



SUBSCRIPTION LICENSE AGREEMENT
AGREEMENT NUMBER:

This Subscription License Agreement (including the Subscription Service Guide) ("**Agreement**") between Servicely Pty Ltd (**Servicely**) and the customer set forth below ("**Customer**") is made as of the effective date set forth below ("**Effective Date**").

The Subscription Service Guide includes: (1) the Support Guide; (2) the Maintenance Guide; (3) the Data Security Guide; and (4) any other attachment set forth or referenced in the Subscription Service Guide. The Subscription Service Guide is attached hereto and incorporated herein by reference.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Customer		
Name	[insert] (the " Customer ")	
Representative	Name	[insert]
	Phone	[insert]
	Email	[insert]

Servicely Pty Ltd		
Name	Servicely Pty Limited (ABN 87 637 830 687) " Servicely ", "we" or "us"	
Client Manager	Name	[insert]
	Phone	[insert]
	Email	[insert]

Executed as an agreement.

Customer

SIGNED by **[NAME OF COMPANY (ACN or ABN)]** by its authorised signatory:

Authorised Signatory

Print Full Name

Date:

Servicely

SIGNED by **SERVICELY PTY LTD ACN 637 830 687** by its authorised signatory:

Authorised Signatory

Print Full Name

Date:

1. DEFINITIONS

- 1.1. **"Agreement"** means this agreement.
- 1.2. **"Authorised Reseller"** means any individual or entity who has expressly been authorised by Servicely to sell, distribute, promote, or support the Software and Subscription Service.
- 1.3. **"Business Day"** means a day other than a Saturday, Sunday or bank or public holiday in the State of New South Wales, Australia.
- 1.4. **"Confidential Information"** means: (a) Servicely Core Technology (which is Confidential Information of Servicely); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Order Form or SOW and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.
- 1.5. **"Customer Data"** means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the Servicely Core Technology.
- 1.6. **"Customer Technology"** means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from Servicely) by Customer using or for use with the Subscription Service, excluding the Servicely Core Technology.
- 1.7. **"Development Tools"** means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by Servicely for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by Servicely.
- 1.8. **"Documentation"** means the Servicely product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by Servicely available at:
<https://docs-servicely.atlassian.net/wiki/spaces/SD/overview?mode=global>
- 1.9. **"Effective Date"** means the latest date upon which a party executes this agreement.
- 1.10. **"End User"** means any user of the Subscription Service with a platform self-service role. End Users do not require a paid license and shall be able to:
 - 1.10.1. Log a ticket (incident, request, change)
 - 1.10.2. Check on the status of a ticket created by the individual end user
 - 1.10.3. Complete forms and order via the service catalogue
 - 1.10.4. Interact with the virtual agent for their own tickets via the portal and other supported channel.
 - 1.10.5. View knowledge articles

- 1.11. **“Licensed User”** means an individual who has been granted a role other than an End User role for access to the Subscription Service. Each Licensed User must possess a designated role and hold a valid license. The license attributed to a Licensed User is named and specifically assigned to a single individual. While the customer may reassign the license periodically, it must not be concurrently shared among multiple individuals.
- 1.12. **“Order Form”** means the License Entitlement Form provided to Customer specifying the services and entitlements (including Subscription Service or Service Description) that Customer has purchased, along with the term and scope of the authorized use thereof.
- 1.13. **“Product Overview”** means the description of the ordered products and their functionalities attached to an Order Form or referenced therein.
- 1.14. **“Professional Services”** means any services provided by Servicely pursuant to an agreed SOW or Service Description.
- 1.15. **“Service Description”** means the written description for a packaged Professional Service, attached to an Order Form or referenced therein.
- 1.16. **“Servicely Core Technology”** means: (a) the Subscription Service; Software; Development Tools, Documentation; and Servicely technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.
- 1.17. **“Software”** means software provided by Servicely to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.
- 1.18. **“SOW”** means a statement of work for Professional Services.
- 1.19. **“Subscription Service”** means the Servicely Software as a Service (SaaS) offering identified in an Order Form.
- 1.20. **“Subscription Term”** means the term of authorized use of the Subscription Service as set forth in the Order Form.
- 1.21. **“Usage Limits”** Customer’s access to the Subscription Service is subject to usage limits specified in the Order Form.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, Servicely authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Order Form for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer’s authorized use as set forth in this Agreement and the applicable Order Form.

2.2. SOFTWARE. Servicely grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 11.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer’s authorized access to and use of the purchased Subscription Service in accordance with this Agreement. The Software may include code that is licensed under third party license agreements, including opensource code or software made available or provided with the Software. For the avoidance of doubt, the Software is licensed and is not sold under this Agreement or any other arrangement in place between the Customer and Servicely (or a reseller) even if for convenience Servicely makes reference to words such as sale or purchase.

2.3. **DEVELOPMENT TOOLS.** In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, Servicely grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 11.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the Servicely applications with other software and systems; and (b) creating applications on the Servicely platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the Servicely platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Order Form. From time to time, Servicely may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that Servicely shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Order Form.

2.4. **RESTRICTIONS.** Customer shall not (and shall not permit others to) do the following with respect to the Servicely Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except for Customers end clients for auditing and review purposes, or as otherwise expressly provided in an Order Form; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any Servicely or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide Servicely with thirty (30) days' prior written notice to support@servicely.ai (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested alternatives that reduce the adverse impacts on Servicely's intellectual property and other rights.

3. FAIR USAGE PROVISIONS

3.1. **PROHIBITED ACTIVITIES:** The Customer agrees not to engage in any activities that may cause disruption, damage, or impair the performance of the Software or the Subscription Service or the underlying infrastructure. This includes, but is not limited to, hacking attempts, unauthorized access, introduction of malware, excessive data loads, or any other activity that violates applicable laws or regulations.

3.2. **SYSTEM ABUSE:** The Customer agrees not to engage in any activities that may degrade the performance of the Software or the Subscription Service for other users. This includes excessive API calls, automated scraping, or any other activity that puts an unreasonable load on the system.

3.3. **ABUSE MONITORING:** Servicely reserves the right to monitor and analyse Customer usage patterns to ensure compliance with this fair usage clause. In the event of suspected violation, Servicely may contact the Customer to discuss the situation and seek resolution.

3.4. **REMEDIAL ACTIONS:** In cases where the Customer's usage is deemed to be unfair or in violation of these fair usage provisions, Servicely reserves the right to take appropriate remedial actions. These actions may include, but are not limited to, adjusting the Customer's Usage Limits, suspending or terminating the Customer's access to the Subscription Service, or pursuing legal remedies if necessary.

3.5. AVAILABILITY: Where the Subscription Service experiences downtime because of a breach of these Fair Use provisions, such downtime will be excluded from the service availability targets and calculations described in the Maintenance Guide.

4. ORDERING

4.1. ORDERS. Customer shall order and purchase the Subscription Service and Professional Services from Servicely with commercial terms including invoice schedule outlined in the Order Form. For each order, Servicely will provide Customer with an Order Form for Customer to sign and return to Servicely. Servicely will have no obligation to provide services unless and until it has received an Order Form signed by Customer.

4.2. USE VERIFICATION. Servicely may remotely review Customer's use of the Subscription Service, and upon Servicely's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If Servicely determines that Customer has exceeded its permitted use of the Subscription Service, then Servicely will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable or discontinue any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period or fails to make payment as provided in the Order Form then Servicely may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 10 (Term and Termination), in addition to any other rights or remedies Servicely may have.

5. INTELLECTUAL PROPERTY

5.1. SERVICELY OWNERSHIP. As between Servicely and Customer, all rights, title, and interest in and to all intellectual property rights in the Servicely Core Technology are owned exclusively by Servicely notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, Servicely reserves all rights in the Servicely Core Technology and does not grant Customer or any reseller any rights, express or implied or by estoppel.

5.2. CUSTOMER OWNERSHIP. As between Customer and Servicely, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to Servicely a royalty-free, fully paid, non-exclusive, non-transferable (except as set forth in Section 11.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

5.3. PROFESSIONAL SERVICES. Subject to the provisions of this Section 5.3, Servicely shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "**Deliverable**" is a deliverable that is identified in the applicable SOW or Service Description and that is created by Servicely for Customer in the performance of the Professional Services. "**Newly Created IP**" means intellectual property in any inventions or works of authorship that are made by Servicely specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the Servicely Core Technology. To the extent (if at all) any Servicely Core Technology is incorporated into a Deliverable, Servicely grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the Servicely Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit Servicely's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5.4. NO RESTRAINT. For the avoidance of doubt, nothing in this Agreement (including any assignment of Newly Created IP pursuant to Section 5.3) is intended to or has the effect of preventing Servicely or any other customer of Servicely from creating any similar Deliverable or any intellectual property rights similar in nature to the Newly Created IP provided that that intellectual property rights of the Customer are not infringed.

6. WARRANTIES

6.1. **LIMITED SUBSCRIPTION SERVICE WARRANTY.** Servicely warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty, claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to Servicely under this Section 6.1, then Customer may terminate the affected Subscription Service and submit a claim for refund of any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than Servicely or a person acting at Servicely's direction. THIS SECTION 6.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICELY'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

6.2. **LIMITED PROFESSIONAL WARRANTIES.** Servicely warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify Servicely in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, Servicely, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, in which case Customer may submit a claim for a refund of any amounts paid for the nonconforming Professional Services. THIS SECTION 6.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICELY'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

6.3. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICELY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICELY SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

7. CONFIDENTIAL INFORMATION

7.1. **CONFIDENTIAL OBLIGATIONS.** The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfil obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 7 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 10.3 (Return of Customer Data).

7.2. **REQUIRED DISCLOSURE.** A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

7.3. **EQUITABLE REMEDIES.** The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

8. INDEMNIFICATION

8.1. **SERVICELY OBLIGATION.** Subject to the exclusions set forth below, Servicely shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a "Claim") to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that Servicely's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or wilful misconduct; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under Section 8.1(i)(A), Servicely may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in Servicely's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice, whereupon Customer may submit a claim for a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination. Notwithstanding the above, Servicely shall have no obligation or liability for any Claim under Section 8.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 8.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than Servicely or a person acting at Servicely's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by Servicely, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

8.2. **CUSTOMER OBLIGATION.** Customer shall: (i) defend Servicely, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than Servicely or a person acting at Servicely's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

8.3. **PROCESS.** All of the foregoing indemnity obligations of Servicely and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defence thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defence. **SECTION 8 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.**

9. LIMITATIONS OF LIABILITY

9.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 8 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICELY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.3. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

10. TERM AND TERMINATION

10.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Either party may terminate this Agreement in its entirety either: (i) upon ninety (90) days' prior written notice to the other parties, if at the time of notice there are no Order Forms in effect; or (ii) upon written notice if the other one of them becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

10.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and Servicely shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. If the Subscription Service is terminated by Customer due to Servicely's breach, then Customer may submit a claim for refund of all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. Within thirty (30) days following the effective date of a termination by Servicely for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the remainder of the Subscription Term regardless of the due dates specified in the Order Form.

10.3. **RETURN OF CUSTOMER DATA.** Servicely shall provide Customer Data in its standard database export format, excluding the Servicely Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that Servicely receives such request from Customer within forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service. If Servicely has not received a request within the foregoing time frame, Servicely shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

10.4. **SURVIVAL.** Sections 2.4 (Restrictions), 5.1 (Servicely Ownership), 5.2 (Customer Ownership) and 7 (Confidential Information) through 11 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

11. GENERAL PROVISIONS

11.1. **ASSIGNMENT.** No party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other parties. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate. "Affiliates" shall mean any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party to the Agreement, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 11.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.2. **COMPLIANCE WITH LAWS.** Servicely shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of Servicely by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in Servicely systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to Servicely. Servicely shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

11.3. **NOTICES.** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

11.4. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather

conditions (each a “**Force Majeure Event**”). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

11.5. ENTIRETY. This Agreement, together with the Order Forms, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide, is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Servicely that is not set out in this Agreement. Customer’s orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about Servicely’s future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11.6. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

11.7. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

11.8. GOVERNING LAW.

11.8.1. This Agreement is governed by and is to be construed in accordance with the laws applicable in the United Kingdom of Great Britain and Northern Ireland.

11.8.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the United Kingdom and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.8.3. The parties agree that the United Nations Convention on contracts for the International Sale of Goods will not apply to this Agreement.

11.9. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties.

SUBSCRIPTION SERVICE GUIDE

1. SUPPORT GUIDE

Support means Servicely resolving issues and faults in the Subscription Service in accordance with this **Subscription Service Guide**.

- 1.1. Support is available from 7am to 7pm (GMT) on Business Days, excluding Level 1 (outages) in which case Support is provided 24x7.
- 1.2. Servicely will use their best endeavours to provide a Response to all requests from Customer for Support in accordance with the Target Resolution Times.
- 1.3. **Response** means that Servicely will notify Customer that they have received Customer request for Support and commenced resolution of the issue. The actual resolution of each issue is dependent on the nature of the issue, and Customer taking all necessary actions reasonably required by Servicely in a timely manner. The Response time is the time elapsed during Business Hours since first receipt of Customer request for Support.
- 1.4. Servicely will use their reasonable endeavours to ensure that the Subscription Service is Available 99.98% of the time during each month.
- 1.5. Customer may contact support on support@servicely.ai or via customer support portal, made available upon contract execution.
- 1.6. Target Resolution Times

Based on the Priority of the incident as determined by the table below, the following target response timeframes apply. These timeframes determine the associated escalations, communication frequency, priority over other activities, and the steps to be taken to resolve.

Priority	Target Response	Definition	Coverage
P1	1 Hour	Subscription Service is not accessible	24x7x365
P2	2 Hours	Critical function affecting system wide usage	Business Days
P3	8 Hours	Defect significantly affecting use of the Subscription Service	Business Days
P4	3 Days	Defect not significantly affecting use of the Subscription Service	Business Days

2. MAINTENANCE GUIDE

From time to time, the Subscription Service will not be operational due to scheduled and unscheduled maintenance. Servicely will use their reasonable endeavours to ensure that the Subscription Service is available 99.98% of the time during each month except for:

- (a) planned maintenance downtime (for which Servicely will give Customer 2 weeks advanced notice and carry out during non-core business hours as much as practicable); and
- (b) downtime caused by circumstances beyond their reasonable control.

Planned maintenance should not occur on a Friday. Servicely should also provide details of the planned maintenance including a description of what the planned maintenance involves, expected outage time / downtime including the start and end times.

3. DATA SECURITY GUIDE

Servicely is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. Servicely's comprehensive approach to address this demand is enabled by the following: (a) Servicely's robust cloud infrastructure run in the industry leading cloud infrastructure providers using best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) Servicely achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) Servicely's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment.

This Data Security Guide describes the measures Servicely takes to protect Customer Data when it resides in the Servicely cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "Agreement") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

3.1. SECURITY PROGRAM

While providing the Subscription Service, Servicely shall maintain a written information security program of policies, procedures and controls ("**Security Program**") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. Servicely may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by Servicely employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect Servicely systems by residing on the network to inspect all ingress connections routed to the Servicely environment.

(d) Vulnerability Management. Servicely conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, Servicely will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with Servicely's then current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

(e) Antivirus. Servicely updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. Servicely ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following Servicely's standard operating procedure.