 Business Days
Level 3 Error	An Error that affects an important function of Services, but not vital for it to be resolved in the short term and/or where a reasonable work-around is available. Examples: Unable to generate a standard report, but the Customer Data is available via another report	60 Business Days

3. Service Credits

3.1 SLA Commitments

If HubStar fails to meet the SLA Commitment (i.e., where Unplanned Downtime (defined below) exceeds permitted limits during any month of the Term):

- In the first instance, the Customer Success Managers will negotiate an action plan for preventing recurrence of a failure to meet such SLA Commitment.
- If, despite implementation of the agreed actions, HubStar fails to meet the SLA Commitment on more than two occasions in the Agreement-year, then the Customer will be entitled to a credit equal to 5% of the annual Fees charged for the Services (an “SLA Failure Credit”).
- To receive an SLA Failure Credit, the Customer must notify HubStar within 30 days of the date on which the triggering SLA failure occurred. The issuance by HubStar of an SLA Failure Credit as specified in this Section 3.1 will be the Customer’s sole and exclusive remedy for any failure to meet the SLA Commitment.

3.2 Calculation

- (a) The Customer will be entitled to credits in the amounts provided in Section 3.1, above, in the event HubStar fails to meet the SLA Commitment. Service credits will be accumulated on an Agreement-year basis, and any credit will be applied to the next Agreement-year annual invoice, or applicable renewal invoice.
- (b) For purposes of determining SLA Commitment compliance, “Unplanned Downtime” means a disruption in the Services that is attributable to a Level 1 Error or a Level 2 Error (defined above), measured from the time a Support Ticket is opened until with respect to such Error until availability of the affected Services is restored or a workaround is provided.
- (c) Unplanned Downtime does not include any time whereby HubStar can reasonably demonstrate that the Error was caused by a failure in internet connectivity, the Customer’s network or user environment.

4. Equipment Support Service

- 4.1 **Availability.** If you subscribe to Equipment Support Service, HubStar will provide technical support and failure replacement for the Supported Equipment during the applicable subscription term (the “Equipment Support Term”). The Equipment Support Term also includes, as applicable, any warranty period for the Supported Equipment.
- 4.2 **Technical Support.** For technical support for Supported Equipment during the Equipment Support Term, contact HubStar as indicated in Section 6, below.
- 4.3 **Failure Replacement - RMA Process.** During the Equipment Support Term, you can initiate a support request on Supported Equipment by contacting HubStar by email at support@HubStar.com or as indicated in Section 6, below. You must obtain a Return Material Authorization (“RMA”) number before returning any Supported Equipment for repair or replacement pursuant to the Equipment Support Service.

5. Upgrades

HubStar has a continual development program which will see enhanced and additional features becoming available within the solution during the term of your subscription. Customers will be advised of any new releases at least 5 days prior to them being implemented along with details of any action you may need to take. In addition:

- (a) Server upgrades will be carried out outside of normal business hours to minimize any interruption to service.
- (b) Upgrades for HubStar Mobile and Room Panel Apps will be made available through the Google or Apple App Stores and may be applied automatically depending on the device settings.

6. Technical Support

Technical Support is available to all Customers with a valid subscription to assist with use of the Services. Customers will have access to our online knowledge base, email, and telephone support from our Technical Support Team.

6.1 **Contact.** You can always reach out to HubStar Technical Support by email at support@HubStar.com. In addition, the Technical Support Team can be contacted as follows:

If you are located in:	Your HubStar Technical Support Hub is located in (time zone):	Business Hours (Technical Support Hub local time):	Help Desk Phone:
United States, Canada or any country located in North or South America	USA (East Coast, UTC -5)	8:30 am – 8:00 pm, Monday through Friday (excluding local holidays)	+1 857 444 4985
UK, any member state of the European Union, and any country in the Middle East or Africa	England (UTC +0)	09:00 – 17:30, Monday through Friday (excluding local holidays)	+44 800 8870175
Australia, New Zealand, Japan	New South Wales, Australia (UTC +10)	9:00 am – 5:30 pm, Monday through Friday (excluding local holidays)	+61 2 9052 0891

Knowledge Base – Details and login for the knowledge base will be provided to each Customer at time of purchase.

6.2 **Technical Support Includes.** Technical Support covers issues relating to the functionality of HubStar products, such as:

- (a) Customer apps do not install,
- (b) Normal actions cause system to crash, or
- (c) Product behaves unexpectedly.

6.3 **Technical Support Does Not Include.** Technical Support does not cover items such as:

- (a) Installation or configuration of the Services,
- (b) Report writing,
- (c) Training,
- (d) System failure caused by inappropriate use of the Services, or
- (e) Any applications or custom code not provided by HubStar.

[End of EULA]

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