

SYSAID TECHNOLOGIES ("SYSAID") CLOUD TERMS AND CONDITIONS

THE BELOW TERMS AND CONDITIONS ("**TERMS**") GOVERN THE USE OF SYSAID SAAS SERVICES. YOUR USE OF AND ACCESS TO SYSAID'S SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND ALL LINKS AND ADDENDA INCORPORATED HEREIN. BY CLICKING THE 'PROCEED NOW' BUTTON/BOX ON YOUR QUOTE AND SUBSEQUENTLY, THE 'SUBMIT' BUTTON/BOX ON YOUR ORDER FORM AND RECEIVING YOUR ORDER CONFIRMATION (COLLECTIVELY "**ORDER DOCUMENTS**", WHICH SPECIFY THE SERVICES TO BE PROVIDED UNDER THESE TERMS), YOU AGREE TO BE BOUND BY THE TERMS CONTAINED THEREON IN ADDITION TO THESE TERMS. BY SUBMITTING THE ORDER FORM AND, IN ANY EVENT, ACCESSING SYSAID'S SERVICES, I REPRESENT AND WARRANT THAT I AM AUTHORIZED TO ACT ON BEHALF OF MY ENTITY OR ANOTHER LEGAL ENTITY ("YOU", "YOUR" OR "CUSTOMER") AND ENTER INTO A BINDING LEGAL AGREEMENT WITH SYSAID BASED ON THESE TERMS.

1. **General.** Subject to these Terms and during the Term (defined below), SysAid provides You access to SysAid's Management Solution hosted by SysAid or by SysAid's hosting partners ("**Platform**" or "**Services**"), in accordance with what You ordered as detailed on Your Order Documents. Refer to <https://www.sysaid.com/product/product-summary> for a full description of SysAid's services and offerings ("**Offerings**"). These Terms set forth the basis on which You are permitted to access and use the Platform and receive the Services. Any new features that SysAid adds to its Offerings, including the release of new versions or capabilities made available to You, are retroactively subject to these Terms.

2. **Subscription.** To the extent You have purchased a license to use the Services, SysAid hereby grants You, subject to these Terms, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to remotely access and use the Platform during the Term solely for Your internal purposes subject to the terms and limits enumerated on Your Order Documents, applicable laws and without violating third party right ("**Subscription**").

3. **Technical Support.** During the Term, SysAid shall provide You with access to the Platform, and provide You technical support for the Services as described in SysAid's [Service Level Agreement](#). You may view SysAid's Uptime Commitment to You [here](#). You may view SysAid's Data Backup Policy [here](#).

4. **Restrictions.** You shall not, and will not permit any third party to or permit or encourage to be done any of the following license restrictions (in whole or in part): (a) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects of the object code or underlying structure (such as the sequence, organization, file formats, non-public APIs, ideas, or algorithms); (b) copy, "frame" or "mirror" the Services other than on Your own intranet or otherwise for Your own internal business purposes; (c) sell, assign, transfer, rent, sublicense, resell, or otherwise commercially exploit or distribute, make available the Services to any third party or for any purpose other than Your own internal business purposes; (d) modify, alter, adapt, arrange, translate, access or create derivative works based on, copy any ideas, features, functions or graphics of the Service or use it to develop any service or product that is substantially similar to it; (e) remove, alter, or conceal any copyright, trademark, or other restricted proprietary rights notices displayed on or in the Services; (f) store or transmit any robot, malware, trojan horse, spyware, time bomb or other harmful or malicious code, file, or program intended, or that has the potential, to damage or disrupt the Services; (g) upload or otherwise transmit through the Service any material which violates or infringes in any way upon the rights of others, which violates any privacy right, or other right of any person or entity, or any law or obligation, including any third party intellectual property right; (h) which is unlawful, illegal, threatening, invasive of any person's privacy, defamatory, libelous, deceptive, misleading, untruthful, tortuous, offensive, pornographic, or otherwise inappropriate which encourages conduct that may constitute a criminal offense, or otherwise violates any law; (i) take any action that imposes or may impose an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which support the Services, or otherwise abuse or disrupt its integrity; (j) circumvent, disable or otherwise interfere with security-related or technical features of the Services; (k) use the Services other than for your reasonable internal business purposes; (l) use the Service in any unlawful manner or in breach of these Terms and/or applicable law, including related to intellectual property, data privacy, international communications and transmission of technical or personal data; (m) use the Service if You are Our competitor or in order to develop a competing service or product; or (n) You are not legally or otherwise authorized to form a binding contract with SysAid. You shall fully indemnify, defend and hold SysAid harmless from any damages suffered by SysAid arising from Your breach of this Section.

5. **Your Responsibilities.** You are solely responsible for obtaining or providing Internet service, telephone and computer equipment, and any other hardware and software necessary to access or connect with the Services. SysAid shall not be responsible or liable for network-related problems affecting the operation of the Services and that Internet and network configuration changes may affect the Service's performance and accessibility. You shall be responsible for conforming to the service system requirements as enumerated [here](#). You shall notify SysAid immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and use reasonable efforts to immediately stop unauthorized copying or distribution of content known or suspected by You. You are responsible for Your and Your Users' actions when using the Services which (1) are in breach of any applicable law; (2) constitutes a breach of these Terms; (3) are in violation of any rights of any third party; and (4) warrant that you have obtained all licenses, rights and permissions necessary for the provision to and use by SysAid of Your Data under these Terms.

6. **Intellectual Property.** All intellectual property rights, title and interest in and to the Platform or any portion thereof, and all corrections, modifications, enhancements and derivatives including data related to Your usage, and all other rights therein are and shall remain the sole and exclusive property of SysAid; all rights not expressly granted hereunder are reserved by SysAid. For the avoidance of doubt, "SysAid IT", "Ilient" and "SysAid" are trademarks of SysAid; all other trademarks, service marks, product names and company names, if any, referenced in the Platform, are the intellectual property of their respective owners and no right, license, or interest is granted hereunder. You shall retain all rights, title and interest in and to Your data. Any error and bug reports, ideas, requests, recommendations, comments, concepts, paid custom developments and other suggestions (collectively "**Feedback**") that You provide to SysAid, will be solely owned by SysAid. SysAid may freely use, disclose, license, and distribute any Feedback in any manner without any obligation, royalty or restriction, provided You are not identified in connection with any such Feedback without Your consent.

7. **Privacy.** You acknowledge and agree that Your access and use of the Platform, including, without limitation, any information transmitted to or stored on the Platform, is subject to SysAid's [privacy policy](#). SysAid agrees during the Term to implement reasonable security measures to protect and backup Your data and will, at a minimum employ industry standard security and backup procedures. In accordance with our privacy policy, SysAid collects data about Your use of the Platform in an effort to continuously improve our service. You acknowledge that the use of the Services may involve processing of personal information about Your permitted users and other third parties ("**Personal Information**") and You shall be responsible for having all necessary rights to collect and process and allow for collection and processing of such Personal Information. At all times during the Term, You shall retain ownership and control of the Personal Information and may access, modify and delete Personal Information that is stored on the Platform; SysAid shall not use Your Personal Information for any purpose other than for providing the Services which may include transferring data by SysAid to its affiliates and subcontractors, including transfers outside of the European Economic Area. To the extent that, in connection with SysAid performing its obligations under this Agreement, SysAid processes any Personal Data that is subject to Data Protection Laws and Regulations, as defined in the Data Processing Addendum ("[DPA](#)"), and You need a DPA, SysAid shall comply with the requirements of the processor under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, including as implemented or adopted under the laws of the United Kingdom ("GDPR"), with respect to processing Personal Information of individuals covered by the GDPR, the terms of the DPA incorporated herein, shall apply; the DPA is viewable at [DPA](#). With respect to Your data, You shall be and act as the controller as that term is defined in the GDPR; at all times, You shall comply with all laws and regulations, including, without limitation, privacy and data protection laws and regulations permitting SysAid to use the data provided by You, controlled by You or with respect to which You are considered a data controller.

8. **Confidentiality.** All designs and other technical, marketing, commercial and other information relating to the Services including pricing and/or SysAid's business activities and/or any proprietary or confidential information of SysAid disclosed pursuant to these Terms which is identified as confidential at the time of disclosure or which would reasonably be considered confidential or proprietary in nature shall be considered "**Confidential Information**". You agree to use SysAid's Confidential Information only in connection with the Subscription and for no other purpose, to keep such Confidential Information confidential, and not to disclose such Confidential Information to any third party, except with SysAid's prior written consent. If disclosure of such information is required by law, You shall give written notice to SysAid prior to such disclosure and provide SysAid with an opportunity to take legal steps to resist or narrow such request. At all times, all right, title and interest in and to Confidential Information shall remain SysAid property.

9. **SysAid Copilot and Virtual Support Agent.** As part of the Services, SysAid may provide You with various AI-enabled features and functionalities ("**SysAid Copilot**"), including, but not limited to AI Chatbot for End Users and for Admin ("**Virtual Support Agent**"). The use of SysAid Copilot is governed by the terms attached as [Annex A](#) and is hereby incorporated only if your use of SysAid's Services involves the SysAid Copilot.

10. **Fees.** In consideration for Your use of the Services, You shall pay SysAid the fee ("**Fee**") as set forth in Your Order Documents, which shall be fixed throughout the duration of Your Initial Term. Unless expressly stated otherwise in Your Order Documents: (a) all Fees are to be paid in the currency indicated on Your Order Documents; (b) all payments under these Terms are non-refundable, non-cancellable and are without any right of set-off; (c) all Fees shall be paid within the payment period stated on Your Order Documents and Pro-Forma Invoice; and (d) any payment not received from You when due may accrue interest on a daily basis until paid in full, at the rate of one and a half percent (1.5%) per month. You agree that in the event SysAid is unable to collect the Fees, SysAid may take any steps it deems necessary to collect such Fees and You shall be liable for all expenses associated therewith, including legal fees, relating to their collection. Without derogating from the above-mentioned, SysAid may update its price list, from time to time, per its sole discretion and any price changes will be effective upon the commencement of Your next Renewal Term.

11. **Taxes.** Unless indicated otherwise on the Order Documents, all amounts payable under the Order Documents are not subject to any set off or deduction of any kind, they are exclusive of, and You are solely responsible for, all sales, use, transfer, corporate, excise, value-added, goods and service, withholding and any other taxes assessable by any jurisdiction ("**Taxes**").

If You are required to withhold any amounts due to applicable tax laws or regulations, You shall pay to SysAid the net amount payable to SysAid *after* withholding of taxes, which shall equal the amount that would have been otherwise payable under these Terms. For clarity, SysAid shall be solely responsible for taxes assessable against SysAid based on our income, property, and employees. You agree to hold SysAid harmless from all claims and liabilities arising from Your failure to report or pay any applicable taxes, duties or other governmental charges.

12. **Suspension.** SysAid reserves the right to temporarily suspend the provision of the Service (a) if You fail to pay any amount due under these Terms on its due date after being notified to make such payment. SysAid will make efforts and work with You towards remediation until the reason underlying the suspension is fully cured; (b) if necessary as a result of Your breach of Sections 4 (*Restrictions*); (c) if SysAid reasonably determines suspension is necessary to avoid material harm to SysAid, including if the Service's cloud infrastructure is experiencing denial of service attacks or other disruptions outside of SysAid's control, or (d) as required by law or at the request of governmental entities.

13. **Term.** These Terms shall become effective on the date listed on Your Order Confirmation ("**Effective Date**"), and shall continue until Your Subscription period expires (as specified in Your Order Documents) ("**Initial Term**"). Thereafter, these Terms and Your Subscription shall automatically renew for successive annual periods or a multi-year period to be agreed upon unless either party gives written notice to the other at least sixty (60) days prior to the end of the then current Term (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"). For clarity, if Your Initial Term encompasses a multi-year term of service, Your first Renewal Term will commence upon the conclusion of the entire multi-year Term and not after the first year of the multi-year Term. Additional Services may be added during Your Term under that Term's pricing structure, prorated for the portion remaining of that Term at the time the additional Services are added.

14. **Termination.** Either party may terminate these Terms (i) if the other party materially breached these Terms and such breach remains uncured upon thirty (30) days written notice or (ii) immediately, if the other party ceases doing business or is the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days of filing; Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies. This and the following sections shall survive the termination of these Terms: Sections 4 (*Restrictions*), 6 (*Intellectual Property*), 7 (*Privacy*), 8 (*Confidentiality*), 9 (*Fees*), 10 (*Taxes*), 15 (*Disclaimer*), 16 (*Limitation of Liability*), 17 (*Indemnification*), and 18 (*General*).

15. **Representation and Warranties.** You represent, warrant and covenant that: (a) You, and Your Users shall not use the Services in breach of these Terms, applicable law or in a way that violates or misappropriates any third party rights (including, without limitation, privacy or intellectual property rights); and (b) You have obtained all licenses, rights, consents, permissions and legal basis necessary for the provision to, and use by, SysAid of Your Data under these Terms. SysAid warrants that at the time of performance and during the Term, the Services will be performed: (1) in a workmanlike manner; (2) in accordance with generally accepted industry standards; (3) substantially in accordance with the functions described in the Documentation (4) and that SysAid will comply with all applicable laws and regulations in fulfilling its obligations under these Terms. SysAid's warranty is conditioned upon Your use of the Services strictly in compliance with these Terms; and will be excluded in the event that any modification to the Services is made by a party other than SysAid; or if the Services were combined with other products, processes, or platforms not supplied or supported by SysAid.

16. **Warranty Disclaimer.** Except for the express limited warranties provided hereunder, You assume all responsibility for the use of the Platform including its selection to achieve Your objectives. YOUR USE OF AND RELIANCE UPON THE CONTENT DERIVED, PRODUCED OR OTHERWISE CREATED THROUGH YOUR USE OF THE PLATFORM AND YOUR DATA IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND SYSAID SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING. IN ADDITION, SYSAID MAKES NO WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION OR DATA GENERATED BY USING THE SYSAID PLATFORM BASED UPON YOUR INPUTS. THE SYSAID PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY IMPLIED WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYSAID DOES NOT WARRANT THAT THE SYSAID PLATFORM OR ANY SERVICES WILL BE ACCURATE AND/OR DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. YOU AGREE THAT SYSAID WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY INTERNET PROVIDERS. SYSAID FURTHER WILL NOT BE HELD RESPONSIBLE IN CASE OF EVENTS BEYOND ITS REASONABLE CONTROL AS WELL AS FOR ANY ACTS OR OMISSIONS OF ANY THIRD-PARTY INCLUDING USERS, OR ANY INVITEES AND/OR ATTENDEES OR ANY OF YOUR CUSTOMERS. YOU ACKNOWLEDGE THAT SYSAID ASSUMES NO RESPONSIBILITY FOR MONITORING THE SERVICES FOR INAPPROPRIATE CONTENT OR CONDUCT. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. You acknowledge that the Platform may enable or assist You in accessing or using third party services solely at Your own risk; SysAid makes no representation and shall have no liability in relation to the content or use of, or correspondence with, any such third-party service.

17. Limitation of Liability. EXCEPT FOR (A) EITHER PARTY'S VIOLATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, (B) VIOLATION OR BREACH OF THE OTHER PARTY'S CONFIDENTIALITY OBLIGATIONS, (C) EITHER PARTY'S WILLFUL MISCONDUCT OR (D) YOUR PAYMENT OR INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (I) NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOOD OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SYSAID'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO SYSAID DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

18. Indemnification.

18.1. SysAid shall indemnify You, including Your officers, directors, employees and agents from any third party claim including liabilities, penalties, settlements and expenses ("**Liabilities**") finally awarded by a competent court or finally settled from a copyright infringement claim, trade secret misappropriation claim, or claim of infringement of a U.S. patent directly deriving from the Services, except for claims for which SysAid is entitled to indemnification under the following sub-section, in which case SysAid shall have no obligations with respect to such claim. If a third party alleges that the Service infringes the Intellectual Property of such third party, SysAid shall, at its sole option and expense, procure for You the right to continue use of the Service, modify the Service in a manner that does not materially impair its functionality, or terminate the applicable service and refund any pre-paid fee with respect to that Service following the termination date. SysAid will have no indemnification obligation under this Section 17.1 for a violation of third party Intellectual Property right if the action arises out of (a) any unauthorized use, reproduction, or distribution of the Services by You; (b) any modification or alteration of the Platform by anyone other than SysAid; (c) the use of the Services in combination with any other software or equipment, not approved in writing by SysAid; (d) use of the Services in violation of the terms of these Terms.

18.2. You shall fully indemnify, defend and hold SysAid, including its officers, directors, employees, subsidiaries and affiliates, harmless from any and all Liabilities arising from Your use of the Services, Your breach of applicable law or these Terms or violations of third-party rights.

18.3. As a condition precedent to the indemnity obligations above, the indemnified party shall provide the indemnifying party prompt notice of any such claim made against it, grant the indemnifying party control of the defense thereof, and reasonably assist in defending the claim. The indemnified party will not be bound by any settlement that the indemnifying party enters into without the indemnified party's prior written consent, such consent not to be unreasonably withheld.

19. General Provisions.

19.1. **Entire Agreement.** These Terms, along with Your Order Documents and various provisions incorporated by reference, constitute the sole and entire Agreement between SysAid and You and supersedes all prior discussions and representations between the Parties relating to the subject matter thereof. Neither party relies on any promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. In the event You are upgrading, renewing or otherwise expanding Your SysAid Services, then these Terms, along with Your current Order Documents, shall supplement Your previous SysAid Agreement. Without derogating from the Fees as per clause 10 above, SysAid periodically updates its Terms, which will become effective and binding one business day following their publication. In the event of any conflict or inconsistency among the following documentation, the order of precedence shall be (1) Your applicable Order Form, (2) its respective Quote, (3) these Terms, (4) Your Purchase Order ("PO"); none of the terms on Your PO, other than those consistent with the Your Order Documents shall be incorporated into or form part of Your Agreement, notwithstanding any language to the contrary thereon, and all such terms or conditions shall be null and void. SysAid may refer to Your PO and its corresponding reference number; SysAid's reference thereto does not imply acceptance of the terms stated thereon. Any reference in these Terms to SysAid refers solely and exclusively to the SysAid entity listed on your Order Form, which will be the only entity with whom You have a contractual relationship. You represent and warrant that the individual binding a party under these Terms is authorized to do so.

19.2. **Independent Parties.** You and SysAid are independent Parties. Nothing in these Terms will be construed to make either Party an agent, employee, joint venturer or representative of the other Party. Neither Party shall have, or represent to have, any authority to bind the other Party or act on its behalf. Nothing in these Terms is intended or shall be construed

as a third-party beneficiary agreement, nor shall these Terms confer, convey or be deemed to accord any rights to any third party.

- 19.3. **Assignment.** Neither Party may assign or otherwise transfer these Terms or any of the rights or obligations hereunder without the other Party's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding, either Party may assign these Terms, in their entirety upon written notice to the other Party, to an affiliate or in connection with a merger, acquisition or sale of all, or substantially all of the assigning Party's assets, or similar transaction so long as the affiliate company is not a competitor of the other Party.
- 19.4. **No Waiver.** A Party's waiver of a breach or default by the other Party of any provision of these Terms shall not be construed as a waiver of any successive breach or default by the other Party, nor shall a Party's failure to exercise or enforce any right or provision of these Terms be deemed to be a waiver of such right or provision.
- 19.5. **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be unlawful, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of that provision or the balance of these Terms; or if such reformation is not possible, that clause shall null and void and the remainder of these Terms shall remain in full force and effect. If any provision of these Terms is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected.
- 19.6. **Amendments.** Except as otherwise provided herein, any waiver, amendment or other modification of these Terms will not be effective unless in a physical writing executed by both Parties.
- 19.7. **Governing Law and Venue.** Unless explicitly stated otherwise in Your Order Documents, the applicable governing law provision is based on Your country of incorporation as provided here. Notwithstanding anything to the contrary, We may seek injunctive relief in any competent court worldwide.
- 19.8. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under these Terms that is due to causes beyond its reasonable control, such as natural catastrophes, acts of terrorism or war, or governmental acts or omissions, laws or regulations ("Force Majeure Event"). In no event shall a Force Majeure Event excuse You from paying amounts due under these Terms.
- 19.9. **Client List.** You agree that We may list You as a customer and reproduce Your logo and registered trademark online or in printed materials solely to indicate that You are or were a licensee or user of the Platform, unless and until You provide Us with a written notice not to do so. Each Party shall retain all intellectual property rights in and to such company logo. You shall not use SysAid's logo without SysAid's prior written consent.
- 19.10. **Corporate Anti-Bribery Policy and Anti-Corruption Laws, Anti-Slavery Policy and Non-Discrimination Policy.** The following policies are incorporated into these Terms: Anti-Slavery Policy and Non-Discrimination Policy and Anti-bribery Policy Anti-Corruption Laws.
- 19.11. **Notice.** Notices and all other communications provided for in these Terms shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email (legal@sysaid.com) if to SysAid, and the email You provided on your Order Documents if to You.

ANNEX A

SYSAID COPILOT AND VIRTUAL SUPPORT AGENT - TERMS AND CONDITIONS

As part of the Services, SysAid may provide You with various AI-enabled features and functionalities (“**SysAid Copilot**”), including, but not limited to AI Chatbot for End Users and for Admin (“**Virtual Support Agent**”).

1. The AI Functionalities and the Virtual Support Agent could involve integrations with third parties, such as OpenAI LLC (“**OpenAI**”) or Microsoft Azure Open AI Services (“**Azure**”). SysAid may provide You with SysAid Copilot which may include, without limitation, OpenAI or Azure language-generation models (“**LLM**”), incorporated into SysAid Copilot, to be used as a tool to create automatically generated tickets, answers to questions, descriptions, instructions, and other texts. You may use the SysAid Copilot only in supported geographies.
2. For the purpose of providing you with the SysAid Copilot, SysAid may integrate data from Your tickets to your designated Virtual Support Agent. You acknowledge, instruct, and agree to SysAid's use of Your information and data to train Your designated Virtual Support Agent (including, without limitation, customer tickets and other forms of content or data). Such Virtual Support Agent will be offered as a customized version for Your use only. For clarity, SysAid does not share Your information with other customers, and it uses Your information solely for the purposes of providing SysAid Copilot to You.
3. You shall obtain and maintain all necessary consents, rights and permits and provide all necessary notices for such use of Your information by us. In connection with your use of the SysAid Copilot. You may provide input (“**Input**”), and receive output generated and returned by the SysAid Copilot based on the Input (“**Output**”). You acknowledge that you are not required by law or otherwise to provide any specific Input and that any Input is provided on a voluntary basis. In addition, You acknowledge that the Output is subject to, depends on, and is a function of the Input. You acknowledge that any Output may not be unique.
4. As between You and SysAid, SysAid and its third-party technology providers and licensors (including, without limitation, OpenAI and Azure), as applicable, own and reserve all legal right, title and interest in and to the SysAid Copilot, including all intellectual property and proprietary rights.
5. You may not use SysAid Copilot to create or share Output in a manner that violates this document and/or any third-party policies, such as OpenAI and Azure policies, including, without limitation, OpenAI's [Content Policy](#); [Usage Policy](#), [Sharing and Publication Policy](#), [Community Guidelines](#), and [Open AI Terms](#), and [Azure AI Policy](#), which apply to the use of OpenAI / Azure LLM.
6. The SysAid Copilot and the Outputs are provided to the Customers on an "as is" and "as available" basis. SysAid disclaims all express warranties and all implied warranties, including merchantability and fitness for a particular purpose. In addition, SysAid Copilot was developed to support Inputs in English, resulting in Outputs in English. You shall be the sole responsible for the Input and the Output provided (both from content and language perspectives). You acknowledge that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, SysAid and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of SysAid Copilot.
7. SysAid disclaims all express warranties and all implied warranties, including merchantability and fitness for a particular purpose. You shall be the sole responsible for the Input and the Output provided. You acknowledge that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, SysAid and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of SysAid Copilot.
8. You may not use the SysAid Copilot and/or LLM to process any category of confidential information or sensitive information. You shall not use any SysAid Copilot in violation of applicable laws or third-party rights or for unethical purposes. Except for the rights expressly granted under this document, no other rights, or permissions to access or use any of the SysAid Copilot are granted to You.
9. You shall not: (i) use output from the SysAid Copilot to develop models that compete with SysAid and/or OpenAI and/or Azure; (ii) disclose to any third party information related to the SysAid Copilot which shall all be considered SysAid's Confidential Information (iii) use any automated or programmatic method to extract data or output from the SysAid Copilot, including scraping, web harvesting, or web data extraction; (iv) represent that output from the SysAid Copilot was human-generated when it is not or otherwise violate this Agreement, the OpenAI [Usage Policies](#) and [Azure AI Policy](#) (v) send or process any personal information of children under 13 or the applicable age of digital consent in connection with the SysAid Copilot; or (vi) use any SysAid Copilot in violation of applicable laws or third-party rights or for unethical purposes. To the extent that you use the SysAid Copilot to process any health information, Personal Information, financial information or any other category of Confidential Information or sensitive information, as defined

under applicable laws: (i) you shall only do so in compliance with all applicable law, including the requirements to provide all necessary notices and policies to comply with all transparency requirements (as required under applicable law), (ii) you have and shall maintain all necessary rights, legal basis and consents required under applicable law to provide personal information to the SysAid Copilot and to use such personal information in accordance with these Terms, and (iii) you shall bear all responsibility and be solely liable for the use of the SysAid Copilot, you hereby agree to indemnify SysAid for any third-party claim it receives in connection with your use of the SysAid Copilot in breach of any applicable data protection law, privacy, or confidentiality right of any third party.

SysAid Data Processing Addendum ("DPA")

This Data Processing Addendum ("**DPA**") is incorporated into and is subject to SysAid's Terms and Conditions ("**Terms**") entered into by and between the SysAid entity ("**SysAid**") listed on Your Order Documents (Order Documents and Terms collectively, "**Agreement**") and the party identified as "**You**" or "**Customer**" in Your Order Documents and its Affiliates; its purpose is to incorporate the data processing terms below into an Addendum to the underlying agreement. Both parties shall be referred to as the "**Parties**" and each, a "**Party**".

WHEREAS, These data processing terms are required by the laws and regulations of certain jurisdictions, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data (defined below) and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"), including, as applicable, as adopted under the Data Protection Act 2018 of the United Kingdom ("**UK GDPR**") and including California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any subsequent modifications and amendments ("**CCPA**") to govern SysAid processing Personal Data of Your data subjects, in the course of providing the Services to You under the Agreement and this DPA applies where and only to that extent. This Addendum shall not impose any obligations beyond those required by applicable laws, including, without limitation the GDPR, the UK GDPR and the CCPA.

You represent and warrant that you have full authority to bind Your entity to this DPA and that You have read and understood and agree to comply with this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or lack the authority to bind Your entity, do not provide Personal Data to us.

The DPA shall enter into force and become binding upon execution or acceptance of the underlying agreement.

1. DEFINITIONS

The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA. Capitalized terms not defined herein shall have the meaning set forth in the Agreement, the GDPR or the CCPA accordingly.

1.1. "**Authorized User**" means any individual authorized or otherwise enabled by You to use the Service through Your account.

1.2. "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Information**", "**Processing**", "**Processor**", "**Sell**", "**Share**" along with any other terms specifically defined in the Data Privacy Laws shall have the meanings given in the Data Privacy Laws. For the purposes of this DPA only, and except where indicated otherwise, the term "**Controller**" shall include You and/or Your authorized affiliates; and "**Processor**" shall reference SysAid. 1.3. "**Customer Data**" means content and/or data provided to SysAid by or on Your behalf in connection with using SysAid's Services.

1.4. "**Data Protection Laws**" or "**Data Privacy Laws**" means all applicable laws and regulations relating to the processing of Personal Data, including US Data Protection Laws (including without limitation the CCPA) and the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) and

repealing Directive 95/46/EC (General Data Protection Regulation), (“**GDPR**”) and with respect to the United Kingdom, the Data Protection Act of 2018 as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (“**UK GDPR**”), together with the codes of practice, conduct, regulatory guidance and standard contractual clauses and other related legislation resulting from such regulations, as updated from time to time that are applicable to the processing of Your Personal Data under this DPA;

1.5. “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.6. “**Personal Data Breach**” means a confirmed breach of security leading to the destruction, loss, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by SysAid on Your behalf under the Agreement.

1.7. “**Sensitive Data**” means Personal Data that is protected under a special legislation and requires unique treatment, such as “special categories of data”, “sensitive data” or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number; (c) financial, credit, genetic, biometric or health information; (d) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses; and/or (e) account passwords in unhashed form.

1.8. “**Standard Contractual Clauses**”, (hereinafter, “**SCCs**”) means where the GDPR applies, the standard contractual clauses for the transfer of Personal Data to Data Processors established in third countries set out in the [Commission Implementing Decision \(EU\) 2021/914](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) of 4 June 2021 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and where the UK GDPR, the applicable standard data protection clauses for processors adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR, as amended from time by competent authority under the relevant Data Privacy Laws (available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en). This DPA incorporates by reference the EU 2021 SCCs and the Parties are deemed to have accepted and signed the EU 2021 SCCs where necessary in their entirety, including the annexures thereto.

1.9. “**Sub-Processor**” means any third-party service provider engaged by SysAid and/or SysAid affiliates to process Personal Data on behalf of Customer.

2. Confidentiality.

2.1. SysAid shall take reasonable steps to ensure that access to Your Personal Data is limited to persons under SysAid authority (including, without limitation, SysAid's personnel) only on a need to know basis and that all persons authorized to process or otherwise gain access to Your Personal Data, have committed themselves to confidentiality undertakings or are under statutory or professional obligations of confidentiality.

2.2. SysAid may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, SysAid shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on grounds of public interest), or (c) on a “need-to-know” basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

2.3. SysAid shall employ commercially reasonable efforts to ensure persons authorized to process Your Personal Data on its behalf, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. SysAid shall treat Your Personal Data as Confidential Information and will not disclose, make it available for transfer to any third party, other than as permitted under this DPA or pursuant to a legal obligation.

3. Term. This DPA will commence and become legally binding on the earlier of the effective date of the Agreement, or the first time SysAid processes Personal Data on Your behalf; and will continue until the Agreement expires or is terminated.

4. DATA PROCESSING

4.1. Scope and Roles. For all purposes hereunder with respect to processing of Personal Data, You shall be and act as the “Controller” of all Personal Data and shall comply with the obligations imposed on You as the Controller (including, without limitation, Article 24 of the GDPR), and SysAid shall be and act as the “Processor” and will comply with the requirements of the Processor as defined in Article 4 of the GDPR (or its equivalent under other applicable Data Privacy Laws). You shall provide documented and/or written instructions for the Processing of Your Personal Data in compliance with Data Privacy Laws and SysAid shall not Process Your Personal Data other than as indicated in Your instructions as expressed in the Agreement, this DPA or otherwise requested by You, unless Processing is required by applicable law to which You or SysAid are subject to. You shall ensure that Your Instructions comply with all laws and regulations applicable thereto and that the Processing of Your Personal Data in accordance with Your instructions shall not cause Processor to be in breach of Data Privacy Laws or any other applicable law. You warrant that You have undertaken due diligence with regards to SysAid’s Processing procedure and technical and organizational measures and that You are satisfied that SysAid’s Processing operations are suitable and appropriate for the purposes for which You propose to use the Services and the Processing of the Customer Data taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

4.2 You shall have sole responsibility for the means by which You acquired Personal Data. Without limitation, You shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall at all times have any and all required ongoing legal bases in order to collect, Process and transfer to SysAid the Personal Data and to authorize the Processing by SysAid of the Personal Data which is authorized in this DPA. You shall defend, hold harmless and indemnify SysAid, SysAid's affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by You and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

4.3. Type of Personal Data and Categories of Data Subjects. You and Your Authorized Users determine what content is uploaded into the Service including the existence of

any Personal Data; SysAid shall have no control over what Personal Data is processed on Your behalf. To that end, You shall have sole responsibility for the accuracy, quality, and legality of Personal Data uploaded to the Services and the means by which You acquired Personal Data. You certify that the Personal Data inputted into the System has been collected, processed and transferred in compliance with the laws and regulations applicable to You as a Controller, including, as applicable, where Controller has acquired the required consents from Data Subjects for Processing by SysAid under this DPA and the Agreement. Personal Data may include, without limitation, basic user information, including names, mailing addresses, email addresses, telephone and other contact information, general usage information, including connection data (IP addresses), supplier/vendor information. You may also upload additional types of Personal Data but shall not upload the Special Categories of Personal Data described in Article 9(1) of the GDPR or any other data prohibited by the Agreement or the GDPR.

4.4. Sensitive Data. The Parties agree that the Service is not intended for the processing of Sensitive Data, and that if Customer wishes to use the Services to process Sensitive Data, it must first obtain SysAid's explicit prior written consent and potentially enter into additional agreements.

4.5. Processing. Where Personal Data is Processed by SysAid under or in connection with this Addendum, SysAid shall only Process, transfer, modify, amend or alter the Personal Data in accordance with Your reasonable documented instructions (resulting directly from the provisions of the Agreement or that are reasonably required for proper performance by SysAid of its obligations), including in order to contact You or Your authorized users with registered accounts regarding the use of the services, unless required otherwise by EU or Member State law to which SysAid is subject, in which case SysAid shall inform You of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest. You shall ensure that Your instructions comply with all laws and regulations applicable thereto and that the Processing of Your Personal Data in accordance with Your instructions shall not cause SysAid to be in breach of Data Privacy Laws or any other applicable law. You warrant that You have undertaken due diligence with regards to SysAid's Processing procedure and that You are satisfied that SysAid's Processing operations are suitable for the purposes for which You propose to use the Services.

4.6 To the extent that SysAid or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer and/or its authorized users relating to Processing of Personal Data or where SysAid considers such a request to be unlawful, SysAid: (i) shall inform You, providing relevant details of the problem (but not legal advice), (ii) SysAid may, without any kind of liability towards You, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to SysAid all the amounts owed to SysAid or due before the date of termination. You will have no further claims against SysAid (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below) .

4.7 SysAid will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of SysAid, to the extent that such is a result of Your instructions.

4.8. **Cooperation.** SysAid shall, and shall procure that its agents, subcontractors and employees, cooperate as reasonably requested by You and to the extent necessary to enable You to comply with any exercise of rights by a Data Subject under the Data Protection Laws in respect of Personal Data processed by SysAid under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Laws, including by any regulator, subject to reasonable advance notice and without prejudice to SysAid's right to charge You any reasonable costs for such assistance.

4.9. **Storage.** Data that SysAid Processes for You will be stored as locally as possible and will otherwise process data in accordance with SysAid's [Privacy Policy](#); to learn where Your data is stored, see [here](#).

5. Cross Border Data Transfers.

5.1. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "**EEA**"), the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission, the UK supervisory authority ("**Adequacy Decisions**"), without any further safeguard being necessary.

5.2. To the extent that there is Processing of Personal Data which includes transfers from the EEA, the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the below terms shall apply:

a) With respect to the EU transfers of Personal Data, You as a Data Exporter (as defined in the SCCs) and SysAid as a Data Importer (as defined in the SCCs) hereby enter into the SCC set out in Exhibit B. To the extent that there is any conflict or inconsistency between the terms of the SCC and the terms of this DPA, the terms of the SCCs shall take precedence.

b) With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), You as a Data Exporter (as defined in the UK SCCs) and SysAid as a Data Importer (as defined in the UK SCCs), hereby enter into the UK SCC set out in Exhibit B. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence

6. **Customer's Processing Instructions.** This DPA and the Agreement are Your complete and final instructions at the time of signature of the Agreement to SysAid for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately and in writing. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Service and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

7. Changes in Data Protection Laws. If any variation is required to this Addendum as a result of a change in Data Protection Law, either Party may provide written notice to the other party of that change in law. The Parties will discuss and negotiate in good faith any necessary variations to this Addendum to address such changes. SysAid shall notify You after it determines that it can no longer meet its obligations under applicable laws, in which case, You may terminate exclusively the portions of the Services that are not in compliance with applicable laws.

8. Sub-Processors.

8.1 You acknowledge and agree and hereby grant a general authorization for SysAid to engage subcontractors to process Your Personal Data on Your behalf ("Sub-Processors") in order to provide the Services under a written contract or other legal act under applicable law. SysAid will restrict Sub-Processors' access to Your Data, unless and to the extent such is necessary to enable or assist SysAid in providing or maintaining the Services. In the event a Sub-Processor fails to fulfill its data protection obligations in connection with the Processing of Your Personal Data under this DPA, SysAid remains liable to You for said Sub-processor's data protection obligations under this DPA, in accordance with the underlying Agreement's liability section.

8.2. SysAid performs due diligence on Sub-Processors' information security standards and data protection compliance. Prior to engaging with a Sub-Processor, SysAid ensures that the Sub-Processor commits to a written obligation regarding their security standards and controls and processes relating to Personal Data protection, including, where applicable safeguards implemented govern international data transfers.

8.3. SysAid's current Sub-processor list is in Exhibit A and it is hereby approved by You. If You want to be notified before the appointment of new Sub-processors in connection with the provision of the Services, You shall send an email to SysAid's customer support team with the subject SUBSCRIPTION TO SUB-PROCESSOR NOTIFICATION.

8.4 You may reasonably object to SysAid's use of a Sub-processor for reasons related to the GDPR or UK GDPR (as can be demonstrated by Customer) by notifying SysAid promptly in writing within three (3) business days after receipt of SysAid's notice in accordance with the mechanism set out in Section 8.3. Failure to object to such Sub-processor in writing within three (3) business days following SysAid's notice shall be deemed as acceptance of the Sub-Processor. In the event Customer reasonably objects to a Sub-processor, as permitted in the preceding sentences, SysAid will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening the Customer. If SysAid is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by SysAid without the use of the objected-to Sub-processor by providing written notice to SysAid provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to SysAid.

8.5 This Section 8 does not refer and shall not apply to subcontractors of SysAid which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

9. Data Subject Rights. Data Controller shall be solely responsible for compliance with any obligations concerning Data Subject requests and rights under Data Protection Laws, such as access to, rectification or deletion of Customer Personal Data. Considering the nature of the Processing, SysAid shall endeavor to assist You insofar as practicable, to comply with Your said obligations with respect to such Data Subject requests at Your sole expense. SysAid shall, to the extent legally permitted, (i) promptly notify You if it receives a request from a Data Subject under any Data Protection Law with respect to any Customer Personal Data; and (ii) forward such data subject request to You; and (iii) shall not respond to any request except pursuant to Your documented instructions or as required by applicable law to which the Processor is subject, in which case SysAid shall, to the extent permitted by law, inform You of that legal requirement before it responds to the request.

10. Personal Data Breach.

10.1 SysAid will maintain security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, immediately commence all reasonable efforts to investigate and solve the causes the remediate the breach, and will notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer's Personal Data, including Customer's Personal Data, transmitted, stored or otherwise Processed by SysAid or a SysAid Sub-Processor of which SysAid becomes aware ("**Personal Data Breach**"). SysAid's notice will at least: (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) communicate the name and contact details of a designated officer on SysAid's data protection team, which will be available to provide any additionally available information about the Personal Data Breach; (c) describe the likely consequences of the Personal Data Breach; (d) describe the measures taken or proposed to be taken by SysAid to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay. Upon Your request, remediation actions and reasonable assurance of resolution of discovered issues shall be provided to Controller, to the extent the remediation is within SysAid's reasonable control. Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

11. Data Protection Impact Assessment and Prior Consultation. If, pursuant to Data Protection Law, You are required to perform a data protection impact assessment or prior consultation with a regulator, at Your request, SysAid will provide such documents as are generally available for the Services (for example Certifications). Any additional assistance shall be mutually agreed between the parties and SysAid has the right to charge You for any reasonable costs for such assistance.

12. Security and Audit.

12.1 Taking into account the state of the art, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, SysAid shall implement and maintain industry-standard and otherwise appropriate technical and organizational measures pursuant to Article 32 of the GDPR to ensure a level of security appropriate to the risk presented by the Services. Upon the Customer's request, SysAid will use commercially reasonable efforts to assist Customer, at

Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, and the information available to SysAid. Both Parties acknowledge that security measures are subject to progress and change in response to the current situation and that SysAid may alter the security measures from time to time, provided that such modifications do not degrade or diminish the overall level of security appropriate to the risk presented by the Services. SysAid shall ensure that SysAid's access to Personal Data be limited to those requiring such access to substantially perform its obligations under this Agreement. A description of SysAid's Data Security Measures can be found [here](#). Upon request at reasonable intervals and subject to confidentiality obligations, SysAid shall make available to You relevant information necessary, to the extent such is not available under the Agreement, to demonstrate SysAid's compliance under this Section, provided that such information only be used to assess our compliance hereto and shall not be disclosed to any third party without SysAid's prior written approval. At Customer's cost and expense, SysAid shall allow for and may contribute to audits, in no event more than once a year, with prior notification of at least 20 business days, including inspections, conducted by You or another auditor mandated by You (so long as such auditor is not a direct or indirect competitor of SysAid), without prejudice to SysAid's right to charge You for any reasonable costs for such assistance, provided that the Parties shall agree on the scope, methodology and timing of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, Personal Data that does not belong to You.

11.2 Nothing in this DPA will require SysAid either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of SysAid; (ii) SysAid's internal accounting or financial information; (iii) any trade secret of SysAid; or (iv) any information that, in SysAid's sole reasonable discretion, could compromise the security of any of SysAid's systems or premises or cause SysAid to breach obligations under any applicable law or its obligations to any third party.

12. Limitation of Liability. Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates of Customer and SysAid, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

13. Return or Deletion of Personal Data. Upon termination or expiration of the Agreement, SysAid shall (at Customer's election) return or to the fullest extent technically feasible delete all Customer Data in its possession or control. This requirement shall not apply to the extent SysAid is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems (e.g., in the form of audit logs), which Customer Data SysAid shall securely isolate and protect from any further Processing, except to the extent required by applicable law. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for SysAid's customers.

14. Termination. SysAid shall, and shall procure that its Sub-Processors, subject to the requirements of any applicable Exit Plan, cease Processing Your Personal Data upon the termination of the Agreement or, if sooner, the Service to which it relates and, either return or delete the Personal Data and any copies of it or of the information it contains, without prejudice to any EU or Member State legal obligations for SysAid to store or archive such

Personal Data. Sections 4.2, 9, 12, 13 and 16 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

15. **CCPA.** To the extent that the Personal Data is subject to the CCPA, SysAid shall not sell or share Customer's Personal Data. SysAid acknowledges that when processing Personal Data in the context of the provision of the Services, Customer is not selling or sharing Personal Data to SysAid. SysAid agrees not to retain, use or disclose Customer Personal Data: (i) for any purpose other than the Business Purpose (as defined below); (ii) for no other commercial or Business Purpose; or (iii) outside the direct business relationship between SysAid and Customer. Notwithstanding the foregoing, SysAid may use, disclose, or retain Customer Personal Data to: (i) transfer the Personal Data to other SysAid's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Customer; (ii) to comply with, or as allowed by, applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (ii) for internal use by SysAid to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; (iii) to detect data security incidents, or protect against fraudulent or illegal activity; and (iv) collect and analyse anonymous information. SysAid shall use commercially reasonable efforts to comply with its obligations under CCPA. If SysAid becomes aware of any material applicable requirement (to SysAid as a service provider) under CCPA that SysAid cannot comply with, SysAid shall use commercially reasonable efforts to notify Customer. Upon written Customer's notice, SysAid shall use commercial reasonable and appropriate steps to stop and remediate SysAid alleged unauthorized use of Personal Data; provided that Customer must explain and demonstrate in the written notice which processing activity of Personal Data it considers to be unauthorized and the applicable reasons. SysAid shall use commercially reasonable efforts to enable Customer to comply with consumer requests made pursuant CCPA. Notwithstanding anything to the contrary, Customer shall be fully and solely responsible for complying with its own requirements under CCPA. **"Business purpose"** means the Processing activities that SysAid will perform to provide Services (as described in the Agreement), this DPA and any other instruction from Customer, as otherwise permitted by applicable law, including, CCPA and the applicable regulations, or as otherwise necessary to provide the Services to Customer.

16. **Miscellaneous.** This DPA may not be amended or modified except by a written instrument signed by both Parties. This DPA may be executed in counterparts. Either Party may assign this DPA including its rights or obligations hereunder to any affiliate thereof, or to a successor or any affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any SysAid obligation hereunder may be performed (in whole or in part), and any SysAid right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an affiliate of SysAid. In the event of any conflict or inconsistency between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) SysAid's (including SysAid's affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation or applicable law regarding data protection or privacy, shall be limited to the amounts paid to SysAid under the Agreement

within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will SysAid and/or SysAid affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if SysAid, SysAid affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort). This DPA supersedes any prior DPA or similar terms between the Parties. The Parties to this DPA submit to the choice of jurisdiction and governing law stipulated to in the Agreement. This DPA shall only become legally binding between Customer and SysAid when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed.

17. SIGNATURE. The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the signing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Customer and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Customer and/or its Authorized Affiliates, you shall not supply or provide Personal Data to SysAid. By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that SysAid processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

Exhibit A

Sub - Processor's list

Our current list of sub-processors is:

Sub-processor	Purpose	Links
Amazon Web Services	Hosting	
Qlik (AWS partner, hosted on AWS)	Analytics platform	https://www.qlik.com/
Pendo	User guidance and usage analytics	https://www.pendo.io/
Microsoft Azure	OpenAI offering	https://azure.microsoft.com/
OpenAI	OpenAI offering	https://openai.com/
GFI		https://gfi.ai/
TeamViewer		https://teamviewer.com/
Workato (<i>applicable to those who have Workato as part of their edition</i>)	Integration & Workflow Platform/ iPaaS	https://www.workato.com/legal/embedded-software-supplemental-terms https://cdn.sysaid.com/wp-content/uploads/Supplemental-Terms_SysAid_Customer-for-Workato.pdf
Zapier (<i>applicable for designated users that enabled Zapier via Marketplace</i>)	Integration with third-party services	https://zapier.com

EXHIBIT B - STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Customer and Company Name that are subject to the GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Company Name (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section **Error! Reference source not found.** of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Customer, as informed by Customer to Company Name; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses

shall be governed by the laws of the Republic of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of the Republic of Ireland, as their choice of forum and jurisdiction.

c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Company Name as a data processor. With respect to Module Three: (i) Data Exporter is Customer as a data processor and (ii) the Data Importer is Company Name as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.

e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.

f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.

g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

UK SCCs. If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Customer and Company Name that are subject to the GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Company Name (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section **Error! Reference source not found.** of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.

c) Annex I.A: With respect to Module Two: Data Exporter is Customer as a data controller and the Data Importer is Company Name as a data processor. With respect to Module Three: Data Exporter is Customer as a data processor and the Data Importer is Company Name as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

- d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.
- f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the Security Documentation.
- g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.