



INVOKA CONSULTING

G-Cloud 15

Terms and Conditions



Master Service Agreement

THE TERMS AND CONDITIONS SET OUT BELOW GOVERN THE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES PROVIDED BY Invoka Consulting Limited ("Invoka"). THIS AGREEMENT TAKES EFFECT ON THE DATE THE CUSTOMER INDICATES THEIR ACCEPTANCE OF THESE TERMS BY CLICKING ON THE LINK OR STARTING TO ACCESS OR USE THE SERVICES ("Effective Date").

ANY INDIVIDUAL AGREEING TO BE BOUND BY THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

1. Services.

1.1 Right to Access and Use. Subject to the terms and conditions of this Agreement and in consideration of the fees specified in any Order or SOW, Invoka hereby agrees to provide the Services to the Customer.

1.2 Restrictions. Customer will access and use the Services in compliance with this Agreement and applicable laws and regulations. Access to and use of Services is subject to the applicable restrictions and limitations specified in an Order, Documentation, and Software Vendor's policies published as of the Term's start date. Without limiting the foregoing, Customer will not: (a) commercially sell, resell, licence, sublicense, distribute, or frame the Services; or (b) use technology, processes, or other means to provide access to and use of Services to more than one individual under a set of User login credentials. Customer will promptly notify Invoka of any known unauthorised access to or use of Services. Customer is responsible for Users' access to and use of the Services. Any restriction or limitation on, or representation or warranty regarding, Customer's access and use under this Agreement is deemed to apply to Users.

2. Security and Processing of Customer Content.

2.1 Security. Invoka has implemented and will maintain appropriate information security practices and safeguards designed to preserve the security, integrity, and confidentiality of the online Services and

Customer Content and to protect against information security threats. Invoka may update such security practices and safeguards from time to time, provided that any such update does not materially reduce the overall level of security or commitments as described therein.

2.2 Processing. Customer represents and warrants that it has all rights, permissions, and consents necessary to: (a) submit all Customer Content to the Services; and (b) grant Invoka the limited rights to process Customer Content as provided for below. Customer hereby grants Invoka a worldwide, non-exclusive, non-transferable, right to use and otherwise process Customer Content under this Agreement only: (x) as required by applicable law; (y) as requested by Customer in writing or as allowed by Customer via a Service's access controls; or (z) as necessary to provide, support, or optimise the Services or prevent or address technical problems with the Services or violations of this Agreement. Invoka's right to process Customer Content hereunder will not excuse any obligation of Invoka relating to Customer Content under this Agreement.

2.3 Use of Third Parties. Invoka may engage third parties to act on Invoka's behalf in connection with its provision of the Services provided that: (a) such third parties are subject to applicable confidentiality and data security obligations that are substantially as protective as those set out in this Agreement; and (b) Invoka is responsible for such third parties' acts and omissions in relation to Invoka's obligations under this Agreement. Unless otherwise agreed by the parties, all third parties engaged to process Customer Content on behalf of Invoka are identified at <https://www.invokaconsulting.com/master-service-agreement/>.

3. Intellectual Property and Proprietary Rights.

3.1 Invoka. As between the parties, all right, title, and interest in and to Invoka Properties shall remain in the full ownership of Invoka notwithstanding any other provision in this Agreement. Except as expressly set forth in this Agreement, Invoka does not convey any right, title, or interest in or to Invoka Properties or Invoka's Confidential Information.

3.2 Customer. As between the parties, Customer retains all its right, title, and interest in and to Customer's Confidential Information, including Customer Content, and all intellectual property and proprietary rights therein.

4. Ancillary Services; Third Party Products.

4.1 Professional Services. Invoka and Customer may enter into SOWs or Orders under this Agreement for the provision of Professional Services. If Invoka provides Professional Services to Customer, Customer's rights to access and use Customisations resulting from such Professional Services are subject to the limitations and restrictions set out in Section 1 (Services) of this Agreement.

4.2 Third Party Products. If Customer separately procures services, applications, or online content from a third party ("Third Party Products") for use with the Services, any such use is subject to the end-user license or use agreement that Customer accepts from or establishes with the third party. Third Party Products are not Services and, as between the parties, Invoka has no liability with respect to Customer's procurement or use of Third Party Products.

5. Fees and Payment.

5.1 Fees and Expenses. All Orders are non-cancelable and Service fees are non-refundable. Invoka will invoice online Service fees on an annual basis in advance. Online Service fees may also accrue during the Term based on Customer's provision of Users or their use of the online Services and will be invoiced according to the applicable Order and Documentation. Invoka will invoice Professional Service fees on a time and materials basis monthly in arrears or on a fixed-fee basis, as agreed by the parties in an Order. Customer will reimburse Invoka for reasonable, out-of-pocket expenses incurred by Invoka while providing Professional Services in accordance with Invoka's Travel and Expense Policy. Except as prohibited by law, Invoka may charge Customer a late fee of one and one-half percent (1.5%) per month on past due amounts and a recovery fee equal to the total expense attributable to engaging a third party to collect such past due amounts.

5.2 Payment. Unless otherwise agreed by the parties in writing, all amounts due under this Agreement or an Order will be paid by Customer in the agreed currency net thirty (30) days from the date of the invoice. Customer will remit payments by only electronic means, with a notation to applicable invoice numbers. Customer will promptly notify Invoka in writing of any changes to its billing information. Invoka reserves the right to correct any billing errors or mistakes that Invoka or the Software Vendor identifies in an invoice or

after a payment is received. Invoka may accept payment in any amount without prejudice to Invoka's right to recover the balance of the amount due under an Order or to pursue any other right or remedy. Amounts due to Invoka from Customer will not be withheld or offset against amounts due or alleged to be due to Customer from Invoka. If Customer requires a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve or excuse Customer from timely paying any amounts due hereunder.

5.3 Pricing. Invoka may increase the unit price for a Service's Renewal Term by issuing written notice to Customer prior to the start date of such Renewal Term. If the number of units of a Service purchased by Customer for the Renewal Term is equal to or greater than the total number of units purchased or otherwise provisioned or used during the Term, then Invoka must provide the unit price increase notice at least thirty (30) days prior to the start date of the Renewal Term. If a Service automatically renews under this Agreement, the annualised price for each unit of a Service for the Renewal Term will be the annualised price for such Service unit during the Term, as may be increased by notice issued by Invoka pursuant to this Section 5.3. Credits and promotional or one-time pricing for the Term do not apply to the Renewal Term.

5.4 Taxes. Other than income taxes imposed on Invoka, Customer will bear all taxes, duties, VAT, and all other governmental charges (collectively, "Taxes") resulting from this Agreement. If it is determined that payments due under this Agreement are subject to withholding Taxes, Customer shall notify Invoka prior to deducting any such Taxes. Customer shall: (a) only withhold amounts required under law; (b) make timely payment to the proper taxing authority of such withheld amount; and (c) provide Invoka with proof of such payment within thirty (30) days following that payment.

5.5 Affiliates. Customer's Affiliates may purchase Services under this Agreement by executing an Order or SOW. Each Order or SOW is a separate contract between Invoka and the Affiliate that executes it, and such Affiliate will be deemed "Customer" as used in this Agreement with respect to such Order or SOW.

6. Confidentiality.

6.1 Confidential Information. “Confidential Information” means all non-public, proprietary, business, technical, legal, or financial information disclosed or learned in connection with this Agreement that the Disclosing Party has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the Receiving Party would clearly understand it as confidential. Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to the Receiving Party; (b) information that becomes generally known to the public (other than through a breach of Section 6 (Confidentiality) by the Receiving Party) after disclosure to the Receiving Party; (c) information that was in the Receiving Party’s possession free of any obligation of confidentiality prior to disclosure by the Disclosing Party; (d) information that is rightfully received by the Receiving Party from a third party without any restriction on disclosure; or (e) information that was independently developed by the Receiving Party without reference to or use of Disclosing Party’s Confidential Information.

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

6.2 Use and Disclosure of Confidential Information. The Receiving Party: (a) will not use the Disclosing Party’s Confidential Information for any purpose except as permitted under this Agreement; (b) will not disclose, give access to, or distribute any of the Disclosing Party’s Confidential Information to any third party, except to the extent expressly authorised in this Agreement or a separate written agreement signed by the Disclosing Party; and (c) will take reasonable security precautions (which will be at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to safeguard the Disclosing Party’s Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to those of its employees, directors, Affiliates, advisors, agents, contractors, and other representatives (“Representatives”) who need to know such information in order to exercise their respective rights and obligations hereunder, on the condition that each such Representative is bound to protect the

Confidential Information by confidentiality obligations substantially as protective as those set out in this Agreement. The Receiving Party will be responsible for its Representatives' disclosure or use of the Disclosing Party's Confidential Information in violation of Section 6 (Confidentiality). The Receiving Party will promptly notify the Disclosing Party in writing upon discovery of any unauthorised disclosure or use of the Disclosing Party's Confidential Information, or any other breach of Section 6, by it or its Representatives. The Receiving Party's obligations set out in Section 6 will remain in effect during the Term and for three (3) years after termination of this Agreement. The disclosure of Confidential Information to the Receiving Party does not grant or convey any right of ownership of such Confidential Information.

6.3 Required Disclosures. The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided, however, the Receiving Party will (unless prohibited by law or legal process): (a) give the Disclosing Party prior written notice of such disclosure to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain a protective order or other legally available means of protection.

6.4 Return and Deletion. Upon written request by the Disclosing Party, the Receiving Party will, without undue delay: (a) either return or destroy all tangible documents and media in its possession or control that contain the Disclosing Party's Confidential Information; (b) delete electronically stored Confidential Information of the Disclosing Party in its possession or control; and (c) certify its compliance with this Section 6.4 in writing. Notwithstanding the foregoing: (x) the Receiving Party will not be obligated to render unrecoverable Confidential Information of the Disclosing Party that is contained in an archived computer system backup made in accordance with the Receiving Party's legal and financial compliance obligations or security and disaster recovery procedure; and (y) Invoka shall return and delete Customer Content as set out in Section 10.4 (Return and Deletion of Customer Content). Any such retained Confidential Information will remain subject to Section 6 (Confidentiality).

6.5 Remedies. The Receiving Party acknowledges that any actual or threatened breach of Section 6 (Confidentiality) may cause irreparable, non-monetary injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party is entitled to (but not required to) seek injunctive relief to prevent or mitigate any breaches of Section 6 with respect to the Disclosing Party's Confidential Information or any damages that may otherwise result from those breaches.

7. Representations and Warranties.

7.1 Authority and Compliance Warranty. Invoka represents and warrants that it has the necessary authority to enter into this Agreement. For the avoidance of doubt, Invoka shall not be responsible for Customer's compliance with any laws and regulations applicable to Customer and its industry.

7.2 No Warranty for Subscription Services. Invoka makes no representation and gives no warranty in relation to the Subscription Services and the Customer's recourse in respect of any defects or problems with the Subscription Services shall be against the Software Vendor only.

7.3 Limited Warranty for Professional Services. Invoka represents and warrants that the Professional Services will be provided in a competent and workmanlike manner in accordance with the Order or SOW, as applicable. Customer must notify Invoka in writing of any alleged failure to comply with this warranty within thirty (30) days following delivery of the Professional Services. Upon receipt of such notice, Invoka will either: (a) use commercially reasonable efforts to cure or correct the failure; or (b) terminate the Professional Services and issue a refund of prepaid fees covering the terminated portion of the Professional Services. This Section 7.3 sets out Customer's exclusive rights and remedies and Invoka's sole liability in connection with this warranty.

7.4 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, INVOKA MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVOKA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, NON-INFRINGEMENT, AND ACCURACY, AND INVOKA DOES NOT

WARRANT THAT THE SERVICES OR THIRD-PARTY APPLICATIONS AND SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

8. Indemnification.

8.1 By Invoka. Invoka will defend Customer and its respective officers, directors, and employees ("Customer Indemnified Parties") from and against any claims, demands, proceedings, investigations, or suits brought by a third party alleging that Customer's use of the Services or Customisations in accordance with this Agreement infringes any third party intellectual property rights (each, a "Claim Against Customer"). Invoka will indemnify Customer Indemnified Parties for any finally awarded damages or settlement amount approved by Invoka in writing to the extent arising from a Claim Against Customer, and any reasonable attorneys' fees of Customer associated with initially responding to a Claim Against Customer. Notwithstanding the foregoing, Invoka will have no obligation under this Section 8.1 to the extent any Claim Against Customer arises from: (a) Customer's use of the Services or Customisations in combination with technology or services not provided by Invoka, if the Services or Customisations or use thereof would not infringe without such combination; (b) Customer Content; (c) Invoka's compliance with designs, specifications, or instructions provided in writing by Customer if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use of the Services or Customisations by Customer after notice by Invoka to discontinue use. If Customer is enjoined or otherwise prohibited from using any of the Services or Customisations or a portion thereof based on a Claim Against Customer, then Invoka will, at Invoka's sole expense and option, either: (x) obtain for Customer the right to use the allegedly infringing portions of the Service or Customisations; (y) modify the allegedly infringing portion of the Service or Customisations so as to render it non-infringing without substantially diminishing or impairing its functionality; or (z) replace the allegedly infringing portions of the Service or Customisations with non-infringing items of substantially similar functionality. If Invoka determines that the foregoing remedies are not commercially reasonable or possible, then Invoka will terminate the applicable Order or SOW and issue a refund of prepaid fees covering the terminated portion of the applicable Service.

8.2 By Customer. To the extent permitted by applicable law, Customer will defend Invoka and Invoka's Affiliates providing the Services, and their respective officers, directors, and employees ("Invoka Indemnified Parties") from and against any claims, demands, proceedings, investigations, or suits brought by a third party arising out of Customer Content or Customer's use of the Services or Customisations in violation of applicable law (each, a "Claim Against Invoka"). Customer will indemnify Invoka Indemnified Parties for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim Against Invoka, and any reasonable attorneys' fees of Invoka associated with initially responding to a Claim Against Invoka.

8.3 Conditions. The indemnifying party's obligations under Section 8 (Indemnification) are contingent on the indemnified party: (a) providing timely written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim, on the condition that any settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party; and (c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. The indemnified party may participate in the defense of the claim at its sole cost and expense. Section 8 sets out the indemnifying party's sole liability to, and the indemnified party's exclusive remedy for, any type of claim or action described in Section 8.

9. Limitations of Liability.

TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF A PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY

CUSTOMER TO INVOKA UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 9 SHALL NOT APPLY TO LIABILITY OR OBLIGATIONS ARISING UNDER SECTIONS 1.2 (RESTRICTIONS) OR 8 (INDEMNIFICATION), INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S OBLIGATION TO PAY FOR SERVICES OR TAXES UNDER THIS AGREEMENT.

10. Term and Termination.

10.1 Term. Until terminated as set forth herein, this Agreement will remain in effect as long as an Order is in effect and an Order will remain in effect for the Term of the online Services or completion of the Professional Services under such Order. Except as otherwise expressly provided in an order or if a party provides the other party written notice of non-renewal at least thirty (30) days prior to the end date of the term, the total number of units purchased or otherwise provisioned or used during the term for each subscription service will automatically renew for successive one (1) year renewal terms under this agreement and the applicable order. For the avoidance of doubt, any purchase or provision of non-subscription or one-time Services will not automatically renew. For the avoidance of doubt, any purchases of non-subscription or one-time Services made via an Order will not automatically renew. Each SOW will remain in effect for the period specified therein. If no period is specified, the SOW will terminate once the Professional Services set out in the SOW have been completed.

10.2 Termination. Either party may terminate this Agreement in its entirety: (a) on thirty (30) days' prior written notice to the other party if at the time of such notice there are no Orders in effect; or (b) by written notice to the other party if the other party breaches any material obligation (except with respect to Professional Services) under this Agreement or an Order and does not cure such breach within thirty (30) days after receiving notice of the breach. Either party may terminate a Professional Service by written notice to the other party if the other party breaches any material obligation related to the

Professional Services and does not cure such breach within thirty (30) days after receiving notice of the breach.

10.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all Services and Orders under this Agreement will terminate; and (b) all rights and obligations of the parties hereunder will cease, except as set forth in Section 10.6 (Survival). If Customer terminates this Agreement or a Service for Invoka's or Software Vendor's uncured breach pursuant to Section 10.2 (Termination), Invoka will issue a refund of prepaid fees covering the terminated portion of each Services' respective Term. If Invoka terminates this Agreement or a Service for Customer's uncured breach pursuant to Section 10.2, Customer will pay any outstanding amounts payable under this Agreement for the Term applicable to any terminated Service. Professional Services specific to an online Service will terminate upon the termination of such online Service and Customer will pay for Professional Services rendered through, or payable as of, the effective date of such termination.

10.4 Return and Deletion of Customer Content. At any time during the Term, Customer may download a backup copy of Customer Content (with file attachments in their native formats and all other Customer Content in an industry standard export format) from an online Service by using a self-service feature, or may request such backup copy by written notice to Invoka if such feature is not available. Upon Customer's written request at the time of termination or expiration of any Term, Customer's SysAdmin will be allowed read-only access to an online Service for thirty (30) days following such date of termination or expiration for the sole purpose of downloading a backup copy of Customer Content. Within one hundred eighty (180) days following termination or expiration of any Term, Invoka will delete and render Customer Content unrecoverable and, upon Customer's written request, certify such process in writing. Notwithstanding the foregoing, Invoka may retain copies of Customer Content as part of records, documents, or broader data sets in accordance with Invoka's legal and financial compliance obligations, on the condition that Invoka continues to comply with all the requirements of the Agreement in relation to any such retained Customer Content.

10.5 Suspension. Invoka may suspend Customer's access to any Service immediately if: (a) Customer fails to make a payment for more than fifteen (15) days following its due date; or (b) Customer has, or Invoka reasonably suspects based on documented evidence that

Customer has, breached Section 1.2 (Restrictions) or misappropriated or infringed Invoka's intellectual property or proprietary rights.

10.6 Survival. The following Sections will survive termination or expiration of this Agreement: 2.2 (Processing); 3 (Intellectual Property and Proprietary Rights); 5.1 (Fees); 5.2 (Payment); 6 (Confidentiality); 8 (Indemnification); 9 (Limitations of Liability); 10.4 (Return and Deletion of Customer Content); 10.6 (Survival); and, to the extent necessary to effectuate the foregoing, 11 (General).

11. Non-solicitation

11.1 During the term of this agreement and for a period of 12 months after termination Customer shall not solicit, entice, employ, seek to employ, offer or procure or facilitate the making of any such offer by any other person, any person who was an officer of, or employed by Invoka. Invoka shall be entitled to terminate this Agreement immediately if Customer breaches this clause and shall be entitled to retain all sums paid by Customer to the date of termination.

12. General.

12.1 Insurance. Invoka will procure and maintain at its expense commercially reasonable insurance coverage during the Term, evidenced by Invoka's certificate of insurance, which is available on the Site.

12.2 Publicity. Unless Customer has notified Invoka to the contrary in writing (including via email), Invoka may disclose Customer as a customer of Invoka or the named Services used by Customer or may use Customer's name and logo on the Site or in Invoka's promotional materials.

12.3 Export Compliance. Each party shall comply with applicable export controls administered by the member states of the European Union, the United States government, and other foreign jurisdictions (collectively, "Export Control Regulations"). Without limiting the foregoing: (a) Customer acknowledges that the Services, Documentation, and Customisations may be subject to Export Control Regulations; (b) Customer will not permit Users to access or use any Service, Documentation, or Customisation in violation of any applicable embargo restrictions; and (c) Customer is responsible for complying with Export Control Regulations and any other local laws

and regulations which may impact Customer's right to export, access, or use the Services, Documentation, and Customisations.

12.4 Notices. Except where this Agreement permits notice via email, all notices provided by a party under this Agreement must be in writing and sent via internationally recognised delivery service. Notices sent via email will be deemed given one (1) business day after being sent, and notices sent via any other authorised delivery method will be deemed given five (5) business days after being sent. Notices must be addressed as follows: if to Invoka, and for notices permitted to be sent via email, to finance@invokaconsulting.com; and, if to Customer, Attn: Legal at the billing address on record with Invoka that was provided by Customer, and for notices permitted to be sent via email, to Customer's then-current SysAdmin(s) email address.

12.5 Assignment. Either party may assign this Agreement and any Orders or SOWs in connection with a merger or similar transaction or to a company acquiring substantially all of its assets, equity, or business, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement or any Orders or SOWs to a third party without the advance written consent of the other party. Subject to the foregoing and notwithstanding any prohibitions on transferability under this Agreement, the assigning party shall notice the non-assigning party of any permitted assignment and this Agreement and any Orders or SOWs will bind and inure to the benefit of the parties, their successors, and their permitted assigns.

12.6 Force Majeure. A party is not liable for delay or default under this Agreement if such delay or default is caused by conditions beyond its reasonable control, and the party suffering from any such conditions uses reasonable efforts to mitigate against the effects of such conditions.

12.7 Amendment; Waiver. Unless otherwise expressly stated herein, this Agreement and any Orders or SOWs may be modified only by a written agreement executed by an authorised representative of each party. The waiver of any breach of this Agreement or of any Order or SOW will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.

12.8 Enforceability. If any provision of this Agreement or any Order or SOW is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this Agreement or the relevant

Order or SOW is to remain in effect as written. Notwithstanding the foregoing, if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement or any Order or SOW, the entire Agreement or the relevant Order or SOW will be considered null and void.

12.9 Governing Law. This Agreement and any Orders and SOWs are governed by the laws of England and Wales, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the courts located in England and Wales for any dispute arising out of this Agreement or any Orders or SOWs.

12.10 Entire Agreement; Conflict. This Agreement, together with the Policies and, if applicable, any Orders and SOWs represent the entire agreement between Invoka and Customer with respect to the Services. In the event of any conflict between this Agreement and any Order or SOW, this Agreement will govern and control unless the Order or SOW expressly and specifically overrides terms or conditions of this Agreement. With respect to any Services, terms and conditions included in the following items, whether submitted or executed before or after the Term start date, are null and void: (a) a Customer purchase order or similar document; (b) a Customer vendor registration form or online portal; and (c) any other contemporaneous or prior agreements or commitments regarding the Services or the other subject matter of this Agreement. Any non-English translation of this Agreement is provided for convenience only and in the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

12.11 Revisions. Invoka reserves the right to revise this Agreement by posting a revised version on the Site, which will be effective five (5) days after posting. Continued use of the Services after the effective date of revision will constitute Customer's acceptance of the revised Agreement. If Customer objects to the revisions, Customer may terminate any Orders governed by this Agreement by providing written notice to Invoka prior to the effective date of revision, and Customer will remain obligated to pay amounts due to Invoka under such Orders without a refund of prepaid fees. Customer's termination will be effective upon Invoka's written acknowledgement of such termination, and in no event later than thirty (30) days from Invoka's receipt of Customer's termination notice.

13. Definitions. Capitalised terms used but not otherwise defined in this Agreement have the following meanings:

"Affiliate" means any person or entity that owns or controls, is owned or controlled by, or is under common control or ownership with, a party to this Agreement, where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

"Customer" means any individual or legal entity for which Invoka is providing a service, as well as its principals, agents and/or representatives. Services include, but are not limited to, professional services, advisory, training, implementation, software procurement.

"Customer Content" means any data, file attachments, text, images, reports, personal information, or other content that is uploaded or submitted to the online Services by Customer or Users and is processed by Invoka on behalf of Customer. For the avoidance of doubt, Customer Content does not include usage, statistical, learned, or technical information that does not reveal the actual contents of Customer Content.

"Customisations" means all software, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written, or created by Invoka's personnel in connection with Professional Services under an Order or SOW.

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party.

"Documentation" means documentation provided by Invoka on the Site that is uniformly available and applicable to all Invoka customers and relates to the operation and use of the Services, including user manuals, operating instructions, help articles, and release notes, each as updated by Invoka from time to time.

"Invoka Properties" means Services, Documentation, and Customisations, and all Invoka technology, software, data, methodologies, improvements, and documentation used to provide or made available in connection with Services, Documentation, and Customisations, and all intellectual property and proprietary rights in and to the foregoing.

"Order" means an executed ordering document or online order issued or otherwise approved in writing by Invoka that incorporates this Agreement by reference and specifies the Services that Customer is authorised to access and use.

"Partner App" means a service or application developed and owned by a third party for which Customer purchases a license from Invoka under an Order and is made available to Customer exclusively in accordance with the terms and conditions of the end-user license agreements

accompanying them, except that the payment provisions of this Agreement will apply.

"Policies" means the Limits Policy, Acceptable Use Policy, and Travel and Expense Policy, each as available at www.invokaconsulting.com and updated by Invoka from time to time.

"Professional Services" means implementation, configuration, integration, training, advisory, and other professional services..

"Receiving Party" means the party receiving or accessing Confidential Information of the Disclosing Party.

"Services" means the Subscription Services and any other online service or application provided or controlled by Invoka for use with the Subscription Services.

"Site" means Invoka's website www.invokaconsulting.com and any website linked from such website that is owned or controlled by Invoka.

"Software Vendor" means any third-party entity or organisation that develops, licenses, or provides software products, applications, or platforms, including any related services such as maintenance, support, or updates, that are integrated with or utilised by the Company in the delivery of its services to the Client.

"SOW" means an executed statement of work or similar document issued or otherwise approved in writing by Invoka that incorporates this Agreement by reference and specifies the scope of the Professional Services for Customer.

"Subscription Services" means the subscription-based online services and applications that are provisioned or controlled by the Software Vendor.

"SysAdmin" means a User with certain administrative control rights over Customer's online Services.

"Term" means the period of authorised access and use of a Service specified in an Order.

"User" means any individual permitted or invited by Customer or another User to access and use online Services available to Customer under an Order and the terms of this Agreement.

Subprocessors

Invoka Consulting uses the below services in the provision of services:

- Google Workspace, Cloud infrastructure service provider, EU

- Xero, Cloud financial service provider, United States
- Zoom, Cloud communications provider, United States
- LucidChart, Cloud software provider, United States
- Microsoft O365, Cloud infrastructure provider, EU
- Stripe, payments provider, EU
- GoCardless, payments provider, United States
- OpenAI, AI processing services, United States & EU

