



G-Cloud 15

STANDARD TERMS AND CONDITIONS

BRUHATI SOLUTIONS LTD

Bruhati Standard Terms and Conditions

These terms and conditions are to be read in conjunction with all Bruhati Solutions Limited proposals and/or statements of work.

The Parties:

Bruhati Solutions Limited whose registered office is at 9, Michael Close, Maidenhead, Berkshire, England, SL6 4PD incorporated in England & Wales (registration number 11191291) ("the Company");

The client who purchases Services from the Company and whose details are set out in the proposals and/or statements of work ("the Customer").

Now it is hereby agreed as follows:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 7.

1. Interpretation

1.1 Definitions:

Business Day:	a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Charges:	the charges payable by the Customer for the supply of the Services in accordance with clause 5.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 17.
Contract:	the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.
Customer:	the person or firm who purchases Services from the Company.
Customer Default:	has the meaning set out in clause 4.2.
Deliverables:	the deliverables set out in the proposals and/or statements of work produced by the Company for the Customer.
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights in any jurisdiction.
Order:	the Customer's order for Services as set out in the statement of work produced by the Company for the Customer.
Order Form:	the Order Form governs the Customer's Cloud software and use of software through the Company.
Services:	the services, including the Deliverables, supplied by the Company to the Customer as set out in the Specification.
Specification:	the description or specification of the Services provided as set out in the statement of work by the Company to the Customer.

Data Protection Legislation:	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.
End User Licence Agreement:	the End User Licence Agreement (EULA) governs the Customer's acquisition and use of software through the Company.
Partner:	the Partner provides the Cloud software and use of software through the Company.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 This Contract will be deemed to have come into force on the date that the Customer instructs the Company to undertake the Order and the Company agrees to do so.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

- 3.1 The Company shall supply the Services to the Customer in accordance with the Specification in all material respects.

- 3.2 The Company shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and shall notify the Customer in any such event.
- 3.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

- 4.1 The Customer shall:
- (a) Ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) Co-operate with the Company in all matters relating to the Services;
 - (c) Provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) Obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - (e) Comply with any additional obligations as set out in the Specification;
- 4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- (a) The Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - (b) The Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

5. Charges and payment

- 5.1 Condition 5.2 shall apply if the Services are to be provided on a time-and-materials basis. Condition 5.3 and condition 5.4 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 5 shall apply in either case.
- 5.2 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Company's standard daily fee rates as amended from time to time;

- (b) The Company's standard daily fee rates (as published from time to time) are calculated on the basis of an eight-hour day worked between 9.00 AM and 6.00 PM on weekdays (excluding weekends and public holidays);
- (c) The Company shall be entitled to charge its standard daily fee rate (as published from time to time) plus 50% for each hour worked outside the hours referred to in condition 5.2 (b) on a pro-rata basis;
- (d) The Company shall invoice the Customer monthly in arrear for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this agreement. Each invoice shall set out the time spent and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

5.3 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Specification. The total price shall be paid to the Company in instalments as set out in the Specification. All amounts due under this agreement shall be paid by the Customer to the Company or withholding of tax as required by law). The Company shall invoice the Customer for the charges at each relevant stage, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in condition 5.4.

5.4 Any fixed price contained in the Specification excludes:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by the Company for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Company at cost; and
- (b) VAT, which the Company shall add to its invoices at the appropriate rate.

5.5 The Customer shall pay each invoice submitted to it by the Company in full, and in cleared funds, within 30 days of receipt.

5.6 Without prejudice to any other right or remedy that the Company may have, if the Customer fails to pay on the due date the Company may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- (b) suspend all Services until payment has been made in full.

5.7 Time for payment shall be of the essence of the Contract.

5.8 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.

6. Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

6.1 The Company grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the

Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

- 6.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 6.
- 6.3 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.
- 6.4 The Company shall at all times retain ownership of the Software. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of the Company. The Company reserves the right to grant licences to use the Software to third parties.

7. Limitation of liability THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 7.1 Nothing in the Contract shall limit or exclude the Company's liability for:
- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) Fraud or fraudulent misrepresentation; or
 - (c) Any other liability which cannot be limited or excluded by applicable law.
- 7.2 Subject to clause 7.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; and
 - (g) any indirect or consequential loss.
- 7.3 Subject to clause 7.1, the Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.
- 7.4 This clause 7 shall survive termination of the Contract.

8. Data Protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.
- 8.3 Without prejudice to the generality of Clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of Clause 8.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Customer unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised 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 unauthorised 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, pseudonymising 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 organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

9. Termination

- 9.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 1 months' written notice.
- 9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) The other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - (b) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on

business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than [14] days after being notified to make such payment.

10. Consequences of termination

On termination of the Contract for any reason:

- 10.1 The Customer shall immediately pay to the Company all of its outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 10.2 The Customer shall return all of any Deliverables which have not been fully paid for.
- 10.3 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 10.4 Clauses which expressly or by implication survive termination shall continue in full force and effect.

11. General

11.1 Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. Assignment and other dealings

- 12.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 12.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 12.3 The Customer and the Company do not wish to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of the Services.
- 12.4 Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees.

- 12.5 The Customer and the Company will NOT employ, engage, or otherwise solicit any person who during the previous 12 months was an employee or sub-contractor of the other and with whom such party had material contact in connection with Services performed under the Specification, until 6 months after this Contract has terminated unless otherwise agreed in writing.
- 12.6 The Consultancy will comply with all applicable anti-bribery and anti-corruption laws, regulations, codes and sanctions including but not limited to the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010.

13. End User License Agreement

- 13.1 The Company grants the Customer a non-transferable, non-exclusive licence to use the Cloud software on the Customer's devices in accordance with the standard terms and conditions.
- 13.2 The Customer is permitted to load the Cloud software (for example a PC, laptop, mobile or tablet) under your control. The Customer is responsible for ensuring it's device meets the minimum requirements of the Cloud software.
- 13.3 The Customer is not permitted to:
- a) Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
 - b) Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
 - c) Allow any third party to use the Software on behalf of or for the benefit of any third party
 - d) Use the Software in any way which breaches any applicable local, national or international law
 - e) Use the Software for any purpose that the Company considers is a breach of these standard terms and conditions.

14. Maintenance & Support Services

- 14.1 The Company provides support services in accordance with their Partner's Cloud Software terms and conditions that will be detailed on the Order Form.

15. Confidentiality

- 15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17. Variation

The Company may revise these terms and conditions at any time and shall notify the Customer in any such event.

18. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

20. Notices

20.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

20.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

21. Third parties

No one other than a party to the Contract shall have any right to enforce any of its terms.

22. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

23. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

APPENDIX A – Ardoq End User Terms of Use

These end user terms of use with appendices set out the terms and conditions that govern end-company's ("**Customer**") use and access to the Ardoq services purchased from an entity authorized by Ardoq to sell Ardoq subscriptions and services ("**Company**") under a separate agreement between Company and an Ardoq entity ("**Ardoq**").

When Customer purchases any Ardoq services from a Company, these terms exclusively regulate the rights and obligations pertaining to Customer's use of such services.

In order to be able to use Ardoq Services purchased from a Company, the Customer is, in addition to accepting these terms, required to enter into a separate agreement with the Company. Such separate agreement shall govern the legal relationship between the Customer and the Company concerning the delivery and provision of Ardoq services for the Customer.

Capitalized terms shall have the meaning designated to them in the paragraph in which it is written in bold between quotation marks.

1. DOCUMENTS

Reference to the term "**Agreement**" means this document and the following appendices:

Appendix 1: Service Level Agreement

Appendix 2: Data Processing Agreement

Appendix 3: Ardoq Information Security

In the event of any conflict or inconsistency between the documents listed above, they shall take precedence in the order they are listed.

2. RIGHT TO ACCESS AND USE

The Customer is granted, during the term of the Agreement, a right to remotely access and use the relevant Ardoq SaaS services ("**Service**") in accordance with this Agreement.

3. PROVISION OF THE SERVICE

The Service will be provided by qualified personnel, suitably skilled and trained in the performance of the Service, performed in a diligent and professional manner and materially in accordance with this Agreement.

4. SUPPORT

Ardoq will provide support if included in the relevant subscription. The Customer will provide access to the necessary resources for Ardoq to be able to support Customer in a timely manner.

5. ADD-ON SERVICES

The Agreement will also apply for features and services added to the subscription after the initial signature (“**Add-On Service**”). Specific terms may apply for the individual Add-On Service. Ardoq will provide Customer, through the Company, with such specific terms prior to the Add-On Services are agreed upon.

6. MODIFICATIONS AND IMPROVEMENTS

Ardoq seeks to constantly improve the Service. Ardoq may from time to time make improvements, add, modify, or remove functionality, or correct any errors or defects in the Service as further described in the Service Level Agreement. Ardoq will however not remove functionality which in Ardoq’s reasonable opinion must be considered core functionality for a service such as the Service. The Customer will get access to modifications and improvements that are made generally available to all Ardoq customers who have purchased the same features. Additional features and services introduced from time to time may be purchased as an Add-On Service.

7. SECURITY MEASURES

Ardoq has implemented and shall during the term of the Agreement maintain appropriate technical and organizational measures, internal controls, and information security routines as described at <https://www.ardoq.com/information-security>. Ardoq may during the term of the Agreement change and/or update the measures as desired, provided that such changes shall not materially decrease the overall security of the Service.

8. PERSONAL DATA

Ardoq shall process Customer personal data only as permitted under this Agreement and the data processing agreement set out in Appendix 2 (“**Data Processing Agreement**”).

Ardoq shall process User data as set out in Ardoq’s privacy notice and communicated to Users.

9. DATA EXPORT

Customer may export the Customer’s data in a standardized format via the built-in export function in the Service. This function may be used by Customer during the term of the Agreement.

10. ACCEPTABLE USE

10.1. Users

The Service shall, unless otherwise agreed in writing, be available for use by Customer employees and contractors acting on behalf of the Customer (“**Users**”). Affiliates of the Customer may use the Service only if agreed in writing.

Customer shall only permit authorized Users to use the Service. Customer shall remain responsible for all Users' (including its Affiliates' and contractors' Users') compliance with this Agreement.

Customer and each of its Users shall only use the Service for internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement. Customer will use commercially reasonable efforts to prevent unauthorized use of or access to the Service.

10.2. Log-in details

Customer and each of its Users shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. Customer will notify Company and Ardoq immediately of any unauthorized use of a User's account or any other breach of security.

10.3. Reverse engineering

Customer shall not modify, translate, reverse engineer, decompile or disassemble any part of the Service or otherwise attempt to derive source code or create derivative works from the Service.

10.4. Additional responsibilities

Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service. Customer will not, and will not permit any other party to, use the Service in any manner that violates a third party's rights or applicable law.

10.5. APIs and integrations

The Service may, depending on Customer's subscription plan, contain features designed to integrate with third party applications. Ardoq is dependent on third parties for such integrations to work and can therefore not guarantee the continued availability of such features.

Ardoq may make available its own API's as part of the Service. Customer's right to access and use any Ardoq API is subject to restrictions and policies implemented by Ardoq from time to time. Ardoq will monitor the API's and reserves the right to take necessary measures to prevent misuse.

10.6. Payment for unauthorized use

Ardoq may investigate logs to verify that Customer complies with the acceptable use requirements above. Customer shall upon request from either Company or Ardoq reasonably cooperate to clarify compliance. Additional usage fees may be charged in line with the price for the feature in question in case of repeated or intentional breach of the acceptable use requirements.

11. SUBCONTRACTING

Ardoq may use subcontractors in the provision of the Service. Ardoq shall be liable for the acts and omissions of its subcontractors and any other affiliates contributing to the performance of its obligations under this Agreement as for its own actions or omissions.

12. CUSTOMER DATA

12.1. Ownership of Customer Data

Customer owns and shall always retain all right, title, and interest in and to, and has sole responsibility for the content of and the right to use Customer Data. “**Customer Data**” means for the purpose of this Agreement any data introduced by Customer into the Service.

12.2. Rights to use Customer Data

Customer hereby grants to Ardoq, during the term of this Agreement, a limited right to access and use Customer Data to provide and improve the Service. Ardoq will use Customer Data only in accordance with this Agreement.

12.3. No sales of data

Ardoq will not sell, rent, or lease Customer Data to any third party.

13. INTELLECTUAL PROPERTY RIGHTS

This Agreement does not constitute any transfer of ownership of any intellectual property rights. Ardoq owns and shall always retain all right, title, and interest in and to the Services and all intellectual property rights associated with each of them. No rights are granted to Customer under this Agreement except as expressly set forth in this Agreement.

14. CONFIDENTIALITY

14.1. Non-use and Non-disclosure

Neither party shall use or disclose any Confidential Information of the other party for any purpose except in relation to its performance under this Agreement. The receiving party shall take reasonable measures to avoid disclosure and/or unauthorized use of the Confidential Information of the disclosing party.

For the purpose of this Agreement, “**Confidential Information**” means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of this Agreement, Customer Data, information relating to Ardoq and the Services, and any other information exchanged pursuant to this Agreement, will be considered Confidential Information.

14.2. Limitations on the duty of non-disclosure of Confidential Information

Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving

party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

Additionally, Ardoq and Company may exchange Customer Confidential Information connected with the use of the Service for the purposes of providing the Services, improving Service quality and communication concerning the Services.

14.3. Permitted disclosures and disclosures required by law

The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

14.4. Survival and remedies

The obligations of each receiving party under this section shall survive for 5 years after the termination of the Agreement, and in the case of trade secret information, the obligations under this section will survive for as long as the information remains a trade secret. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

15. TERM AND TERMINATION

Either party may terminate this Agreement for breach by giving the other party thirty (30) calendar days prior written notice if the other party have materially breached its obligations hereunder and have failed to cure such breach within thirty (30) calendar days' after being notified in writing of the details of such breach.

Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) each party shall delete or destroy all Confidential Information of the other party (except that Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) any and all invoiced and non-invoiced undisputed fees owed by Customer to Ardoq under this Agreement shall become immediately due and payable to Ardoq.

16. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

17. DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS". ARDOQ DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE USE, QUALITY, PERFORMANCE, ACCURACY AND COMPLETENESS OF ANY DATA PRODUCED BY THE SERVICE. DAMAGES RELATED TO A SECURITY INCIDENT UNDER THE AGREEMENT CAN ONLY BE CLAIMED BY CUSTOMER IF LOSSES ARE DUE TO A NEGLIGENT BREACH BY ARDOQ OF THE SECURITY MEASURES DESCRIBED IN SECTION 7.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICES IS DISCLAIMED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SHOULD CUSTOMER'S AGREEMENT WITH COMPANY CONTAIN A WIDER SCOPE OF LIABILITY OR HIGHER LIMITATION OF LIABILITY FOR THE SERVICES THAN SPECIFIED IN THIS AGREEMENT, THEN CUSTOMER SHALL HAVE NO RIGHT TO MAKE CLAIMS AGAINST ARDOQ FOR ANY SUCH EXCESS LIABILITY.

18. LIMITATION OF LIABILITY

18.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL A PARTY BE LIABLE FOR LOST PROFITS, COSTS OF REPLACEMENT SERVICES, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

18.2. LIMITATION OF TOTAL LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT AND THE DATA PROCESSING AGREEMENT) EXCEED THE GREATER OF (I) THE AMOUNT OF FEES RECEIVED BY ARDOQ WITH RESPECT TO THE SUBSCRIPTION TO THE RELEVANT SERVICES DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR (II) USD 50 000. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

19. TEMPORARY SUSPENSION OF SERVICES

Ardoq may temporarily suspend the Services at Company's request, or if Customer or Company is in breach of the Agreement and such breach is not cured within 30 calendar days after Customer's receipt of written notice thereof. Additionally, Ardoq may temporarily suspend the Services or a User's access without notice if (i) Ardoq reasonably believes that Customer or a User is in violation of section 10.2 – 10.5, (ii) Ardoq is notified by Company of Customer's failure to pay amounts due related to the subscription to a Service, or (iii) Company fails to pay any amounts due to Ardoq with respect to Customer's subscription to a Service. In each case, suspension will last until the breach has been cured.

20. INDEMNIFICATION

20.1. By Ardoq

Ardoq shall defend, indemnify and hold harmless Customer and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against Customer resulting from a substantiated claim, demand, suit, action or proceeding brought against Customer by a third party alleging that the Service used in accordance with this Agreement infringes a valid intellectual property right of such third party in the US, EU and/or EEA.

20.2. By Customer

Customer shall defend, indemnify and hold harmless Ardoq and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against Ardoq resulting from a substantiated claim, demand, suit, action or proceeding brought against Ardoq by a third party alleging that any Customer Data, or the use of the Service in combination with a non-Ardoq application provided by Customer, infringes a valid intellectual property right of such third party in the jurisdictions where the Customer is authorized to use or access the Service.

20.3. Process

To receive the foregoing indemnifications the indemnified party must give the indemnifying party prompt written notice of the claim, give indemnifying party sole control of the defense and settlement of the claim (except that indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability), and give indemnifying party all reasonable assistance at indemnifying party's expense

20.4. Ardoq remedies

If Ardoq receives information about an infringement claim, Ardoq may at its sole discretion either (i) obtain a license for Customer's continued use of the applicable part of the Service in accordance with this Agreement, or (ii) replace or modify the applicable part of the Service so that it is no longer claimed to

infringe a third party right. If Ardoq reasonably determines that the foregoing options are not commercially available, Ardoq may terminate the Customer's subscription for the affected part of the Service.

20.5. Sole remedies

The rights granted to a party under this section shall be the indemnified party's sole and exclusive remedy for any alleged infringement covered by this section.

21. MISCELLANEOUS PROVISIONS

21.1. Compliance

The Service can be accessed in any jurisdiction via a web interface. The Service will be provided in accordance with those laws that are directly applicable to Ardoq in its provision of services in general without regard for Customer's particular use of the Service. Customer is responsible for its own use of the Service, all activities that occur under User's account, and shall ensure that such use is compliant with legal requirements applicable for Customer's business and any local laws that may impact its right to import, export or use the Service.

Customer shall not be located in, and will not permit its Users to use any Service from, any country subject to U.S. EAR or OFAC restrictions.

21.2. Assignment

This Agreement may not be assigned by either party without the prior written consent of the non-assigning party. Consent is not required in the context of merger, acquisition, or sale of all or substantially all the assigning party's stock or assets, provided that assigning party provides advance written notice thereof to the non-assigning party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

21.3. Force Majeure

Neither party shall be liable for any failure or delay in its performance of its obligations under the Agreement resulting from an event caused by conditions beyond the reasonable control of a party, including governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party.

A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than three months, each party may terminate this Agreement immediately without liability to the other party.

21.4. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

21.5. Severability

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

21.6. Amendment

Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any web-site, portal purchase order, or similar document will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

21.7. Notices

All notices and other legal communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail.

21.8. Survival of certain provisions

Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

21.9. Governing law and legal venue

This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the governing law noted in the below chart, without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of- and venue in the location noted in the legal venue column below.

Company main registered office location	Governing Law	Legal venue
Norway	Norwegian law	Oslo, Norway
United States	Delaware law	Delaware, USA
Denmark	Danish law	Copenhagen, Denmark
Australia	Australian law	New South Wales, Australia

Any other locations not covered above	Laws of England and Wales	London, United Kingdom
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End User Terms of Use v5.1/2024

APPENDIX 1**ARDOQ SERVICE LEVEL AND TECHNICAL SUPPORT AGREEMENT**

v5/2024

1. Service availability (Uptime)

Ardoq will, during the subscription term, provide the Services with an availability target of 99.5% measured per calendar month, excluding Planned Downtime as defined below (the “**Availability Target**”).

If Ardoq does not meet its Availability Target, the Customer is entitled to a period of free extension of the Service as specified in the table below.

Customer must notify Ardoq of the failure to meet the Availability Target within 10 days after the end of the applicable calendar month, and must at the latest claim such free extensions within 30 days after the notification was sent to Ardoq.

Availability per calendar month	Service credit
99.5 % - 99.0 %	2 days extension of the Service
98.9 % - 96.0 %	4 days extension of the Service
<96.0 %	8 days extension of the Service

If the Service has not met the Availability Target for 3 consecutive months, Customer may terminate the Service upon 30 days’ notice to Ardoq, and will receive a pro rata refund of any prepaid fees for the unused period of Service. The foregoing are Customer’s sole remedies for any failure of the Service to meet the Availability Target. Ardoq’s monitoring and logging infrastructure will be the source of truth for determining availability.

Free, proof-of-concept, beta, trial Services or similar (“**Trial Services**”) are provided “as-is” without any guarantees, service level commitments or liability. The Customer uses the Trial Services at its own risk. Ardoq shall not be liable for any loss or damage

arising from the use of or inability to use the Trial Services. Ardoq reserves the right to decommission any Trial Services at any time without prior notice. Ardoq may impose fees on the Trial Services at any time. In such event, the Trial Services will remain available to Customer only if Customer accepts the fees in writing. Should Customer not accept the fees, Ardoq will remove access to the relevant Trial Services as soon as the fees come into effect.

2. Planned downtime

Downtime may be necessary to perform updates or maintenance to hardware or software from time to time ("**Planned Downtime**"). Ardoq may have Planned Downtime up to 4 times each calendar year. Ardoq will, if possible, notify Customer at least 5 business days in advance of Planned Downtime occurring outside of normal business hours (Monday to Friday 0900-1700 CET for the EU datacenter and Monday to Friday 0900 – 1700 US Eastern Time for the US Data Center). For planned downtime (which may last for up to 24 hours) during normal business hours, notification shall be given at least ten (10) business days in advance if possible. Planned Downtime according to this clause is not considered as unavailability.

3. Customer Support – Technical Support

Customer will have 24/7 access to the Ardoq online Knowledge Base. Customer support is offered through the in-app chat or by sending an email to support@ardog.com. Support is provided to the extent included in the customer's subscription plan.

Ardoq's customer support processes all incoming support requests from the Customer. In cases where escalation is necessary, the Customer can reach out to its Customer Success Manager. For support purposes, Ardoq has internal administrators who can access Customer's data. Logs are kept of any access by Ardoq administrators.

Ardoq customer support is offered in English and Norwegian.

4. Functionality, modifications and improvements

The Service is provided "as is" as a standardized service; the right to use the Service is not conditional or tied to a specific version or functionality at a certain time. Ardoq reserves the right to make improvements, to add, modify or remove functionality, and to correct any errors or defects in the Service at its sole discretion, without any obligation or liability. Ardoq will, however, not remove functionality which, in Ardoq's reasonable opinion, is considered core functionality for a service such as the Service. The Service will not always be completely free of errors and the improvement of the Service is a continuous process.

5. System requirements

Ardoq's Service is a software as a service solution. To be able to run the Ardoq Service, the user needs a computer with a web browser. The Ardoq Service is available on the following browsers:

- Microsoft Edge: Latest stable version supported
- Mozilla Firefox: Latest stable version supported
- Google Chrome: Latest stable version supported
- Safari: Latest stable version supported

The following system requirements are recommended for best performance:

- Minimum of 8 GB ram and 2,4Ghz of CPU.

Successful use of the Service is dependent on certain equipment and factors (such as sufficient internet connection) that are the Customer's responsibility. Ardoq is not liable for the discontinuance, disruption or instability of the operation of the Service caused by the Internet or any third party service the Customer needs in order to access the Service, including, without limitation, operating systems and necessary application software.

6. Disclaimers related to AI-based functionalities

The Ardoq Services may, depending on the Customer's subscription plan, utilize AI or similar technology. If such functionalities generate content and/or output based on Customer Data, the Customer accepts that such generated content and output:

1. are generated through machine learning and are not reviewed, verified or curated by Ardoq;

2. may not be complete, accurate or correct and require Customer's independent verification before their use;
3. may be generic, similar or identical to content/output produced for other Ardoq customers.

APPENDIX 2

ARDOQ DATA PROCESSING AGREEMENT

v5.1/2024

1. THE PURPOSE OF THE DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) regulates the parties' rights and obligations in connection with Ardoq (“**Data Processor**”) processing personal data on behalf of the Customer (“**Data Controller**”). The purpose of the DPA is to comply with the requirements for data processor agreements according to the General Data Protection Regulation EU 2016/679 and the United Kingdom Data Protection Act 2018 (including UK GDPR) (jointly “**GDPR**”), should such requirements be applicable to the processing described herein.

2. THE SCOPE OF PROCESSING

The Data Processor will process the following types of personal data on behalf of the Data Controller:

- Name, contact information, IP address, title and other data inserted into the Service by the Data Controller or the Data Controller's representatives or Users.

The personal data is connected to the following categories of data subjects:

- Users
- other data subjects inserted into the Service.

Within the scope of this DPA, the Data Processor shall process the personal data for the following purposes:

- Fulfilling the subscription agreement with the Data Controller.

3. THE DATA PROCESSOR'S DUTIES

When processing personal data on behalf of the Data Controller, the Data Processor shall follow the routines and instructions stipulated in this DPA.

The Data Processor is subject to an obligation of confidentiality regarding data that the Data Processor gets access to under the DPA. This provision also applies after the

termination of the DPA. The Data Processor is obliged to ensure that persons who process the data for the Data Processor, have committed themselves to confidentiality.

4. THE DATA PROCESSOR'S OPPORTUNITY TO USE SUB-PROCESSORS

The Data Processor uses the following hosting providers as sub-processor(s). The applicable data location is the location chosen by the Data Controller in the Subscription Form for the Service.

EU Location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	EU/EEA
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	EU/EEA

US Location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	US
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	US

UAE Location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	UAE

Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	UAE
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AU Location

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	AU
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	AU

The following entity is a group parent company and provides services to its subsidiaries. Accordingly, the below company functions as a sub-processor in those cases it is not the contracting party to the Agreement:

Company	Service	Purpose	Corporate location
Ardoq AS	Ardoq Services and customer support	Parent company and provider of certain services under the Agreement	Norway

In addition to the above, the following entities are used as sub-processors for all Ardoq customers:

Company	Service	Purpose	Data Location
Intercom	Communication and notifications	The Intercom service supports handling of Customer's support requests and communication concerning the Service	EU/EEA

Attensi	Onboarding into the Ardoq Service	The Attensi service provides a platform for learning about the Ardoq Service	EU/EEA
Beamer	Notifications	The Beamer service is used for in-Service communications	EU/EEA

In addition, the Data Processor has the right to use other sub-processors, but is obliged to inform the Data Controller of any intended changes concerning the addition or replacement of other processors, so that the Data Controller has the opportunity to object to the changes. The information shall be given at least 45 days prior to the planned changes take effect. The Data Controller has a right to object to the change in writing within the above period, explaining reasonable grounds for objections. If the Data Processor decides to proceed with the change despite the Data Controller's reasonable objections, the Data Controller has the right to terminate the Agreement no later than 45 days of the change being implemented.

The Data Processor shall remain fully liable to the Data Controller for the performance of any sub-processors.

5. TRANSFERS OF GDPR PERSONAL DATA

The Data Processor uses the respective sub-processors outside the EEA (including the EU), UK and Switzerland (collectively the "**GDPR Area**"), as documented in section 4.

Apart from this, for the processing of personal data on behalf of Data Controller as described herein, to the extent such processing is subject to GDPR, the Data Processor may not transfer such personal data outside the GDPR Area, unless it has ensured that there is a legal basis for the transfer of such personal data outside the GDPR Area or unless required by mandatory provisions of applicable law.

6. SECURITY

The Data Processor shall through planned and systematic measures implement appropriate technical and organizational measures to ensure a satisfactory level of security, e.g. in relation to confidentiality, integrity and availability.

The Data Processor shall document routines and other measures made to comply with these requirements regarding the information system and security measures. The documentation shall be available at request by the Data Controller and the authorities.

Any notification to the authorities regarding personal data breaches shall be given by the Data Controller, but the Data Processor shall notify any breach directly to the Data Controller. The Data Controller is responsible for reporting the breach to the Data Protection Authorities.

Notifications regarding personal data breaches according to GDPR shall be notified by the Data Processor to the Data Controller, and the notification shall contain sufficient information so that the Data Controller may assess whether the breach must be notified to the authorities or to the data subjects.

The Data Processor's obligations to assist the Data Controller in fulfilling the obligations concerning security of processing and consulting supervisory authorities, are considered fulfilled by the Data Processor's obligations according to this DPA. Considering the nature of the processing performed by the Data Processor, as well as that the Data Processor's service is of a self-service nature where all data input into the service is administrated directly by the Data Controller, and the limited information available to Data Processor, this assistance is considered sufficient. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary to be able to fulfil Data Controller's GDPR obligations.

7. DOCUMENTATION AND SECURITY AUDITS

The Data Processor shall have documentation that proves that the Data Processor complies with its obligations under this DPA and the GDPR. The documentation shall be available for the Data Controller on request. The Data Processor shall regularly conduct security audits, and shall submit the results of the audit to the Data Controller. The Data Controller shall be entitled to conduct audits and inspections regularly, for systems etc. covered by this DPA, in accordance with the applicable requirements of

the GDPR. Audits may be carried out by the Data Controller or a third party mandated by the Data Controller in agreement with the Data Processor. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary in order to be able to fulfil Data Controller's GDPR obligations.

8. FULFILLING THE RIGHTS OF THE DATA SUBJECTS

The Data Processor's processing on behalf of the Data Controller is not of a nature which makes it necessary or reasonable for the Data Processor to fulfil or assist in fulfilling the Data Controller's obligations towards data subjects. To the extent the Data Controller requires assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary to be able to fulfil Data Controller's GDPR obligations.

9. THE DURATION OF THE DPA AND THE PROCESSING

The DPA applies as long as the Data Processor processes personal data on behalf of the Data Controller in connection with providing the Service to the Data Controller.

10. TERMINATION

The DPA may only be terminated together with the Agreement, in accordance with the termination clauses in the subscription terms. Termination of the subscription terms also constitutes a termination of the DPA.

11. RETURN, DELETION AND/OR DESTRUCTION OF DATA UPON TERMINATION OF THE DPA

The Data Processor provides a standardized format to export the Data Controller's data via the built-in export function in the Service. This function may be used by Data Controller during the term of the Agreement.

Upon termination of the Agreement, the Data Processor will permanently erase all personal data processed hereunder on behalf of the Data Controller in accordance with its corporate deletion policy, unless the Data Processor is required by law to store any such data.

APPENDIX 3

ARDOQ INFORMATION SECURITY

v5/2024

Information Security Management

Ardoq has established and continues to develop an Information Security Management System (ISMS) that encompasses policies, standards and procedures to ensure information security is addressed as part of the development and operation of the Ardoq Cloud Platform. The ISMS is ISO 27001:2017 certified, and aims to address both customer and regulatory security requirements (e.g. GDPR).

Ardoq performs an internal information security risk assessment annually, or more often when significant organizational changes are made. Risk assessments follow a process modelled on NIST Special Publication 800-30 Revision 1.

Organizational Security

All Ardoq employees are required to adhere to a Code of Conduct and Acceptable Use Policy which includes maintaining confidentiality of customer data. Employees receive regular security awareness training and must read and acknowledge Ardoq's information security policies on an annual basis.

Access Control

Customer data is processed in dedicated cloud-based production environments where access is limited to those with a legitimate business need. Administrative access is restricted to specifically authorized personnel whose access rights are reviewed on a regular basis. Multi-factor authentication (MFA) is required for access to production systems and most internal Ardoq business systems.

Operations Security

Ardoq makes extensive use of cloud-native components to operate and secure the SaaS platform, including containerisation, security groups and auto-scaling. Base virtual hosts are updated nightly with security patches. Containers are built on trusted base images and updated continuously as part of Ardoq's Continuous Delivery model.

Logs are aggregated from hosts and cloud infrastructure components and monitored using a SIEM. Logs are retained for pre-defined periods based on business need and risk.

Physical and Environmental Security

The Ardoq Cloud Platform is hosted with globally leading cloud infrastructure providers AWS and Azure, who are responsible for physical and environmental security. AWS and Azure maintain extensive security compliance programs including certification against ISO/IEC 27001, ISO/IEC27017 and ISO/IEC 27018 as well as regular SOC 2 (Type II) audits. The audited security controls include dedicated security staff, strictly managed physical access control, and video surveillance.

Cryptography

Data in transit between users and the Ardoq Cloud Platform are encrypted and authenticated using TLS 1.2.

Data at rest stored in the Ardoq Cloud Platform is encrypted using 256-bit AES. Key management is supported by Hardware Security Modules (HSMs) validated under FIPS 140-2.

Communications Security

Ardoq monitors and mitigates against potential attacks with several tools, including a web application firewall, network-level firewalling, and security groups to segregate different processing operations. In addition, the Ardoq platform contains Distributed Denial of Service (DDoS) prevention defenses.

Software Development Lifecycle (SDLC) Security

Ardoq employs a Continuous Delivery model. Changes and improvements to the platform are developed and tested on separate branches and merged via Pull Requests. Pull Requests must be reviewed by at least one other developer for quality and security.

Third-party components are automatically reviewed for security vulnerabilities, triaged, prioritised, and updated.

The Ardoq Cloud Platform is continually subjected to vulnerability assessments, including:

- Dynamic scans: Ardoq tests for potential vulnerabilities on a weekly basis.
- Bug bounty program: Ardoq crowd-sources vulnerability research through an invite-only bug bounty program managed by HackerOne.
- Annual penetration test: Ardoq contracts an external third party to conduct an annual penetration test of the Cloud Platform to augment the other assessments.

Information Security Incident Management

Ardoq's security incident process flows and investigation data sources are pre-defined during recurring preparation activities and exercises, and are refined through investigation follow-ups. We use standard incident response process structures to ensure that the right steps are taken at the right time. Incident response exercises are conducted once per quarter.

Business Continuity Management

Information security is also part of Ardoq's wider business continuity strategy. The Ardoq Cloud Platform is hosted across several cloud infrastructure availability zones. All customer data is backed up and stored in encrypted form at a separate cloud infrastructure provider. Production environments are instrumented using Infrastructure-as-Code technologies such as Terraform and Ansible, allowing for rapid re-deployment. Disaster response drills are conducted at least twice a year.

Compliance

Ardoq's Information Security Management System (ISMS) is ISO 27001:2017 certified. Our ISMS implements a risk-based approach to planning, implementing, measuring and continuously improving appropriate security controls. The scope of our

ISO 27001:2017 certification is the development, operation, and maintenance of the Ardoq SaaS platform.

Ardoq undergoes annual SOC 2 (Type II) audits. The annual audit is based on the Auditing Standards Board of the American Institute of Certified Public Accountants' current Trust Services Criteria (AICPA TSC 2017). The audit report provides a third-party attestation of the organization's policies and processes relevant to security.

Customers and potential customers can download the full audit report, and corresponding architecture and policy summaries, by contacting their Ardoq Account Executive or Customer Service Manager.

Ardoq is listed in the Cloud Security Alliance's Security, Trust, Assurance and Risk (STAR) registry. Customers and prospective customers can view our STAR Level 1 entry and access our completed CAIQ at <https://cloudsecurityalliance.org/star/registry/ardoq/services/ardoq/>.

Next Steps

Please feel free to get in touch if you have any questions.

We are happy to offer a free initial assessment for any of our services to help provide any further clarifications your organisation may need.

Please email us at gcloud@bruhati.com or call us at 01628 272658 to discuss your business needs.