

ABACUS CLOUD SERVICES

1. Purpose.

Customer's purchase and use of Cloud Services are governed by this Agreement, this **Exhibit A** and Customer Orders. Capitalised terms used below and not otherwise defined shall have the meanings assigned to them in the Agreement.

2. Cloud Services. Complete and current Cloud Services descriptions are as set forth at <https://www.avolutionsoftware.com/products/abacus-cloud> and are incorporated herein by reference.

3. Other Cloud Services Terms.

a. **Customer Property.** Customer agrees that it is responsible for obtaining, purchasing, leasing, upgrading, securing and maintaining any and all Customer Property necessary, required or used to connect to, access and otherwise use the Cloud Services. Customer is solely responsible for ensuring that such Customer Property (1) is compatible with the Cloud Services (and, to the extent applicable, the Software) and (2) complies with all configurations and specifications set forth in the Documentation. Customer is also responsible for maintaining the security of all of the components of Customer Property, Customer's Cloud Services account, User names and passwords, files, and for all uses of Customer's Cloud Services account. Customer acknowledges that Avolution is not responsible for any (i) updates, new versions, releases, maintenance or fixes available or necessary for any Customer Property; or (ii) compromise of Customer Data transmitted across Customer Property not owned or managed by Avolution.

b. **Acceptance.** Customer acknowledges and agrees that (i) Avolution has provided Customer with adequate opportunities for Customer to test the Cloud Services prior to purchasing such Cloud Services; and (ii) Customer's acceptance of the Cloud Services is deemed to take place on the Customer Order Effective Date for the particular Cloud Services.

c. **Security, Backup and Data Retention.** (1) Except to the extent caused by Avolution's breach of this Agreement or an act or omission of Avolution Personnel, (a) Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are authorised by Customer or undertaken by Customer, its Representatives, Personnel or a third party; (b) Customer is responsible for properly using the Cloud Services; (c) Customer is responsible for taking appropriate action to regularly secure, protect, backup and validate the integrity of backups of its accounts and Customer Data; and (d) Avolution and its Related Companies are not responsible for unauthorised access to Customer's account.

(2) For no additional Fees, Avolution will make available to Customer the Customer Data within Avolution's possession for a period of sixty (60) calendar days after the effective Termination Date ("**Retention Period**") for Customer's own download of such data. If Customer requests, and Avolution agrees to, a non-standard or non-supported format or delivery method for such Customer Data within the Retention Period, Customer may be required to pay additional Fees for such delivery method or format. After the expiration of such Retention Period, subject to applicable Laws, Avolution will have no obligation to maintain Customer Data in any form, in any system or in its possession or control, and may destroy and dispose of such Customer Data. During such Retention Period, if expressly requested in writing by an authorised Customer representative, Avolution shall destroy or securely erase (in either case such that the Customer Data cannot be restored or recreated) all copies of such Customer Data in Avolution's possession, subject to applicable Laws. Avolution shall not withhold any Customer Data as a means of resolving any dispute.

d. **Log-In Credentials and Account Keys.** Log-in credentials and private keys generated by Avolution or its Third-Party Providers for Customer's use of the Cloud Services are for internal use only and Customer agrees that it will not sell, transfer, share or sublicense them to any other Entity or Individual, except that it may disclose them to Customer Representatives or Personnel performing work on Customer's behalf.

e. **Customer Data.** Customer acknowledges and agrees that Avolution will have no responsibility or liability for the existence, accuracy or content of Customer Data or any other data accessed, used, processed or transmitted with or in connection with the Products and Services. Customer acknowledges and agrees that (1) the Products and Services function only as a tool or vehicle used by Customer; (2) Avolution cannot control, and disclaims responsibility for (i) the jurisdiction where Customer Data originates or is input using the Products and Services, (ii) the jurisdictions across which Customer may transfer the data and (iii) the jurisdictions where Customer may control, access and process Customer Data, and Customer is responsible for compliance with Laws resulting from Customer's such use and transmission; (3) Avolution and its Products and Services are not a "data

controller” or similar under applicable Laws with respect to any Customer Data or content; (4) Avolution will handle Customer Data to fulfill its obligations under the Agreement in accordance with applicable Data Regulations and Avolution’s [Privacy Policy](#); (5) Customer will not include in Customer Data any Excluded Data and will not use Products and Services for or with Excluded Data or Excluded Uses, responsibility for which Avolution expressly disclaims.

f. Location. The Cloud Services are sold, subscribed, delivered, controlled and operated in and from facilities in the United Kingdom. Unless otherwise expressly agreed to in writing by Avolution in a Customer Order, Customer acknowledges and agrees that Avolution makes no representations that the Cloud Services may be used, are appropriate or available for use, in other jurisdictions other than the United Kingdom. Customers who access or use, and who permit their Users or other third parties to access or use the Cloud Services from other jurisdictions do so at their own volition and liability and are entirely responsible for compliance with all applicable Laws related to such use. Customer agrees to immediately notify Avolution in writing if it learns, has knowledge or reason to believe that the Cloud Services are being used or accessed outside the United Kingdom, and upon learning this, Customer shall immediately prevent any of its Users from using or accessing the Cloud Services outside the United Kingdom.

4. Cloud Services Restrictions. Customer agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Cloud Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Cloud Services in a manner that sends more request messages to Avolution servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Avolution grants the operators of public search engines revocable permission to use spiders to copy materials from www.avolutionsoftware.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Cloud Services; (v) taking any action that imposes, or may impose at Avolution’s sole discretion an unreasonable or disproportionately large load on Avolution Property or Avolution’s infrastructure; (vi) uploading invalid data, Excluded Data, viruses, worms, or other software agents through the Cloud Services; (vii) collecting or harvesting any personally identifiable information, including account names, from or via the Cloud Services; (viii) using the Cloud Services for any commercial solicitation purposes or any purpose other than Internal Business Purposes; (ix) impersonating another Individual or otherwise misrepresenting an affiliation with an Entity, conducting fraud, hiding or attempting to hide an identity; (x) interfering with the proper working of the Cloud Services; (xi) accessing any content on or of the Cloud Services through any technology or means other than those provided or authorised by such Services; or (xii) bypassing the measures Avolution may use to prevent or restrict access to the Cloud Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Cloud Services or the content therein.

5. Cloud Services Changes. Avolution may change or discontinue any or all of the Cloud Services or change or remove functionality of any or all of the Cloud Services from time to time. Avolution will notify Customer in writing of any material adverse change to or discontinuation of the particular Cloud Services, and in such an event, Customer shall be entitled to terminate the adversely affected services and be entitled to a pro-rata refund of the related Fees.

6. Compliance. Customer agrees to use the Cloud Services in compliance with all applicable Laws. Without limiting the foregoing, under no circumstances may the Cloud Services be used for any illegal or illicit purpose in any country, region, state, province or locality where the Cloud Services are used. Customer agrees to: (1) protect the confidentiality of Customer’s authorised User IDs and passwords; (2) notify Avolution immediately of any unauthorised use of any User ID or password or any other known or suspected breach of security; and (3) report to Avolution immediately and use reasonable efforts to stop any unauthorised copying or distribution of the Products and Services or any content that is known or suspected by Customer or its Users. Customer agrees that anyone who inputs a valid User ID and password will be deemed an appropriate authorised Customer User, for whom Customer is solely responsible, unless and until Customer notifies Avolution to the contrary in writing. Any individual User who has violated any term or condition of this Exhibit, or the Agreement may have its account suspended pending resolution of any concerns between Avolution and Customer.

7. Disclaimers. In addition to those disclaimers set forth in the Agreement, Customer acknowledges and agrees that (a) Avolution is not responsible for any electronic communications and/or Customer Data that are lost, altered, intercepted or stored without authorisation during the transmission of any such data whatsoever using the Cloud Services from or across Customer Property; (b) that using services such as the Cloud Services with Customer

Data involves inherent risks of unauthorised disclosure or exposure and that, in accessing and using the Cloud Services, and Customer assumes such risks; (c) the Cloud Services may not be used for or with Excluded Data or Excluded Uses; (d) Avolution cannot guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties; and (e) Customer is responsible for undertaking all necessary and reasonable security precautions in connection with its use of the Cloud Services and its Customer Property, including appropriate maintenance, security, encryption, updates, and back-up of its Customer Data.

8. AWS. Cloud Services are currently provided by using servers provided by Amazon Web Services (“AWS”). For more on AWS's hosting, security, compliance and privacy, Customer should refer to <https://aws.amazon.com/compliance/> and <https://aws.amazon.com/privacy/>, as they may be amended from time to time.