

Contracting Party Name (Number)	
Contracting Party's Registered Address	
Effective Date	

THIS MASTER SERVICES AGREEMENT, together with all Service Addenda, Service Order(s) and exhibits attached hereto and incorporated herein from time to time (collectively, "Agreement"), is entered into by and between Insightful Technology Limited, a company incorporated in England and Wales with registered number 08881788 and whose registered office is at No2 Royal Exchange, 1st Floor, London EC3V 3LL (hereinafter, "Insightful") and the Contracting Party (collectively the "Parties" and individually a "Party").

1. Services; Additional Services; Service Level Agreement.

A. **Services; Service Level Agreement.** Insightful, through itself and/or any of its affiliates, agrees to provide Customer the services ("Service" or "Service(s)") in accordance with this Agreement. For purposes of this Agreement, "Service Addendum" shall refer to the specific terms and conditions and any applicable service level agreement ("SLA") attached thereto that applies to the Service(s) purchased by Customer. "Service Order" shall collectively refer to any service order(s), authorisation form(s) or order form(s) that describes and sets forth the pricing for the Service(s) purchased by Customer. The parties acknowledge that Insightful's obligation to provide the Service(s) is subject to its having obtained all of the requisite licenses and consents related thereto, and Insightful represents and warrants that it shall secure and maintain the licenses and consents necessary to provide the Service(s) and will take commercially reasonable steps to secure and maintain replacement licenses and/or consents should any existing licenses and/or concerns lapse, expire, or be canceled/terminated prior to ceasing to provide any Service(s).

B. **Additional Services.** From time to time, Customer may order additional Service(s) by executing a Service Order, and, if necessary a Service Addendum. In addition, any service requested by Customer and performed by Insightful beyond that explicitly described in the applicable Service Addenda or Service Order(s) shall be at an additional cost, and Customer shall reimburse Insightful for such additional costs incurred. The rates and description for such additional services, if any, are attached to the applicable Service Addendum, or shall be mutually agreed upon by the parties in a separate agreement.

2. **Term.** The term of the Agreement shall commence on the Effective Date and shall continue thereafter until the expiration of the last expiring Service term, unless earlier terminated in accordance with this Agreement ("Agreement Term"). Notwithstanding any other provision of this Agreement, the initial term for each Service will be **3 years which will automatically renew for one or more renewal terms of 3 years**, unless a cancellation notification is received no later than 180 days prior to the end of the prevailing term. Insightful reserves the right to change its rates or the SLA during any renewal term by notifying the Customer at least sixty (60) days in advance of the renewal term of such rate or SLA change.

3. **Billing; Payment.** Billing for each Service shall commence on the Billing Commencement Date or Service Commencement Date, as defined in the applicable Service Addendum. Unless otherwise stated within a Service Addendum all payments are due within thirty (30) days after the date of the invoice(s). All payments required by this Agreement are exclusive of any UK governmental excise, sales or value-added taxes or levies. Customer will be

deemed to be in default hereunder if payment is not received within thirty (30) days after the date of such invoice(s) and, in addition to its other remedies, Insightful may charge Customer interest equal to 2% above Barclays base rate per month on any undisputed amount past due. In the event Insightful is unable to deliver the Service(s) due to any reason, issue or delay caused either directly or indirectly by the Customer or its agents, such Service(s) shall be deemed delivered and Insightful shall commence billing when Insightful is ready to deliver such Service(s), but only if Insightful provided Customer with written notice which details the reasons for the non-delivery of the Service(s) and Customer fails to cure the reason, issue or delay caused directly or indirectly by Customer or its agents within thirty (30) days after receipt of such notice.

4. Compliance with Laws and Acceptable Use.

- A. Insightful' network and Service(s) may only be used in accordance with the Agreement. Customer and its customers and end-users will comply at all times with all applicable laws and regulations, Insightful' operating procedures, and Insightful' Acceptable Use Policy a copy of which is available on request. Likewise, in connection with this Agreement, Insightful shall comply with all applicable laws and regulations, and with all of Customer's security protocols and requirements that are disclosed in writing to Insightful by Customer. Insightful reserves the right to monitor Customer's activity for internal network utilization and reliability purposes. Insightful' utilisation and reliability monitoring does not include examination of Customer data unless (i) such examination is deemed necessary to troubleshoot a Customer issue, and the Customer consents to such examination; or (ii) such examination is pursuant to any judicial order, search warrant, or statutory requirement, in which event Insightful shall provide notice thereof to Customer, to the extent that the judicial order, search warrant, or statutory requirement permits said notice. Any monitoring by Insightful is subject to the confidentiality provision set forth in this Agreement. Customer acknowledges that Insightful exercises no control whatsoever over the content (any and all content of Customer or Customer's end users and/or customers, including but not limited to data, text, multimedia images (e.g. graphics, audio and video files), software, applications, or other materials, or any content shared or processed on equipment under the control of Insightful on behalf of Customer (collectively "Content"), and that it is the sole responsibility of Customer to ensure that the information and Content it and its end-users and/or customers transmit, receive, or use complies with the Acceptable Use Policy (AUP) and all applicable laws and regulations.
- B. Customer shall not use the Service(s) in a fraudulent manner or in a manner that violates the AUP or any applicable law or regulation, or otherwise knowingly exposes Insightful to legal liability, whether this use is by Customer or any other entity or person using the Service(s) and whether or not this use is authorised or consented to by Customer (each such circumstance, "Service Misuse"). This includes, but is not limited to, using material in violation of a copyright, material determined by a court of competent jurisdiction to be threatening or obscene, material protected by applicable trade secret law or material that is otherwise deemed to be proprietary or judged by Insightful to be inappropriate or improper and that is not removed or otherwise amended or corrected by Customer upon written notice from Insightful, such as unsolicited commercial e-mail messages.
- C. Insightful may suspend or block access to a Service or all Services (each such circumstance, a "Service Suspension") without notice for any of the following reasons: (a) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action; or (b) Service Misuse. Customer shall not be relieved of its payment obligations hereunder during any period of Service Suspension. Notwithstanding the above, Insightful shall attempt where reasonably practicable to notify the Customer of such Service Suspension in advance and provide Customer with an opportunity to cure the condition(s) giving rise to the Service Suspension, when applicable.

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- D. Notwithstanding Section 4(C) above, Insightful reserves the right to immediately terminate the Services or Agreement in the event that Insightful becomes aware that Customer, or other persons making use of Customer's Services are in breach of this Section.

5. **LIMITED WARRANTY & DISCLAIMERS OF WARRANTY.**

- A. INSIGHTFUL WARRANTS THAT THE SERVICE(S), SOFTWARE, AND/OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT WILL BE SUBSTANTIALLY PERFORMED, AND WILL SUBSTANTIALLY PERFORM, IN ACCORDANCE WITH THE DOCUMENTATION AND SPECIFICATIONS CONTAINED HEREIN AND ANY RELATED DOCUMENTATION, AND SERVICES WILL BE PERFORMED IN A WORKMAN LIKE MANNER CONSISTENT WITH THE STANDARDS AND GENERAL CUSTOMS AND PRACTICES IN THE INDUSTRY. INSIGHTFUL ALSO WARRANTS THAT THE SERVICES, SOFTWARE, AND EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT DO NOT AND SHALL NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY. OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, INSIGHTFUL MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICE(S), SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SERVICE(S), SOFTWARE OR EQUIPMENT. OTHER THAN AS PROVIDED HEREIN, INSIGHTFUL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, , AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USE OF ANY INFORMATION OBTAINED THROUGH THE USE OF INSIGHTFUL'S NETWORK IS AT CUSTOMER'S OWN RISK. INSIGHTFUL SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE(S).
- B. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY INSIGHTFUL TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER'S ACCOUNT HAS A PAST DUE BALANCE OR THE CUSTOMER IS OTHERWISE IN BREACH OF THE AGREEMENT. INSIGHTFUL, ITS SERVICE PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICE.
- C. INSIGHTFUL DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY DATA, PRODUCTS, OR SERVICE(S) CONTROLLED BY THIRD PARTIES (OTHER THAN AGENTS OR SUBCONTRACTORS OF INSIGHTFUL WITH WHICH INSIGHTFUL HAS A WRITTEN CONTRACTUAL RELATIONSHIP ("THIRD PARTIES")). AT TIMES ACTION OR INACTION BY THIRD PARTIES CAN IMPAIR OR DISRUPT INSIGHTFUL' SERVICE(S). INSIGHTFUL MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE DATA, PRODUCTS, OR SERVICE(S) CONTROLLED BY ANY THIRD PARTY, INCLUDING THE PROVIDERS OF TELECOMMUNICATIONS OR NETWORK PRODUCTS OR SERVICES. SUCH DATA, PRODUCTS, AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND INSIGHTFUL, ITS SERVICE PROVIDERS AND SUPPLIERS EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION, OR OTHER FAILURE. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICE(S) DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF INSIGHTFUL, SUCH AS A FAILURE OF TELECOMMUNICATIONS OR NETWORK SYSTEMS NOT CONTROLLED

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BY INSIGHTFUL, SHALL NOT BE CONSIDERED A SERVICE OUTAGE OR SERVICE DEFICIENCY FOR PURPOSES OF ANY REMEDY PROVIDED IN AN APPLICABLE SLA.

6. Default.

- A. **Termination by Insightful.** Insightful may terminate this Agreement immediately upon notice upon Material Default by Customer. "Material Default" includes (a) the failure by Customer to (i) pay any undisputed amounts when due; (ii) comply with Section 4 Compliance with Laws and Acceptable Use; or (iii) perform any material obligation under this Agreement which failure is not remedied within thirty (30) days after receipt of written notice from Insightful (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply); or (b) Insolvency (as hereinafter defined). If Insightful terminates this Agreement for Material Default by Customer, all of the following shall be immediately due and payable by Customer: (a) the cumulative total of the balance of all monthly charges remaining on this Agreement through the end of the applicable Service Term(s); and (b) any charges accrued but unpaid as of the effective date of termination. Customer acknowledges that the amounts payable pursuant to the preceding sentence are equitable compensation to Insightful and are intended to reasonably compensate Insightful for the losses which are occasioned by Customer's failure to honour Customer's obligations hereunder. As used herein, "Insolvency" shall refer to any one of the following events: (i) Customer files a voluntary petition in bankruptcy or an involuntary petition is filed against Customer; (ii) Customer is adjudged bankrupt or goes into liquidation; (iii) Customer becomes subject to an administration order; (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of Customer; (v) Customer becomes insolvent or suspends, or threatens to suspend, business; or (vi) Customer makes an assignment of its assets for the benefit of its creditors. Termination by Insightful shall not preclude Insightful from pursuing any other rights or remedies available to it, at law or in equity.
- B. **Cancellation Charges.** In the event Customer terminates a Service prior to the delivery of or deemed delivery of such Service other than for Material Default by Insightful under this Agreement Customer shall owe Insightful a pre-delivery cancellation fee, if any, as set forth in the applicable Service Addendum. Customer shall be liable for the termination charges set forth in Section 6(A) or the applicable Service Addendum, whichever is greater, if Customer cancels any Service after the delivery of or deemed delivery of such Service by Insightful other than for Material Default by Insightful under this Agreement.
- C. **Termination by Customer.** Customer may terminate this Agreement immediately upon notice upon material default by Insightful. "Material Default" means: (a) the failure by Insightful to perform any material obligation under this Agreement which failure is not remedied within thirty (30) days after receipt of written notice from the Customer (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply); (b) material default as specified in an SLA; (c) any failure by Insightful to comply with any obligation under Section 4 of this Agreement; or (d) Insolvency (as defined in Section 6(A) above, with the term "Insightful" replacing the term "Customer" mutatis mutandis). For the avoidance of doubt, except as specified in an SLA, "Material Default" shall not include incidents of service outage, interruption or deficiency of service(s) or failure by Insightful to meet the terms of an applicable SLA, the remedies for which shall be those provided in the SLA. If the Customer terminates this Agreement for Insightful' Material Default, then Insightful's liability if any shall be governed by the provisions of Section 11 below. Termination by the Customer shall not preclude the Customer from pursuing any other rights or remedies available to it, at law or in equity. Upon any termination or expiration of this Agreement, Insightful shall, without charge to Customer except for any exporting of customer data as requested by Customer, which shall be done at the data extraction rates set forth in this Agreement, ensure that all Customer Data (as defined in the SLA MS-Teams Recording Service) can be accessed by Customer for not less than thirty (30) days and shall

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reasonably assist Customer in extracting and migrating the Customer Data in a format reasonably specified by Customer.

7. **Maintenance.** Routine maintenance and periodic system repairs, upgrades, and reconfigurations may result in temporary impairment or interruption in Service(s). As a result, Insightful does not guarantee continuous or uninterrupted Service(s) and reserves the right from time to time to temporarily reduce or suspend Service(s) without notice in accordance with and subject to the terms and conditions of the applicable SLA.
8. **Indemnification.** Customer shall indemnify, defend and hold Insightful, its affiliates, officers, directors, licensees, licensors, and vendors harmless from any and all third-party claims, losses, damages and expenses, including, without limitation, reasonable attorney's fees and court costs, or liabilities, but only to the extent arising from or related to (i) Service Misuse or a violation of any other provision of this Agreement by Customer; (ii) any claim of infringement of any intellectual property or other proprietary interest based on information or content provided to Insightful by Customer; and/or (iv) any negligent or otherwise illegal acts or omissions of Customer, its officers, directors, employees, agents, contractors, invitees, licensees, visitors, and/or customer/end-users. For the avoidance of doubt, the limitations and exceptions set out at Section 11 below shall not apply to this Section 8.

Insightful shall indemnify, defend and hold Customer, its affiliates, officers, directors, licensees, licensors, employees, agents, and vendors harmless from any and all third-party claims, losses, damages and expenses, including, without limitation, reasonable attorney's fees and court costs, or liabilities but only to the extent arising from or related to (i) a violation of any provision of this Agreement by Insightful, including, but not limited to Insightful's obligations under Section 19 (Privacy and Data Security); (ii) any claim of infringement of any intellectual property or other proprietary interest related to the Service(s) unless such claim is caused directly by Customer's use of the Service(s); and/or (iii) any negligent or otherwise illegal acts or omissions of Insightful, its officers, directors, employees, agents, contractors, invitees, licensees, visitors, and/or customers/end-users. For the avoidance of doubt, the limitations and exceptions set out at Section 11 below shall not apply to this Section 8.

A party seeking indemnification (an "Indemnified Party") shall give prompt notice to the other party (the "Indemnifying Party") of any claim for indemnification arising under this Section 8. The Indemnifying Party shall have the right to assume and to control the defense of any such claim with counsel reasonably acceptable to the Indemnified Party, at the Indemnifying Party's own cost and expense, including the cost and expense of reasonable attorney's fees and disbursements in connection with such defense. In the event the Indemnifying Party assumes such control and defense, the Indemnifying Party shall not be obligated to pay the fees and disbursements of separate counsel for the Indemnified Party in such action. No settlement of any such claim or payment in connection with any such settlement shall be made without the prior consent of the Indemnified Party, which consent shall not be unreasonably withheld.

9. **Governing Law.** This Agreement shall not become binding on either party until this Agreement has been executed by an officer of Insightful and a duly authorized representative of Customer. This Agreement shall be interpreted under the laws of the State of Michigan and applicable laws of the United States.
10. **Assignment.** Neither party may assign this Agreement or any portion hereof without the other party's prior written consent, which consent shall not be unreasonably withheld, provided that Insightful may assign this Agreement or a portion thereof without such consent

(i) in the event of a merger in which Insightful is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any party that controls, is controlled by or is in common control with such party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Limitation on Liability.

- A. IN NO EVENT (EXCEPT AS SET OUT IN SECTION 8) SHALL EITHER PARTY, ITS AFFILIATES, SERVICE PROVIDERS, SUPPLIERS, OFFICIALS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED ARISING FROM OR RELATED TO THE SERVICE(S) OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SERVICE PROVIDERS, SUPPLIERS AND AGENTS TO THE OTHER PARTY AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY THE PARTY MAKING AN ASSERTION OF LIABILITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY INSIGHTFUL FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. IN THE CASE OF CLAIMS ARISING WITHIN TWELVE MONTHS OF THE EFFECTIVE DATE OF THIS AGREEMENT, THE LIMITATION OF LIABILITY SHALL BE CALCULATED BY TAKING THE FIRST MONTHLY INVOICE VALUE PAID BY CUSTOMER AND MULTIPLYING SUCH AMOUNT BY TWELVE.

The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by Insightful. For certain Service(s), Insightful licenses certain software from third parties for use with such Service(s). The liability of such third party suppliers for damages, whether direct, indirect, incidental, special, or consequential arising from use of the software and hardware, shall be disclaimed and limited to the maximum extent permitted by law.

- B. Customer acknowledges and agrees that in no event shall Insightful be liable for any damages, whether in contract or tort, including, but not limited to, direct, consequential (including without limitation loss of profits), cost of substitute goods, special, incidental and indirect damages, arising out of compliance or reasonable attempts to: (i) comply with the United States Copyright Act, or (ii) satisfy requirements of the UK Data Protection Act 1998, including, but not limited to any actions by Insightful that result in a disruption or suspension of the Service(s).
- C. The parties acknowledge that the limitations referenced in this section are material terms to this Agreement. Customer acknowledges that Insightful has set its prices, and other charges in reliance on the foregoing limitations of liability, which form an essential basis of the bargain between the parties.

12. Confidential Information.

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- A. Unless required to release by a law or court or government order, in which case the disclosing party will give as much notice as reasonably possible unless such order explicitly restricts such notification, or unless such information is already publicly available, neither party shall disclose to any third party any of the terms and conditions of this Agreement nor any non-public information belonging to the other party (collectively "Confidential Information") without the prior written consent of the other party hereto. Notwithstanding the foregoing, each party may disclose Confidential Information to its subcontractors on a need to know basis provided that the subcontractors have executed a reasonably protective non-disclosure agreement with the disclosing party and the disclosing party is responsible to the other party for the actions of its subcontractors as if the actions and omissions of the subcontractors were those of the disclosing party itself. Insightful shall not use Confidential Information for any purpose, except as necessary to carry out its duties and responsibilities under this Agreement or as required by law.
- B. In performing its duties under this Agreement, Insightful may receive or have access to, from or through Customer, personal data. Insightful shall not disclose or use the personal data for any reason other than as necessary to carry out its duties and responsibilities under this Agreement or as required by law.
- C. In the event the receiving party commits a breach of, or threatens to commit a breach of, this Section 12, the disclosing party shall have the right to seek injunctive relief as may be ordered or awarded by a court of competent jurisdiction.
13. **Modification.** Except for additional Service(s) to be ordered by a Service Order and/or Service Addendum, this Agreement may be modified only by a written instrument executed by both parties.
14. **Notices.** Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the U.S. Mail or United Kingdom mail (registered or certified mail), return receipt requested, with adequate postage affixed, or delivered to a national overnight courier service or if via email 4 business hours after being sent and addressed to the persons set forth herein. Notice for monetary default may be sent by e-mail, facsimile, or other written format.

To Insightful:

**Insightful Technology Limited
No2 Royal Exchange
London
EC3V 3LL**

Attn: **Alan Stewart, Chief Operating Officer**
eMail: alan.stewart@insightfultechnology.com

To Customer:

Name	
Address	

15. **Ownership of Intellectual Property.**

- A. Unless otherwise expressly set forth in this Service Agreement, the parties do not, directly or by implication, by estoppel or otherwise, grant to each other any rights or licenses, and neither party shall have any ownership rights in any intellectual or tangible property of the other.

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B. Insightful shall not obtain any right, title, and/or interest in the content provided by Customer or its customers or end users and installed on, stored or processed through Insightful' hardware and software, and, as between Insightful and Customer, Customer shall retain title to and all rights and/or interest in such content.

C. Insightful shall retain title to and all rights in all intellectual property provided by Insightful, including, but not limited to, any know-how related to the Managed Service, Insightful Provided Equipment, software or any other server technology. Customer understands that delivery of the Managed Service may involve use of software owned by Insightful or third parties under license agreements with Insightful. Customer agrees to abide by the following terms governing use of such software:

- (i) Customer shall not cause or permit reverse engineering, disassembly or de-compilation of any software provided by Insightful, or use such software outside the scope of this Service Addendum;
- (ii) Title to software provided by Insightful shall not pass to the Customer;
- (iii) Customer may use the software only in object code form;
- (iv) Upon termination of this Managed Service Agreement, Customer shall cease using the software, and any copies of software provided to such Customer, if any, are to be either completely removed from the Customer's computing devices or otherwise rendered unusable;
- (v) Customer understands that in the event that Customer violates the intellectual property rights of any third party supplier of software, such software supplier shall have the right to enforce its intellectual property rights with respect to the software directly against the Customer;
- (vi) Customer and its customers and end users may access the software only in connection with use of the Managed Service and Customer's business operations, and software may not be re-licensed, rented, leased, or used for time sharing or service bureau users by Customer.

16. **Force Majeure.** Except for the obligation to make payments for Service(s) rendered, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to the following:- acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, acts of government, failure of the Internet, terrorist acts, failure of third party(ies), utility power failure, pandemic, epidemic, or failure of communication lines.

17. **Severability.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

18. **Waiver.** Failure to insist upon or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

19. **Data Security and Privacy**

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- A. Insightful represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations and the California Consumer Privacy Act ("CCPA"), if applicable, (ii) its privacy notice, and (iii) best-in-class industry standards, and shall only collect, store, transfer and use Customer Data if, and to the extent, required to perform services pursuant to the Agreement and only in accordance with the Agreement. In the event the CCPA is applicable to the provision of services under this Agreement, Insightful acknowledges and agrees that it is a service provider as defined under the CCPA.
- B. Insightful shall maintain a documented, approved and implemented information security management program in accordance with best-in-class industry standard practices that include administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.
- C. When working with Customer Data, Insightful shall maintain the following:
- (i) Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and applicable law;
 - (ii) Require background checks (including criminal) on its workforce;
 - (iii) Implement reasonably appropriate security and privacy awareness training for all members of its workforce on at least an annual basis;
 - (iv) Transfer and store Customer Data in an encrypted/secure manner;
 - (v) Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
 - (vi) Implement reasonably appropriate technical safeguards to protect Customer Data, including, but not limited to, firewalls, intrusions detection systems, logging and monitoring systems, access control systems, encryption, and remote backups;
 - (vii) Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.
 - (viii) Reasonably timely de-provisioning, revocation or modification of user access to Insightful's systems, information assets and Customer Data shall be implemented by Insightful upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in Service delivery.
 - (ix) Maintain procedures for data retention and storage, and backup/redundancy mechanisms. Insightful will test the recovery of backups at planned intervals
 - (x) Implement reasonable physical safeguards to restrict physical access to Customer Data, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and Insightful's relevant information systems;
- D. Insightful will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by Insightful.

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- E. Customer may also request a comprehensive due diligence package no more than once annually, which shall include a completed industry standard security and privacy due diligence questionnaire and other information on information security, privacy and compliance.
- F. Insightful shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.
- G. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.
- H. Security mechanisms and redundancies shall be implemented by Insightful to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
- I. Telecommunications equipment, cabling and relays transferring data or supporting Services shall be reasonably protected by Insightful from interception or damage and designed with redundancies, alternative power source and alternative routing.
- J. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.
- K. Insightful shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

20. Data Breach. Insightful will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. Insightful shall notify Customer immediately of a Security Incident (as defined below) upon becoming aware of a Security Incident involving Customer Data. A "Security Incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. Such notice shall include, at minimum, the following information: a) a list of the types of information and/or records reasonably believed to have been the subject of the breach; b) if the information is known, the date of the breach or the estimated date or date range of the breach; and c) a general description of the breach including its cause and the remedial measures taken to mitigate and restore the security of Insightful's computer systems. Insightful shall inform Customer about Security Incident response activities in reasonable intervals, not to exceed once per week, until the Security Incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such Security Incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.

21. Miscellaneous.

- A. Insightful reserves the right to terminate the Agreement or any affected Service Addendum upon notice to Customer in the event that (i) Insightful cannot maintain, despite reasonable efforts to do so, its regulatory approval necessary to provide the Service(s) and/or enter into this Agreement; and (ii) Insightful' underlying vendor is unable or unwilling to provide some or all of the Service(s) required for Insightful to continue this Agreement.
- B. The following provisions will survive any expiration or termination of this Agreement: Indemnification; Ownership of Intellectual Property; Confidential Information; Disclaimers of Warranties; Limitation on Liability; Governing Law; Payment; and Miscellaneous.

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20. **Third Party Beneficiaries.** The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party, including without limitation, Customer's end users.
21. **Publicity.** Neither party shall use, in advertising or publicity or in any way related to this Agreement or the subject matter hereof, the name of the other party, its affiliates or any of its directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo or symbol of the other party or its affiliates, except with the express prior written consent of the other party.
22. **Entirety.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.
23. **Signatures.**

Insightful Technology LIMITED

Customer

By: _____

By: _____

Print Name: Alan Stewart

Print Name:

Title: Chief Operating Officer

Title:

Date:

Date:

APPENDIX A – SOTERIA COMPLIANT MANAGED CLOUD SERVICE ADDENDUM

THIS SERVICE ADDENDUM, is entered into by and between Insightful Technology Limited, a company incorporated in England and Wales with registered number 08881788 and whose registered office is at No2 Royal Exchange, 1st Floor, London EC3V 3LL (hereinafter, "Insightful") and the Customer (collectively the "Parties" and individually a "Party").

1. **Service Name:** Soteria Compliant Managed Cloud Service
2. **Service Description:** Provision and management of the Soteria Compliant Managed Cloud Service with functional components as described in the Order Form in Appendix C of this agreement.

This includes operational management of the Service and its underpinning infrastructure to ensure that it is functional and available for use by users at a level of service no less than as defined in the Service Level Agreement ("SLA") in this Appendix.

3. **Term:** The term of this Service Addendum shall be as defined in this Master Services Agreement, clause 2.
4. **Invoicing / Payment:** An invoice for setup fees will be presented to the customer after the date of signature of this agreement, prior to work commencing and payment will be due within 30 days. Monthly services will be billed calendar monthly in arrears on the first day of each calendar month and payment will be due within 30 days.
5. **Terms and Conditions:** The full terms and conditions are contained within this Service Order and the Master Services Agreement.
6. **Services Required:** The Customer agrees to purchase Insightful Services as detailed within this Service Addendum.

SERVICE LEVEL AGREEMENT ("SLA")

I. Definitions

- A. The "Main Agreement" is the Master Services Agreement to which this SLA is an attachment.
- B. The "Service" is the Soteria Compliant Platform Managed Cloud Service which includes end user portal and data collection services.
- C. The "Systems" are the computer equipment and software that is used by Insightful Technology to deliver the Service and contains the Customers' data as collected and stored by the Service.
- D. "Customer Data" means the data and/or applications that are owned by the Customer and reside on the Systems.
- E. A "Session" means an active communications connection, measured from beginning to end, between Customer or one of its users, and the Service.
- F. An "Outage" means the accumulated time during which greater than 20% of the users of the Service are unable to establish a Session with the Service, or access Customer Data for reasons other than:
 - (1) The failure of equipment that is not fully owned and managed by Insightful Technology
 - (2) Scheduled or emergency maintenance performed at Insightful Technology' initiative;
 - (3) Maintenance or service interruptions requested by Customer;
 - (4) Customer's acts or failure to act in a timely and/or proper manner when notified to do so by Insightful Technology (including, without limitation, Customer's failure to permit entry by Insightful Technology or make facilities or components available to Insightful Technology for testing or repair; or otherwise to comply with Insightful Technology' instructions and service requirements);
 - (5) Failures caused by Customer Data.

II. Service Hours

This Agreement defines the Service Levels attributed to the following hours of response:

Mon-Fri Business Day (Excl Bank Holidays) 0845-1745

III. Maintenance

Insightful Technology will perform or cause to be performed scheduled maintenance on the Systems. Insightful Technology reserves the right to perform emergency maintenance as needed. Insightful Technology will make commercially reasonable efforts to inform Customer prior to performing scheduled or emergency maintenance. If such advance notice is not possible, Insightful Technology shall notify Customer about such emergency maintenance as soon as is practicable. Insightful shall also use best efforts to perform maintenance during non-business hours of Customer (i.e. times other than 8:00 am to 5:00 pm, Eastern Standard Time (North America)).

IV. Service Level Agreement - Availability

- A. Insightful Technology guarantees an overall availability of 99.9% for the Service during each calendar year.

Insightful Technology Master Services Agreement



- B. If in a 30 day period the total Outage time exceeds 2 hours, the Customer will be entitled to a credit towards the next invoice that Customer receives. For the purpose of determining the amount of any Credit, an Outage will be deemed to commence when Insightful Technology opens a "trouble ticket" to track such Outage, and will be deemed to end when Insightful Technology has restored availability of the Systems. The Customer will not be entitled to receive a credit if the Customer is in breach of any provision (monetary or non-monetary) under the Main Agreement.
- C. The amount of the Credit will be determined as follows:
 - (1) 5% of the service fee charged by Insightful Technology for the calculated 30 day period.
- D. In order to receive any Credit, Customer must notify Insightful Technology, in writing, within 14 days from the time Customer becomes eligible to receive such Credit (i.e. the Customer is aware the Outage is fixed or the Trouble Ticket is closed). Customer's failure to notify Insightful Technology within that period shall result in the waiver of Customer's right to receive any such Credit.
- E. Credit shall not be paid if Customer is in Material Default (i) at the time the Outage occurred or (ii) at the time when such Credit is requested by Customer
- F. An Outage shall not be deemed to occur upon the occurrence of routine maintenance or upon the occurrence of an act outside of the control of Insightful Technology, such as loss of power at the Customer premises or an act of nature.
- G. The Customer can claim a Material Default of the Master Services Agreement under the conditions outlined in the table below. Under this circumstance the customer can then refer to the Material Default related clause(s) and remedies within the Master Services Agreement should they wish to.

Material Default Definition Table

Service Issue Severity Level	Definition (Within 30 day period)
S1	6 or more occurrences or > 48 Hours downtime
S2	24 or more occurrences or > 96 Hours downtime

V. Service Level Agreement – Ticketing and Response Times

- A. Insightful Technology shall provide the Customer the ability to raise trouble/fault/incident/query tickets via their online ticketing system. This system will be the system used to record and track all SLA affecting events. Any events not raised through this system will not be counted towards any service credits or SLA measurements.
- B. Insightful Technology will respond to any tickets raised by the Customer with acknowledgement within 15 minutes.
- C. Insightful Technology will from the time of acknowledgement provide updates detailing actions taken or planned to resolve the raised issue based on the following table:

Severity	Definition	Update Frequency
S1	Full Service is down or no-one is able to logon via the Customer interface(s). Or No-one is able to search and view their data.	60 minutes

	Or Data collection and indexing is not working.	
S2	Several users from are unable to logon. Or Several users are unable to search and view their data. Or Data collection and indexing for a single data source is not working. (e.g. Recent objects are not showing in the portal) Or A core function is not working that limits the Customer user's ability to analyse their data.	120 minutes
S3	A user is not able to logon. Or A user is not able to search and view their data. Or A single function is not working that does not impact the ability to search and view the Customer data.	1 day
S4	A part of the functionality is not fully working but that does not affect the ongoing functioning of the service or where there is another method to achieve the same outcome that is working. Or General queries / questions. Or Any other undefined request.	As appropriate

APPENDIX B - MOVIUS SUBSCRIPTION SERVICES ADDENDUM

1) **MultiLine Subscription Service description**

The Movius MultiLine Solution is a Subscription Service application-based solution that makes it easy to add a business-managed number to a company-approved or personal mobile device. Employees can now have a designated business number on their existing device to place and receive business calls and texts, while keeping their primary number for personal use. This is achieved without the need for an additional SIM and/or phone, or any change to the employee's existing mobile network.

2) **License to Use the Subscription Services.**

Subject to the terms of this Agreement, each Customer and each End User of a Customer shall have the right to access and use the Subscription Services during the term of the Subscription Services purchased by the applicable Customer. All rights to access and use the Subscription Services by or on behalf of Customer (including use by Customer's End Users) are personal, limited, non-exclusive, non-transferable, and non-sublicensable. The Customer shall abide by and agree to cause its End Users to abide by, the policies and requirements adopted by Movius and posted on the Subscription Services portal from time to time for accessing and using the Subscription Services.

3) **Prohibited Uses of the Subscription Services.**

The Customer and their End Users agree not to use the Subscription Services for any prohibited content, uses and activities including, without limitation, any use of the Subscription Services in a manner that, in reasonable judgment, involves, facilitates, or attempts any of the following:

- a) violating any law;
- b) displaying, performing, sending, receiving or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
- c) harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
- d) infringing, violating or misappropriating another's rights;
- e) obtaining unauthorized access to, or interfering by any means with, any user, system, network, service, or account, including evasion of filters or violation of the security or integrity of any network or system;
- f) distributing computer viruses or malware of any kind or
- g) sending, receiving or supporting email messages that are unsolicited, deceptive, anonymous, excessively voluminous or that contain falsified identifying information, including spamming and phishing.

4) **No Direct Access to Emergency Services.**

The Subscription Services are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of services that connect a user to emergency services personnel or public safety answering points ("Emergency Services"). Access to Emergency Services are provided through the End User's primary traditional wireless (mobile) SIM on the mobile device only.

- a) The Customer acknowledges and agrees that:
 - (1) it is each End User's responsibility to purchase, separately from the Subscription Services, traditional wireless (mobile) services that offer access to Emergency Services, and
 - (2) the Subscription Services are not a replacement for the End User's primary telephone service.
- b) If a user of the Subscription Services attempts to place an emergency call via the local emergency number, the Subscription Services will dial the Emergency Services call using

the End User's traditional wireless (mobile) service, if the End User has such service activated.

5) Additional Rights.

All additional rights not expressly granted in this Agreement as to the Subscription Services are reserved to Movius. Movius or its licensors retain all right, title, and interest to the Software (including any copies thereof), the Subscription Services, and all Proprietary Rights recognized in any jurisdiction relating to the Software or the Subscription Services. The Customer, End User, parent, subsidiary, affiliate, agent or other third party, to shall not:

- a) use or reproduce the Software or the Subscription Services, except as expressly permitted under Section 1, above;
- b) adapt, alter, translate, create derivative works of, or otherwise modify the Software or the Subscription Services;
- c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or any portion of the Subscription Services;
- d) remove, alter or obscure any proprietary notices on the Software, Subscription Services or Documentation;
- e) rent, loan, sublicense, distribute or otherwise transfer the Software or the right to receive Subscription Services to any third party (including Customers and End Users) except pursuant to an enforceable written agreement that contains terms that are at least as protective of Movius and of the Software and Subscription Services as those contained in this Agreement;
- f) encumber or suffer to exist any lien or security interest on any Software or the Subscription Services;
- g) use the services provided by Movius' cloud provider separately from the Movius Software installed on the cloud-based network; or
- h) use features, functionality or ports of the Subscription Services for which Insightful has not been paid for.

6) Changes in the Subscription Services.

Movius may, at its sole discretion, and without incurring any liability to Reseller and its Customers, modify the features of, or discontinue the sale and provision of the Subscription Services. Movius shall notify Reseller at least **sixty** (60) business days in advance ("Notice Period") of any changes to the Subscription Services that involve reduction in the features or functionality of the Subscription Services, so that Reseller can notify Customers and End Users. Upon notification of such change in the Services, and only where the changes made render the Subscription Services unsuitable for intended purpose of the End User, Customer shall be entitled to given written notice to terminate this Agreement, such termination to take effect at the end of the Notice Period. Customer shall not be required to pay for Services after termination and shall be entitled to be reimbursed, pro rata, any fees or charges paid in advance. Movius shall notify Reseller at least 12 months in advance of Movius discontinuing the sale and provision of the Subscription Services.

7) Limited Warranties

Movius warrants to Reseller and its Customers that, during the term of this Agreement:

- a) Professional Services will be provided in a timely, professional and workmanlike manner, and in accordance with the requirements of the applicable SOW. Movius' personnel who perform Professional Services will have the requisite experience, skills, knowledge, training, and professional education to perform the Professional Services in accordance with this Agreement and the applicable SOW.
- b) The Subscription Services will be provided in accordance with the Specifications and this Agreement and Movius will perform such Maintenance Services as may be required to cause the Subscription Services to be in compliance with the terms of this Agreement and the Specifications.
- c) Except as provided above, Movius makes no warranty of any kind with regard to the Subscription Services, the Mobile App or the Maintenance Services. Movius

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expressly disclaims all other warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing, usage or trade. No advice or information, whether oral or written, obtained from Movius, its employees, or elsewhere will create any warranty not expressly stated in this Agreement.

8) Support Service Request Priorities and Response Times

Each Service Request that is submitted to Movius must have an associated priority. The Movius Service Request Priority is determined based on impact to end users.

Priority	Issue Description	Maximum First Response Time	Target Workaround or Resolution Time	Target Resolution Time (If a Workaround was provided as interim fix)
P1	A service loss affecting majority of the user base of Reseller on a particular instance of the Subscription Services	15 minutes	6 hours	5 days
P2	A major service degradation impacting multiple users	30 minutes	8 hours	7 days
P3	A standard service issue impacting one user	60 minutes	24 hours (if applicable)	Mutually agreed timeline or next patch cycle
P4	Information Request/ A non-service affecting issue	24 hours	Not Applicable	Mutually agreed timeline or next patch cycle

9) Subscription Services Availability Commitment

Movius shall use commercially reasonable efforts to maintain an Availability of Movius' network for the Subscription Services (but excluding any networks or services of 3rd parties) of 99.5%.

10) Scheduled Maintenance

Insightful shall make reasonable endeavors to notify Customer of all outages and/or unavailability by sending an email describing the nature, duration and resolution path for each outage to the designated Customer contact. Insightful shall use reasonable efforts to notify Customer of all Scheduled Maintenance at least ten (5) business days prior to such occurrence but will provide Customer with at least 2 business days' notice of all Scheduled Maintenance by sending an email describing the nature and duration of such planned outage or unavailability to the designated Reseller contact.

11) Unscheduled or Emergency Maintenance

In the event Unscheduled Maintenance is required, Insightful shall use reasonable efforts to provide at least twenty-four (24) hours advance notice to Customer.

Insightful Technology Master Services Agreement
APPENDIX C – ORDER FORM

