

Squiz Terms and Conditions

Subscription Agreement - Terms and Conditions	2
Customer Care Agreement	17
Uptime Policy	26
Security	28
Security Shared Responsibility Model (SSRM)	34
Data Processing Agreement	42
Acceptable Use Policy	52
Fair use policy	55
Anthropic on Bedrock - Commercial Terms of Service	56

Subscription Agreement - Terms and Conditions

These Subscription Agreement terms and conditions (Terms) govern the provision of the Subscription Services. This is an agreement between the applicable Squiz Contracting Party specified in Section 12.2 below (Squiz, we or us) and the customer purchasing the Subscription Services set out in the Order (Customer or you) and incorporates the terms of any Order (Agreement). This Agreement incorporates all Orders entered into by the parties, the Documentation and any other document that this Agreement states form part of this Agreement.

1. SUBSCRIPTION SERVICES

1.1 Provision of Subscription Services. Squiz will make the Subscription Services available to the Customer pursuant to these Terms, during the Subscription Period, solely for the Customer's business purposes. Squiz may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use and update the Documentation accordingly, provided that it does not materially degrade the functionality of the Subscription Services. Updates and upgrades to the Subscriptions Service will be performed automatically and may occur without prior notice (this may not apply to Squiz Cloud and on-premise customers). Subsequent updates and upgrades to the Subscription Services made generally available to all subscribing Customers will be made available to the Customer at no additional charge (charges may apply for Squiz Cloud and on-premise customers); however, we make no commitment about the availability of any future updates, upgrades or enhancements. New features, functionality or enhancements to the Subscription Services may be made available to the Customer and marketed separately by Squiz and may require the payment of additional fees. Squiz will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require an additional fee.

1.2 Customer Care (formerly referred to as Support). Squiz will provide Customer Care for the Customer's Subscription Services if specified in the Order. The terms applicable to the provision of Customer Care will be specified in the Order (either [Customer Care Agreement](#), [Managed Services & Support Agreement](#) or [Support Agreement](#)) Squiz will use reasonable endeavours to meet or exceed any applicable Service Levels. If Squiz fails to meet a Service Level, the consequences (if any) set out in the applicable agreement will apply. Customer Care may be provided by Personnel of a Squiz Affiliate located overseas, especially if required outside of normal business hours. Squiz Affiliate Personnel are bound by the same provisions in this agreement that relate to privacy, security and confidentiality.

1.3. Uptime: The [Uptime policy](#) sets out the service levels Squiz offers in relation to the Squiz SaaS DXP.

1.4. Trial Services and pre-release. Squiz may designate particular Subscription Services as being offered on a "trial," "evaluation," "not for resale," or another similar basis. Notwithstanding any other provision of these Terms, the Customer may only use such Subscription Services for the particular period and purposes as determined by Squiz, and not for any business purposes (use will be subject to Squiz's standard rates). Squiz may designate a particular Subscription Service as being offered on a "pre-release," "beta" or similar basis. Such a Subscription Service does not represent the final product and may contain bugs that may cause system or other failure and data loss. Squiz may choose not to release a production version of such a Subscription Service. The Customer must

promptly cease using such Subscription Service and destroy all copies of it if Squiz requests the Customer to do so, or if Squiz releases a production version of such Subscription Service.

1.5 Hosting: The Subscription Services are hosted on a platform provided by a third party. Squiz may change the third-party platform hosting provider provided that the change does not diminish the functionality or interrupt the provision of the Subscription Services.

1.6 Third-party services. You may choose to integrate third-party services into the Subscription Services. Your use of those third-party services and related third-party content is subject to separate terms and conditions between you and the relevant third-party service provider. Squiz is not responsible for any third-party services or third-party content that you choose to use and may access through the Subscription Service. Squiz will use third-party providers at its discretion, acting reasonably.

1.7. Artificial Intelligence (AI)

1.7.1 If you have opted to use AI within your Subscription Services, the following terms apply. The Customer's use of AI is contingent on its compliance with the Anthropic on Bedrock Terms of Service, which are available [here](#).

1.7.2 Squiz will ensure that the use of AI in the Subscription Services is subject to applicable data governance and management practices related to privacy, confidentiality, data integrity, data security, and responsible handling of personal information.

1.7.3 Squiz is not liable for the accuracy, disclosure, or use of information the Customer makes available to AI tools (this includes generative AI such as large language models (LLM) and recommendations based on personalisation) within your Subscription Service, provided that Squiz has complied with the agreed-upon tools to configure permissions within the Customer's platform. The parties may agree to amend the configuration permissions.

1.7.4 Squiz will never train or fine-tune models on Customer Data.

1.7.5 The Customer shall actively cooperate with Squiz to resolve any problems that occur in relation to its access to or use of AI, including, without limitation, providing any information and assistance that Squiz may reasonably require.

1.8 Data Backup: Unless specifically stated in an Order, the Subscription Services do not include data storage or archiving services. Squiz will back up hosted Customer Data every 24 hours and store the backed-up data for 30 days after which time it is deleted. The purpose of Squiz backing up Customer Data is for disaster recovery (if needed), not archival purposes. The Customer is solely responsible and liable for backup of its data for archival purposes. Squiz may charge for disaster recovery unless the need for disaster recovery was caused by Squiz.

1.9 Future availability of Subscription Services. Subject to the terms of an Order, where the Customer purchases particular Subscription Services for a specified term, Squiz commits to providing those Subscription Services for that term. Squiz does not provide any commitment regarding the future availability of any Subscription Services beyond the specified term, or that it will enter into any particular Order with the Customer.

1.10 Exclusion. The Subscription Service does not include any services related to the following (i) the correction of errors caused by, arising from or in connection with (a) the Customer's negligence, misuse or malpractice; or (b) the Customer's incorrect data entry, except where it can be shown that such incorrect data resulted from an error in validation routines which in normal circumstances would have prevented such erroneous data; or (c) an external system, network problem, third party software, inadequate hardware or issues relating to hardware; (ii) hardware maintenance, excluding

hardware that Squiz owns and operates; (iii) the Customer's scheduled downtime, or downtime otherwise caused by the Customer; or (iv) any other exclusion set out in the Order or Documentation, however, Squiz may agree to perform any of these services for the Customer, for an additional fee.

2. SECURITY AND DATA PRIVACY

2.1 Security and Internal Controls. In accordance with Squiz's [Security Annex](#) incorporated herein by reference, Squiz shall (i) maintain a security framework according to internationally recognized standards and practices safeguarding the Subscription Service and Customer Data; and (ii) ensure that its Personnel and Affiliates access and use the Customer Data solely to perform its obligations in accordance with these Terms. During the Subscription Period, Squiz will not diminish the protections contained in the [Security Annex](#) current for the Subscription Period.

2.2 In order to investigate and resolve incidents, Squiz monitors the use of the Services including tracking and retaining user logins and activity which is not anonymized.

2.3 Security Shared Responsibility Model: In recognition of each party's responsibility for maintaining compliant security standards, protecting data and preventing security incidents, the parties agree to comply with their responsibilities as set out in the [Security Shared Responsibility Model](#).

2.4 Data Privacy. In performing the Subscription Services, Squiz will comply with the Squiz [Privacy Policy](#) incorporated herein by reference. The Squiz Privacy Policy is subject to change at the discretion of Squiz, however, any changes will not result in a material reduction in the level of protection provided for the Customer Data during the Subscription Period. Where the Customer's use of the Subscription Services includes the processing of the Customer Data by Squiz which is subject to the General Data Protection Regulation (EU) 2016/679, such data processing by Squiz as a data processor will comply with the requirements of the aforementioned regulation and the parties will comply with the Squiz [Data Processing Agreement](#). Squiz shall process personal data on behalf of and in accordance with the Customer's instructions consistent with these Terms, the Squiz [Data Processing Agreement](#) and as necessary to provide the Subscription Service.

2.5 Data Center Region. The Customer may select the Data Center Region from those available for the applicable Subscription Services by making the appropriate nomination on the Order. Squiz will not move the selected Data Center Region without the Customer's written consent or unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas or court orders). The Customer consents to Squiz's storage of the Customer Data in, and transfer of the Customer Data into, the Data Center Region the Customer selects.

2.6 Compliance with Law. Squiz will comply with all laws applicable to the provision of the Subscription Services, including applicable security breach notification laws, but not including any laws applicable to the Customer's industry that are not applicable to information technology services providers generally.

2.7 Trust Center and Subprocessors: for detailed information about our security practices and a list of subprocessors, please visit our Trust Center at: <https://trust.squiz.net/>

3. YOUR OBLIGATIONS

3.1 Responsibilities. The Customer shall (i) access and use the Subscription Services in accordance with these Terms, applicable laws and government regulations and Squiz's [Acceptable Use Policy](#) which is incorporated herein by reference, (ii) provide us with all reasonable assistance and cooperation to provide the Subscription Service, including as may be set out in these Terms (iii) limit

use of API's to facilitating the continued hosting of Customer Data and the utilization of the Subscription Services, including necessary integration. (iv) use reasonable efforts to prevent unauthorized access to or use of the Subscription Service, (v) notify Squiz immediately of any such or suspected unauthorized access or use and agree to investigate the incident pursuant to a plan agreed by the parties, (vi) take reasonable steps necessary to ensure the security and compliance of the Customer Applications and (vii) cooperate with Squiz performing an audit to confirm compliance with these Terms.

3.2 Customer's users. The Customer may allow its Personnel to access and use the Subscription Services. The Customer is responsible for the access and use of the Subscription Services by its Personnel and must ensure that they comply with these Terms including the [Acceptable Use Policy](#). The Customer is also responsible for any access or use of the Subscription Services by any person using the Customer's access credentials or Customer Applications, and the acts and omissions of any such people will be treated as having been carried out by the Customer.

3.3 Customer testing. The Customer will provide Squiz at least 14 days written notice of any penetration testing, vulnerability testing/scanning or testing to identify security risks on the Subscription Service.

3.4 Customer Data. The Customer is solely responsible for the Customer Data, including (i) determining the Customer Data Squiz will host (ii) ensuring its accuracy, completeness, quality, integrity and reliability; (iii) defining and implementing appropriate security and access controls in the Subscription Services (and if the Customer does not do so, the Subscription Services may default to the least permissive setting); (iv) ensuring that the Customer's users know how to use and disclose Customer Data to others; (v) obtaining necessary consents to use and store the Customer Data within the Services; and (vi) obtaining all rights necessary to allow Squiz to use the Customer Data to provide the Services. Squiz recommends that the Customer backs up its Customer Data elsewhere (that is, outside of the Subscription Services).

3.5 Personal Identifiable Information (PII): The Subscription Services are accessed via a secure platform, allowing the Customer to process and store PII and adhere to privacy laws such as UK and EU GDPR, Privacy Act (1988) (Australia), Privacy Act 2020 (New Zealand) and US privacy legislation and regulations including the California Consumer Privacy Act (CCPA). Squiz is the data processor of customer PII by providing the technology platform that allows the Customer to process and store its data. By using the Subscription Services to process and store PII, the Customer remains responsible for all information management requirements as required by applicable privacy laws.

3.6 Sensitive Personal Information and PCI data. The Customer understands and accepts that Squiz is not HIPAA nor PCI DSS accredited and the Subscription Service may not provide legally required security or other protections for Sensitive Personal Information or payment card data. Therefore, notwithstanding anything to the contrary in this Agreement, Squiz will have no responsibility or liability for any Sensitive Personal Information or payment card data that you or your Personnel or those under your control or direction or acting on your behalf may voluntarily choose to input into the Subscription Services or otherwise provide to us in connection with the Subscription Services or our performance under this Agreement.

3.7 Restrictions. The Customer shall not or permit another person or entity to (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services; (ii) except as authorized by Squiz in writing, use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription

Services; (iii) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services or any part thereof or otherwise attempt to discover any source code or algorithm or modify the Subscription Services; (iv) undertake any benchmark or performance tests of the Subscription Services; (v) provide any third party with access to or the ability to use the Subscription Services, except as expressly permitted under these Terms.

3.8 Acceptable Use. The Customer must not use the Subscription Services to (i) store or transmit any malicious code or malware; (ii) harm, threaten, abuse, impersonate, menace or harass any person, or misrepresent the Customer's relationship with any person; (iii) publish any material that is false, defamatory, offensive, obscene or incites illegal activity; (iv) engage in chain letters, junk mails, pyramid schemes, phishing, spamming, or other unsolicited messages; (v) violate or infringe the privacy or intellectual property of any person; or (vi) otherwise breach any laws.

4. FEES AND PAYMENT

4.1 The Customer shall pay all fees specified in each Order or applicable tax invoice and any additional fees if the Customer exceeds the allotted capacity or other applicable limits specified in the Order. Except as otherwise specified (i) fees are payable in the local currency of the Squiz Contracting Party (ii) fees are based on Subscription Services and Support Services specified in the relevant Order; and (iii) payment obligations are non-cancellable and fees paid are non-refundable. Squiz will provide the Customer with reasonably detailed tax invoices. All amounts payable by the Customer pursuant to these Terms must be made without setoff or counterclaim and without any deduction or withholding.

4.2 Invoicing and Payment. Fees for Services specified in an Order will be invoiced annually in advance. Payment of the relevant invoice is due prior to commencement of the Subscription Period, unless otherwise specified. 30 day payment terms will apply if the Customer executes this Agreement at least 30 days prior to the commencement of the Subscription Period. Services will not be provided unless the relevant tax invoice is paid in full by the payment due date. If the Customer fails to pay any amounts due under an Order or these Terms by the due date, in addition to any other rights or remedies it may have under these Terms or at law, Squiz reserves the right to suspend the Services upon 7 days notice, until such amounts are paid in full.

4.3 Taxes. Fees for Services exclude all sales, value-added, goods and services, and other taxes and duties imposed with respect to the sale, supply, delivery, or use of any product or Services under these Terms. Unless the Customer provides a valid, signed certificate or letter of exemption for each respective jurisdiction of its tax-exempt status, the Customer is responsible for payment of all taxes, levies, duties, and assessments, including but not limited to value-added, goods and services, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, Taxes) arising in connection with these Terms, except any taxes assessed on Squiz's net income. If Squiz is required to directly pay or collect Taxes related to the Customer's use or receipt of the Services hereunder, the Customer agrees to promptly reimburse Squiz for any amounts paid by Squiz.

4.4 Fair Use. If your use of the Subscription Services exceeds the Consumption Parameters the Squiz [Fair Use Policy](#) will apply. During the Subscription Period, you may upon request switch to a higher tier plan at any time but not to a lower tier plan. Any unused allocated Usage Metric will be forfeited at the end of the Subscription Period.

4.5 Changes in Fees. Unless otherwise agreed, Squiz may change the pricing for Subscription Services for renewal of the Subscription Period.

5. PROPRIETARY RIGHTS

5.1 Squiz Materials. Except for the rights expressly granted under these Terms, Squiz and its licensors retain all rights, title and interests in and to Squiz Materials, including all related intellectual property rights therein. Squiz reserves all rights in and to the Squiz Materials not expressly granted to the Customer pursuant to these Terms. The Customer will not delete or in any manner alter the copyright, trademark and other proprietary notices of Squiz. For the avoidance of doubt, Squiz retains ownership of the Services and Documentation (including all Intellectual Property Rights therein, and any modification or derivative works of the foregoing). Squiz grants the Customer a right to access the Subscription Services solely for the Customer's internal business purposes during the Subscription Term.

5.2 Customer Data and Customer Applications. The Customer retains ownership of the Customer Data (including any Intellectual Property Rights in the Customer Data). The Customer grants Squiz the right to use the Customer Data to provide the Services. This includes the right to use, reproduce, distribute, modify (so as to better showcase the Customer Data, for example), and translate to provide the Services to the Customer and the Customer's users and to improve the Services.

5.3 Feedback. The Customer is not obliged to provide Squiz with any ideas, suggestions or proposals (Feedback) regarding any products or Services. However, if the Customer does so, then the Customer agrees that Squiz may use and disclose that Feedback, which may include commercializing that Feedback (for example, by improving or developing products or services).

5.4 Anonymized Information. Squiz may collect data about the Customer's use of the Services and may (i) compile statistical and other information related to the performance, operation, and use of the Services, and (ii) use, and share data from the Services environment in an aggregated form (which may be aggregated by sector, industry or customer size) for security and operations management, to create statistical analyses, benchmarking, marketing, and for research and development purposes (clauses i and ii are collectively referred to as Service Analyses). All data collected, used, and disclosed will be in aggregated form and will not identify the Customer or its users.

5.5 Squiz retains all Intellectual Property Rights in Service Analyses.

6. CONFIDENTIALITY

6.1 Restrictions on use and disclosure. The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of performing its obligations and exercising its rights under these Terms. Subject to section 6.2, the Receiving Party must keep the Disclosing Party's Confidential Information confidential.

6.2 Exceptions. The Receiving Party may disclose the Confidential Information of the Disclosing Party (a) to its Personnel, Affiliates and Professional Advisers who need to know such information, provided that the Receiving Party ensures that those Personnel, Affiliates, Professional Advisers, auditors and insurers keep such Confidential Information confidential in accordance with this Section 6; (b) to the extent required by Law or (c) with the prior written consent of the Disclosing Party.

6.3 Protection of Confidential Information. The Receiving Party must take reasonable steps to protect the Confidential Information of the Disclosing Party against unauthorized use or disclosure, and in any event, must take steps at least as stringent as those used by the Receiving Party to protect its own Confidential Information.

6.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party (i) provides prompt written notice to the extent legally permitted, (ii) provides reasonable assistance, at the Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure, and (iii) limits disclosure to that required by law, regulation or legal process.

6.5 Return of Confidential Information. Upon termination or expiration of these Terms and upon request, the Receiving Party must immediately return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control.

6.6 The Receiving Party may retain appropriately secured Confidential Information if it is necessary to retain it: (i) for technical and archival reasons (e.g. backups and archives of e-mail) or (ii) to safeguard the interests of the parties (fulfilment of legal and regulatory obligations, audit, litigation, pursuing claims against the other Party).

6.7 Right to injunctive relief. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for a breach of its obligations under this section 6 and that the Disclosing Party will be entitled, without waiving any of its other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction if any such breach occurs.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Squiz Representations & Warranties. Squiz represents and warrants (i) the Subscription Services will materially conform with the relevant Documentation and (ii) the functionality and security of the Subscription Services will not be materially decreased during the Subscription Period.

7.2 Remedies. If there is a breach of a warranty, the liability of Squiz and the Customer's sole and exclusive remedy shall be for Squiz, in the case of a breach of the warranty set forth in Section 7.1 (i) and (ii), to use commercially reasonable efforts to correct such failure. If the foregoing remedy is not commercially practicable, Squiz may, in its sole discretion, terminate the applicable Order upon providing the Customer with written notice thereof, and, as the Customer's sole and exclusive remedy, refund to the Customer (a) in the case of breach of the warranty set forth in Section 7.1(i) or (ii), any Subscription Services fees paid by the Customer with respect to the unexpired portion of the current Subscription Period for the non-conforming Subscription Services.

7.3 Customer Representations & Warranties. The Customer represents and warrants that (i) it has the legal authority to accept and be bound by these Terms, and (ii) it will use the Services in accordance with these Terms and in compliance with all applicable laws, rules and regulations.

7.7 Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND THE CUSTOMER'S USE OF THE SOFTWARE IS AT ITS OWN RISK. SQUIZ MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SQUIZ HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. NOTHING IN THESE TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY, OR GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION, IMPLIED OR IMPOSED BY ANY LEGISLATION WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

8. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

8.1 Upon notification of a claim arising from alleged infringement or misappropriation of the Intellectual Property Rights of a third party arising from the Customer's use of the Subscription Services, Squiz will take steps to defend such claim provided that the Customer gives Squiz sole control of the defense and any settlement. In addition to the aforementioned and in Squiz's sole discretion and at no cost to the Customer, Squiz may (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching Squiz's warranties hereunder, (ii) obtain on the Customer's behalf a right to use the Subscription Services in accordance with these Terms, or (iii) terminate the Customer's subscription/s for such Subscription Services and refund to the Customer any prepaid fees covering the remainder of the term of such Subscription Period after the effective date of termination. Notwithstanding the foregoing, Squiz shall have no obligation to indemnify, defend, or hold the Customer harmless from any Claim against the Customer or to the extent any claim arises from (i) the Customer Data or the Customer Applications, (ii) use by the Customer after notice by Squiz to discontinue use of all or a portion of the Subscription Services, (iii) use of Subscription Services by the Customer in combination with equipment or software not supplied by Squiz where the Subscription Service itself would not be infringing, (iv) or the Customer's breach of these Terms.

9. INDEMNIFICATION BY CUSTOMER

9.1 The Customer shall indemnify, defend and hold Squiz harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit or proceeding made or brought against Squiz or its Affiliate by a third party alleging that the Customer Data or the Customer Application violates applicable law or a third party's rights (a Claim Against Squiz); provided that Squiz (a) promptly gives the Customer written notice of the Claim Against Squiz; (b) gives the Customer sole control of the defense and settlement of the Claim Against Squiz (provided that the Customer may not settle any Claim Against Squiz unless the settlement unconditionally releases Squiz of all liability); and (c) provides to the Customer all reasonable assistance, at the Customer's expense.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. OTHER THAN THE CUSTOMER'S OBLIGATION SET FORTH IN SECTION 9 (INDEMNIFICATION BY CUSTOMER), AND TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY RELATING TO THESE TERMS(WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES IN RESPECT OF WHICH THE RELEVANT CLAIM RELATES, UNDER THE APPLICABLE ORDER, IN THE 12 MONTHS PRECEDING THE FIRST RELEVANT EVENT THAT GIVES RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE, NOT PER INCIDENT.

10.2 Exclusion of Consequential and Related Damages. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, OR FOR ANY PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEABLE AND WHETHER OR NOT A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term. These Terms will come into effect on the Effective Date specified in the Order and will continue for the term stated in the Order, if any, until the expiry date specified in the Order. If not

specified in an Order the Term will continue for subsequent one-year periods unless otherwise terminated in accordance with these Terms.

11.2 Automatic Renewal of Subscription Services. The Subscription Services shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal to the other party at least 60 days prior to the end of the then-current Subscription Period or an Order provides otherwise.

11.3 Termination. A party may terminate the Subscription Service (or, at such party's option an individual Order affected by the applicable breach), for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30 day notice period, or (ii) automatically if the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Termination results in the termination of all then-current Orders.

11.4 Effect of Termination: Upon termination for cause by the Customer and upon the Customer's written request, Squiz shall refund, on a pro-rata basis, any fees paid thereunder that cover the remainder of the applicable Subscription Period after the effective date of termination. Upon termination for cause by Squiz, all amounts owed by the Customer thereunder shall become due and payable. In no event shall any termination relieve the Customer of the obligation to pay all fees payable to Squiz for the period prior to the effective date of termination.

11.5 Suspension. Squiz may suspend Customer's use or access to the Subscription Services if, in our reasonable opinion (i) a serious threat to the performance, functionality or security of the Subscription Services is about to occur and suspension is necessary to address that threat; or (ii) the Customer is in breach of these Terms. This does not prevent Squiz from taking any other action in relation to the breach.

In the case of (i) above Squiz will use reasonable endeavors to lift the suspension as soon as the threat has been adequately addressed.

11.6 Data Portability and Deletion. Upon request made by the Customer within 30 days of termination or expiration of the Subscription Services, Squiz will make the Customer Data and the Customer Applications in the Subscription Services available to the Customer for export or download. At the end of such 30-day period, Squiz may delete or otherwise render inaccessible any Customer Data and the Customer Applications, unless legally prohibited. Squiz has no obligation to retain the Customer Data for the Customer after this 30-day post-termination period.

11.7 Survival. Section 5 (Proprietary Rights), 6 (Confidentiality), 7.4 (Disclaimer), 9 (Indemnification by Customer), 10 (Limitation of Liability), 11.4 (Effect of Termination), 11.6 Data Portability and Deletion, 11.7 (Survival) 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions), 14 (Definitions) and any other rights and obligations of the parties hereunder that by their nature are reasonably intended to survive termination or expiration, shall survive any termination or expiration of these Terms.

12. NOTICES, GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION

12.1 Notice. A notice, consent or other communication sent pursuant to these Terms is only effective if it is in writing, signed by, or on behalf of the party giving it and it is received in full and legible form at the addressee's address or email address. It is regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a Business Day or after 5.00 pm on a Business Day it is regarded as received at 9.00 am on the following Business Day. A party's address and email address are those set out in the Order, unless the party has notified a changed

address or email address, then the notice, consent, approval or other communication must be to that address or email address.

12.2 Squiz Contracting Party. The Squiz contracting party means the party identified in the table below, based on the Customer's account country (the country of the entity that holds the Customer's account). If the Customer changes its account country to a different Squiz Contracting Party as set out below, the Customer agrees that these Terms are novated to the new Squiz Contracting Party without any further action required by either party, unless required by Squiz.

Account Country	Squiz Contracting Party
North America	Squiz Inc
Any country within the United Kingdom or Europe	Squiz UK Ltd Squiz Scotland Ltd (for customers based in Scotland)
New Zealand	Squiz Limited
Any other country	Squiz Australia Pty Ltd

12.3 Governing Law and Jurisdiction. For each Squiz contracting party, the laws and courts are set forth in the following table:

Squiz Contracting Party	Governing Laws	Governing Courts
Squiz Inc	The laws of New York	The courts in the district of New York
Squiz UK	The laws of England and Wales	The courts of England and Wales

Squiz Scotland Ltd	The laws of Scotland	The courts of Scotland
Squiz Limited	The laws of New Zealand	The courts of New Zealand
Squiz Australia Pty Ltd	The laws of NSW	The courts of NSW and the Commonwealth of Australia

12.4 Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of the venue of any such civil action or legal proceeding in such court. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to the provision of the Services.

12.5 The parties acknowledge that any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such party's or third party's intellectual property rights might cause the other party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages.

12.6 Dispute Resolution. If there is any dispute arising out of or in connection with these Terms:

12.6.1 the parties must then meet to discuss and attempt to resolve the dispute.

12.6.2 the party raising the dispute must notify the other party in writing that a dispute exists, with sufficient detail to enable the dispute to be considered (Dispute Notice); and

12.7 If a dispute is not resolved within 10 Business Days after the date of the Dispute Notice, then either party may notify the other party that it wishes to refer the dispute to each party's senior executives to resolve the dispute. If such a notice is given, then each party must nominate a senior executive to seek to resolve the dispute. The meeting between the parties' senior executives must occur within 5 Business Days of the notice described in this paragraph. If a dispute is not resolved within 5 Business Days of the meeting of the parties' senior executives, then either party may refer the dispute to mediation. The mediation must be conducted in the city of the appropriate Squiz Contracting Party, and the mediation is to be administered by the following bodies:

Squiz Contracting Party	Location	Dispute Resolution Body
Squiz Inc	New York, New York	Alternative Dispute Resolution Committee

Squiz UK Ltd	London, England	The Chartered Institute of Arbitrators
Squiz Scotland Ltd	Edinburgh, Scotland	Scottish Arbitration Centre
Squiz Limited	Wellington, New Zealand	Arbitrators and Mediators Institute of New Zealand
Squiz Australia Pty Ltd	Sydney, NSW	Law Society of NSW

12.8 Nothing in this clause prevents either party from commencing any proceedings at any time for urgent interim relief in any court or tribunal having jurisdiction over such action or proceeding. A party may not start court proceedings (except for urgent relief as described in this clause) until:

12.8.1 both the escalation process and mediation described in this clause have come to an end (and, for clarity, if neither party refers a dispute to mediation, then a party may not start court proceedings in respect of that dispute); or

12.8.2 a party breaches this clause.

12.9 Obligations continue. Each party must continue to perform its respective obligations pursuant to these Terms, including payment of fees, pending the resolution of a dispute.

13. GENERAL PROVISIONS

13.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of the other party's Personnel in connection with these Terms. If a party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party.

13.2 Federal Government End Use Provisions (only applicable for the U.S.). If the Services are being or have been acquired with U.S. Federal Government funds, or the Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Services, or any related documentation of any kind, including technical data, manuals or Squiz Property is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995), as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the software and Services with only those rights set forth in these Terms and any amendment hereto.

13.3 Publicity: Subject to obtaining Customer consent, Squiz may identify the Customer as a client and use the Customer's name and logo in any medium for promotion, publicity, or marketing purposes.

13.4 Subcontracting. Squiz's Affiliates and its Authorized Contractors may perform certain aspects of the Services provided that Squiz remains liable for the acts and omissions of its Affiliates and

Authorized Contractors in relation to the Services and is responsible for ensuring that any of Squiz's obligations pursuant to these Terms performed by its Affiliates and its Authorized Contractors are carried out in accordance with these Terms.

13.5 Relationship of the Parties. The parties agree that they are independent contractors and that these Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

13.7 Waiver. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right.

13.8 Force Majeure. Neither party shall be liable under these Terms for delays or failures to perform the Services or comply with these Terms due to causes beyond its reasonable control. Such delays include but are not limited to, denial of service attack, malicious damage or attack, interruptions or failures of the internet or third-party service providers, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than thirty (30) calendar days, then either party may terminate the Subscription Service upon written notice to the other party.

13.9 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

13.10 Assignment. You may not assign or novate these Terms or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Squiz, which consent may not be unreasonably withheld.

13.11 Changes. Squiz may make changes to these terms and the incorporated and referenced documents from time to time without notice to the Customer by posting the revised terms on its website. Any changes will not reduce or eliminate the functionality of the Subscription Services.

13.12 Changes to an Order will require and shall become effective only when fully documented in a written change order (each a Change Order) signed by duly authorized representatives of the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders shall be deemed part of, and subject to, these Terms.

13.13 Entire Agreement. These Terms constitute the entire agreement between the parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning or relating to the same. To the extent of any conflict or inconsistency between the provisions of any Order, the Documentation or any other part of these Terms, then (i) the terms of the Order, shall prevail over the Documentation and any other part of these Terms this, and (ii) the terms of the Documentation shall prevail over any other part of these Terms (excluding the Orders). Notwithstanding any language to the contrary therein, no terms or conditions stated in any purchase order, remittance advice, acceptance certificate payment system, other order documentation or another document that the Customer provides to Squiz (excluding

Orders) shall be incorporated into or form any part of these Terms, and all such terms or conditions shall be null and void.

14. DEFINITIONS

14.1 Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes hereof, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

14.2 API (Application Programming Interface) means a set of software interfaces, protocols and specifications that enables software applications to communicate with each other to exchange data, features and functionality.

14.3 Authorized Contractors means independent contractors, licensors or subcontractors that assist Squiz in the delivery of the Services.

14.4 Confidential Information means in relation to the Disclosing Party, information that (i) is by its nature confidential; (ii) is designated by the Disclosing Party as confidential; or (iii) the Receiving Party knows or ought to know is confidential, and includes: (iv) information comprised in or relating to any Intellectual Property Rights of the Party; (v) information relating to the financial position of the Disclosing Party and in particular includes information relating to the assets or liabilities of the Disclosing Party and any other matter that does or may affect the position or reputation of the Disclosing Party; (vi) information relating to the internal management and structure of the Disclosing Party, or the personnel, policies and strategies of the Disclosing Party; (vii) information of the Disclosing Party to which the Receiving Party has access other than information referred to in (iv), (v) and (vi) that has any actual or potential commercial value to the Disclosing Party or to the person or corporation which supplied that information; (viii) where the Customer is the Disclosing Party, information relating to the policies, strategies, practices and procedures of the Disclosing Party in our possession; and (ix) information in the Receiving Party's possession relating to the Disclosing Party's clients or suppliers, and like information but does not include information that: (x) is published or has otherwise entered the public domain without a breach of this Agreement; (xi) is obtained from a third party who has no obligation of confidentiality to the Disclosing Party; or (xii) is independently developed or obtained without breach of this Agreement.

14.5 Customer Applications means all software programs that the Customer uses on the platform comprising part of the Subscription Services. Subscription Services do not fall within the meaning of the Customer Applications.

14.6 Customer Care also known as Support Services means the level of support services purchased by the Customer pursuant to an Order.

14.7 Customer Data means all data, records, files, images, graphics, audio, video, photographs, reports, forms and other content and material, in any format, that are submitted, stored, posted, displayed, transmitted or otherwise used by the Customer or any of its users, with the Subscription Services.

14.8 Data Center Region refers to the geographic region in which the Customer Data is hosted .

14.9 Disclosing Party is the party disclosing Confidential Information to the Receiving Party.

14.10 Documentation means Squiz's product guides and other end-user documentation for the Subscription Services available online and through the help feature of the Subscription Services, as may be updated by Squiz from time to time to reflect the then-current Subscription Services. The Documentation also includes the Customer Care Agreement, Acceptable Use Policy, Security Annex, and Privacy Policy.

14.11 Effective Date means, in respect of an Order, the date that Order commences, as stated in that Order.

14.12 Intellectual Property Rights means all copyright, trademark rights, patent rights, design rights or any other intellectual property rights subsisting in software, source and object codes, scripts, records, documents, specifications, plans, program listings, calculations, or drawings provided to the Customer.

14.13 Order means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Squiz and the Customer from time to time, including any Statement of Work also referred to as an SOW, variation to an existing agreement, addenda and supplements thereto. An Order is not entered into by the parties until Squiz has accepted the Order submitted by the Customer.

14.14 Personnel means agents, employees, consultants and subcontractors of a party.

14.15 Professional Advisers means a party's lawyers, attorneys, auditors, accountants, insurer and financial advisors.

14.16 Receiving Party is the party receiving Confidential Information from the Disclosing Party.

14.17 Sensitive Personal Information means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (iii) any other personal data of an EU citizen deemed to be in a "special category" (as identified in the EU General Data Protection Regulation, UK GDPR or any successor Laws); (iv) information defined as 'sensitive information' pursuant to the Privacy Act 1988 (Australia) or similar local laws.

14.18 Security Annex means the document at <https://www.squiz.net/policies/squiz-security-annex>.

14.19 Services means the Subscription Services, Support Services and any additional services that the Customer may purchase under an Order.

14.20 Service Level means the applicable service levels set out in the applicable Support Services Agreement.

14.21 Squiz Contracting Party means the Squiz entity named in the Order.

14.22 Squiz Materials means any software, documentation or other material or documents in whatever form that Squiz provides to Customer, including any Subscription Services, Services and any other materials that are created by or on behalf of Squiz in connection with these Terms.

14.23 Subscription Services means the software services provided by Squiz and accessed by the Customer via a third-party cloud platform or another platform as defined in an Order, as ordered by the Customer under an Order.

14.24 Subscription Period means the term of Subscription Services purchased by the Customer which shall commence on the start date specified in the applicable Order and continue for 12 months or the subscription period specified therein including any renewal periods unless terminated in accordance with these Terms.

14.25 Usage Metrics means the measurement used for determining the volume of Subscription Services the Customer can use which may be set out in an Order.

Customer Care Agreement

1. Introduction

- 1.1. This Customer Care Agreement describes the Customer Care Squiz will provide a Customer during a Subscription Period. Further terms and details may be included in the Order. Capitalized words not defined in this agreement will have the same meaning as those ascribed in the Subscription Agreement.
- 1.2. A Core Customer Care subscription includes unlimited Support and Maintenance Tasks and 24/7 Incident Management which is provided pursuant to this Customer Care Agreement, subject to the Customer's payment of fees.
- 1.3. Additional Support and Maintenance Tasks, and other Customer Care Add-On services may be provided if specified in an Order. These services are subject to the Customer's payment of fees as set out in the Order.
- 1.4. This agreement only applies where Squiz is the contracted hosting provider.

2. How can I access Customer Care?

- 2.1. The Customer can access Customer Care by:
 - 2.1.1. logging a request in the Squiz Customer Portal (<https://my.squiz.net/>)
 - 2.1.2. telephoning the Customer Care Hotline, details can be found here <https://www.squiz.net/contact>)
 - 2.1.3. accessing the Help Center to view forums, e-learning courses, product guides and release notes.
 - 2.2. Each request logged should be confined to one Customer Care issue. If more than one Customer Care issue is raised in a request, Squiz will separate the issues and treat each issue as a separate request for Customer Care.
3. How do I know if I need to log an Incident Ticket or a Service Request?
- 3.1. An Incident Ticket should be logged if you need assistance with an Incident.
 - 3.2. A Service Request should be logged when assistance is required for a Support & Maintenance Task or a Small Enhancement.

- 3.3. Please note that the Customer Care provided pursuant to this agreement does not include large system architectural changes and complex work that requires scheduling across multiple resources.
- 3.4. Squiz will be the sole arbiter of whether a ticket is a Service Request or an Incident ticket. If you log a ticket incorrectly, Squiz will let you know.

4. Customer Care Add-Ons (Optional)

- 4.1. Customer Care Add-On services may be provided as described in an Order for an additional fee. Customer Care Add-on services may include but are not limited to:
 - 4.1.1. Custom Reporting and Ticket Management;
 - 4.1.2. Special Event Support (Hypercare);
 - 4.1.3. Audits and drills;
 - 4.1.4. Custom requirements;
 - 4.1.5. Instructor-led training and training needs analysis;
 - 4.1.6. Consultation and staff augmentation services, and
 - 4.1.7. Service Packs (for Small Enhancements or project work).
- 4.2. A list of Add-On services and fees can be made available on request.

5. Service Level Commitments

- 5.1. This section sets out Service Level Commitments (Response Time) and the Priority Levels for Customer Care (please see table below)
- 5.2. Squiz will determine the priority level assigned to an Incident based on the information provided by the Customer, Squiz's assessment of the Incident, and its impact on the Customer.
- 5.3. The Response Time Guarantee can only be met if the Incident Ticket contains the minimum information Squiz requires to take action on the Incident. If the Incident Ticket does not have the minimum required information, Squiz will seek further information from the Customer and respond to the Incident after it is received. Calculation of the Response Time Guarantee will commence when Squiz has sufficient information to act on the Incident.
- 5.4. Squiz's response to Incidents will be commensurate with the Priority Level assigned to the Incident.
- 5.5. Squiz will work as efficiently as possible to resolve Incidents or provide a workaround.
- 5.6. The Response Time Guarantee will be deemed void if:

- 5.6.1. the Customer does not permit Squiz to access the Applicable Environment remotely; or
- 5.6.2. Authorized Customer Care Contacts cannot be contacted.
- 5.7. Upon resolving an Incident, Squiz will update the Incident Ticket, assign it back to the Customer, and request confirmation of resolution. If the Customer does not confirm the resolution of the Incident Ticket within 3 Business Days of Squiz requesting confirmation, then Squiz will mark the Incident Ticket as closed.

Priority Level for Support	Response Time Guarantee	Resolution Time Target
INCIDENT TICKETS		
P1 Critical A full site outage or a severe performance issue that prevents usage of the site or Squiz products A severe user experience issue No workaround is available	30 Minutes	2 Hours
P2 High Major functionality failure impacting the use of Squiz DXP platform/ product Major performance issue Major user experience issue No workaround or a short-term workaround is available	90 Minutes	1 Business Day

P3 Moderate Minor functionality issue which does not critically impact business processes Minor performance issue Workaround is available	1 Business Day	3 Business Days
P4 Low Cosmetic issues such as a spelling mistake or misalignment of buttons Issue relating to the look and feel of the product and is not impacting business operations	3 Business Days	10 Business Days
SERVICE REQUESTS	No guarantee, response time is usually 48 hours	To be advised once assessed by Squiz

6. Support & Maintenance Tasks

- a. The following types of assistance may be requested as a Support & Maintenance Task as part of the Core Customer Care subscription:
 - i. Triage services & handoffs;
 - ii. Platform & computer maintenance;
 - iii. OS & security patching;
 - iv. Bug diagnosis;
 - v. How to questions;
 - vi. Emergency WAF rules;
 - vii. SSL Certificate Renewals;
 - viii. Licence key renewals;

- ix. Implementation problem diagnosis & quick fixes (a fix that takes up to half a day of effort);
- x. IP address whitelisting/blacklisting
- xi. Caching enquiries;
- xii. Spam resolution (forms & emails);
- xiii. File upload virus scanning enquiries;
- xiv. Post-Upgrade problem diagnosis & quick fixes;
- xv. Environment provisioning & decommissioning;
- xvi. Occasional user account adds, deletions & changes;
- xvii. MySquiz contact updates;
- xviii. Training enquiries;
- xix. DNS changes;
- xx. Server level redirects;
- xxi. Standard information requests;
- xxii. Syncing between environments (MATR or FB); and
- xxiii. Ballpark work estimates.

7. Service Credits

- a. If Squiz fails to meet a Service Level Commitment in response to an Incident, Squiz shall pay the Customer a Service Level Credit in recognition of the diminished service value, unless a Force Majeure event has caused the failure to meet a Service Level.
- b. To receive a Service Level Credit, Customers must log a Service Request through the Squiz Customer Portal (<https://my.squiz.net/>) within 28 days of the Incident, which must include:
 - 1. the words "SLA Credit Request" in the subject line; and
 - 2. the dates and times of each Incident relating to the claim.
- c. The payment of a Service Level Credit will be the Customer's sole and exclusive remedy for a failure to meet the Service Level.
- d. The Service Level Credit will be paid in the month following the notification of the failure to meet the Service Level.
- e. Customers who submit a Service Request requesting a Service Level Credit more than 28 days after an Incident will not receive a Service Level Credit.
- f. Service Credits are not payable for resolution of Service Requests.
- g. An accepted Service Credit is a percentage of the annual Subscription fee calculated monthly and capped at 1% of the equivalent of the monthly Subscription fee. A Service Credit is payable if more than one Service Level

Commitment is not met in a month. The Service Credit is applied for recurring customers upon renewal of their Subscription Agreement.

8. Customer Obligations

- a. To be entitled to Support, the Customer must:
 - i. ensure that all Authorized Support Contacts:
 1. have a basic understanding of the issue that is the subject of the Incident, and the ability to reproduce the problem to assist Squiz in diagnosing and triaging the Incident.
 2. understand that Squiz must be able to reproduce any errors to be able to solve them;
 3. can assist Squiz in analyzing and resolving any issue;
 4. have attended any training required by the Customer and training provided by Squiz;
 - ii. Oversee the Customer's Incident Ticket activity and act under Squiz's instructions to resolve Incident Tickets.
 - iii. Continuously maintain and update their environment as the Vendor recommends to maintain system stability.
 - iv. Ensure that before logging an Incident Ticket, it has deployed any troubleshooting procedures it has in place and attaches evidence of the same to the Incident Ticket.
 - v. Approve payment for any add-on services to be provided by Squiz.
 - vi. Submit and/or approve any account-level requested changes/updates.
- b. As soon as practicable, the Customer will advise Squiz of any changes to its Authorized Customer Care Contacts. Until it is advised of a change, Squiz will treat all known Authorized Customer Care Contacts as being authorized to carry out the above activities. Squiz will not be liable for any loss or damage arising from a Customer failing to notify Squiz that someone is no longer an Authorized Customer Care Contact.

9. Squiz Support obligations

- a. Squiz will provide the Customer with Customer Care for Subscription Services according to the terms of this agreement, the Order and the Subscription Agreement.
- b. Squiz may refuse to provide Customer Care if it reasonably determines that the Incident is not attributable to a failure of the Subscription Services or Squiz's performance.

- c. Unless otherwise agreed, the Customer can access Customer care 24/7; however, only Incident Support is provided 24/7. Customer Care Add-Ons and Support & Maintenance will be provided during Business Hours.

10. Exclusions

- a. Squiz is not obliged to provide Customer Care to the extent an Incident arises from:
 - i. misuse or unauthorized modifications to the Subscription Services;
 - ii. third-party Platforms or other third-party systems;
 - iii. trials and beta programs or other free or evaluation use; or
 - iv. professional services deliverables.

11. Language

- a. All Customer Care is provided in English.
- b. Customer Care in other languages may be provided subject to a prior arrangement.

12. Changes to Customer Care

- a. Squiz may modify the Customer Care offering occasionally, provided the Service Level will not materially decrease during the Subscription Period.

13. Definitions

- a. Any words capitalized but not defined below have the same meaning as used in the Subscription Agreement.

Applicable Environments refer to the Subscription Services and the instance where either Customer Care is needed or an incident occurs. (example: Production Sites, UAT Sites)

Authorized Customer Care Contact/s means users the Customer identifies as primary liaisons with Squiz for Customer Care.

Business Hours means 8:30am-5pm local time, Monday through Friday excluding local public holidays.

Customer means the entity specified in the order, agreement, or statement of work purchasing the Subscription Services.

Customer Care means assistance Squiz provides to the Customer via the Squiz help desk facility and as described in this Agreement concerning an Incident or a Service Request.

Customer Portal means the staffed support portal Squiz provides to support Customer's Authorized Customer Care Contacts used to report a case (Incident or Service Request), respond to a Squiz question and/or follow up on these tickets.

Force Majeure means any causes beyond the reasonable control of a party.

Such delays include but are not limited to denial of service attacks, malicious damage or attack, interruptions or failures of the internet or third-party service providers, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the delayed party's reasonable control.

Incident means the events listed in Section 5 Service Level Commitments table under P1 Critical, P2 High, P3 Moderate and P4 Low.

Incident Ticket means a request for assistance concerning the use of the Subscription Services arising from an Incident.

24/7 Incident Management includes:

- a. 24 x 7 monitoring
- b. Incident resolution
- c. Incident Response time guarantee
- d. Incident Resolution time targets

Response Time Guarantee means the time Squiz guarantees to respond to an Incident Ticket, failing which the customer may claim a Service Level Credit.

Resolution Time Target means the time Squiz aims to resolve an Incident Ticket, corresponding to the time allocated to it by priority level. Resolving an Incident Ticket includes providing a solution, which may be a workaround or a permanent solution.

Priority Level relates to the categories by which Squiz assesses the importance or urgency of an Incident and assigns it to the Incident.

Service Level means the level of Customer Care Squiz agrees to provide the Customer and the response times set out in the "Service Level Commitments" Section, excluding resolution time targets.

Service Credit is a credit in the Customer's local currency, calculated as set forth herein, that Squiz may credit back to an eligible Subscription Services account due to a failure to meet a Service Level.

Service Packs are discounted pre-paid bundles of time, purchased pursuant to a Customer Care agreement or independently, that are applied to the delivery of Small Enhancements or project work. Service Packs expire at the earlier of (i) their exhaustion or (ii) 12 months from the date of invoicing. A 100% premium will be applied if services provided under a Service Pack are provided at the Customer's premises or outside Business Hours.

A list of Service Pack types can be provided upon request.

Service Request is a request for any kind of assistance not arising from an Incident

(disruption of service) that is not subject to Service Levels and may be subject to additional charges. Service Pack time will be applied for Service Requests that are not Support & Maintenance Tasks.

Small Enhancement is a request to make a small change that:

- a. is not a Maintenance & Support Task; and
- b. takes less than half a day to implement, test & deploy.

Support & Maintenance Tasks are defined in section 6 above.

Squiz means the Squiz entity specified in the Order or statement of work offering the Subscription Services.

Subscription Services means the subscriptions (including any add-ons) purchased by the Customer pursuant to an agreement, order or statement of work.

Vendor means any person or entity that supplied the software, services or hardware used with the Subscription Services.

Uptime Policy

Squiz uses commercially reasonable efforts to provide a Monthly Uptime Percentage of 99.9% for the availability of digital experiences served by the Squiz SaaS DXP.

Downtime is the total number of minutes within a calendar month during which the Squiz SaaS DXP is unavailable to respond to valid requests for published content and data via the Squiz Content Delivery Network (CDN) as measured by the Squiz SaaS DXP monitoring service.

Downtime excludes any time that the Squiz SaaS DXP is subject to:

1. Scheduled maintenance;
2. Critical risk mitigation to resolve urgent issues such as security vulnerabilities and denial of service attacks;
3. Outages caused by the customer or third parties including Squiz partners;
4. Factors outside of Squiz's reasonable control, including any force majeure event and internet access or related problems beyond the demarcation point of Squiz;
5. Customer not complying with Squiz policies, including the Acceptable Use Policy;
6. Suspension or termination of your Squiz services.

The Monthly Uptime Percentage is calculated using the following formula:

(Maximum Available Minutes - Downtime) / Maximum Available Minutes X 100

For example, if a digital experience suffers downtime of 40 minutes within a 30-day calendar month (43,200 minutes), uptime would be calculated as $(43,200 - 40) / 43,200 \times 100$, which equals 99.90%.

If Squiz fails to meet the Monthly Uptime Percentage, Squiz shall pay the Customer a Service Level Credit in recognition of the diminished service value, provided the Customer's account is paid up to date.

To receive a Service Level Credit, Customers must log a Service Request through the Squiz Customer Portal (<https://my.squiz.net/>) within 28 days of the failure to meet the Monthly Uptime Percentage, which must include:

- the words "SLA Credit Request" in the subject line; and
- the dates and times of the failure to meet the Monthly Uptime Percentage.

The payment of a Service Level Credit will be the Customer's sole and exclusive remedy for a failure to meet the Monthly Uptime Percentage.

The Service Level Credit will be paid in the month following the notification of the failure to meet the Monthly Uptime Percentage,

Customers who request a Service Level Credit more than 28 days after failing to meet the Monthly Uptime Percentage, will not receive a Service Level Credit. Squiz is the final arbiter in determining whether a request qualifies for a Service Level Credit.

Actual Percentage Uptime	Percentage of monthly Cloud Hosting Fee creditable to the Customer
100% to 99.9%	0%
Less than 99.9% but greater than or equal to 98%	10%
Less than 98.%	20%

Security

Leading organisations around the world trust Squiz with securing their digital experiences. We embed security from start to finish in everything we do.

Certifications and attestations

With over 20 years of experience partnering on digital projects, and 24/7 local support, you can be confident that we're invested in your success.

 ISO 27001 certifies the confidentiality, integrity and availability of Squiz and our client information.	 CSA STAR provides the assurance that Squiz implements security best practices to all its services.	SOC2 Squiz holds SOC 2 Type 1 accreditation and operates according to the SOC 2 framework, ensuring data remains secure, available, and confidential.
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Security overview

Squiz Cloud

Learn how Squiz manages cyber threats and the security capabilities Squiz Cloud hosting can provide for your organization.

[Learn more](#)

Squiz SaaS Platform

Discover how Squiz DXP architecture provides a highly available, fault-tolerant, and secure solution to its customers.

[Learn more](#)

Data security

Hosting

We leverage AWS security features and varied certified data centre providers to improve redundancy.

Hardening

Our infrastructure is provisioned using vendor and CIS benchmarks to minimise vulnerability.

Least privilege

We use a role-based access model to easily limit access to only those who need it.

Encryption

Our solutions allow encryption at REST when required, and protect the information in transit with TLS encryption.

Data centre protection

Data centres are protected with 24/7 security personnel, closed-circuit television cameras, secure authentication systems, redundant power and cooling, etc

PCI DSS

Where requested, Squiz can provide hosting aligned to PCI DSS v3 for customers that process credit card information.

Product security

Development

Our web solutions are built considering current threats using frameworks like OWASP.

Data segregation

Customer data is stored in silo and separated from other customers.

Application access

You control access of the users, using your instance of our solutions.

BYOK

Bring your own key (BYOK) allows you to use your own SSL certificates for encryption in transit.

Risk-based approach

Security testing

Squiz commissions independent penetration tests against the Services on an annual basis.

Vulnerability scans

Automated network scans run on a daily basis to detect anomalous network configurations, with appropriate processes to catch exceptions and undertake remediation.

Monitoring

Squiz undertakes proactive monitoring of third party vulnerabilities that would impact its services and/or products.

Backup & restore

Data is backed up on a nightly basis and replicated offsite. A process ensures the ability to restore customer data in the event of a disaster or a significant data corruption event.

High availability

Our AWS hosted solutions ensure it is always available using the latest AWS availability features across multiple availability zones.

Region based

Choosing one of our locations, means your data remains within that region.

Squiz SaaS Platform security overview

Platform overview

Squiz DXP architecture has been built on AWS cloud hosting services to provide a highly available, fault-tolerant, and secure solution. We are combining the security of certified AWS services with the Squiz ISO27001-certified and SOC 2 Type 1 accredited environment to deliver a first-in-class SaaS platform.

This results in a robust solution with a 99.95% uptime with built-in fault tolerance using load balancing and resilience across multiple availability zones. Coupled with Squiz's mature information security management system that assesses risk, and continuously remediates vulnerability through implementing multiple layers of security.

Security at Squiz

Providing your customers with the best digital experience includes giving them the assurance that your services live up to the best security practices. Squiz lives security at our core protecting our customers and your clients from our technology to our people. Squiz approaches security as part of what we do, making the services our customers use secure from the get-go.

Squiz DXP is resilient

Squiz employs a multi-tier approach to providing a resilient DXP.

Using multiple AWS availability zones ensures the service is distributed over multiple geographical locations, while still preserving the choice to host your data within a single country.

With our high availability solutions, we can provide a Recovery Time Objective (RTO) of 30 minutes and a Recovery Point Objective (RPO) of 5 minutes for most scenarios, and with daily data backups, in the event of an extreme disaster a Recovery Time Objective (RTO) of 5 days and Recovery Point Objective (RPO) of 8 hours.

Squiz DXP is highly available

Sites use specialized Squiz Edge workers enabling lightning-fast caching in conjunction with a Cloudflare Content Delivery Network (CDN) providing content to customers from local sources.

Squiz DXP workloads use Elastic Load Balancing to distribute workloads across multiple AWS zones within a region, this ensures our DXP is highly performant and fault tolerant.

Squiz DXP is highly scalable

Squiz DXP is a highly scalable Platform that can scale both automatically and on demand. Coupled with our ability to load balance across multiple zones, the DXP platform is able to scale quickly in response to high traffic volumes or meet customer business needs that are driven by social, market, or world events.

Squiz DXP monitoring

Squiz DXP is continuously monitored using third-party tools that provide proactive updates to support and engineers who can interpret platform performance in real-time, as well as keep our 24x7 support teams up to date on our platform status.

How Squiz approaches vulnerabilities

Our environment monitors for known vulnerabilities. All critical Common Vulnerabilities and Exposures (CVEs) are patched within 24 hours of detection.

Squiz web application security

We approach the development of our DXP considering OWASP for best practice, and baking security at design time.

All DXP web applications are hosted behind Squiz Edge on Cloudflare, providing Web Application Firewall (WAF) capability on request, reducing the threat of common web application exploits.

Our encryption

We allow customers a Bring Your Own Key (BYOK) approach, ensuring that our TLS (1.2 or above) capability is further boosted, with your own certificates, giving our customers the control for encryption in transit.

Datastores and storage are encrypted at rest by AWS by default, and database-level encryption is implemented where customers require it.

Squiz denial of service protection

All DXP web applications are hosted behind Squiz Edge on Cloudflare, providing network, transport, and application layer DDoS protection.

Our certifications, Independent audits, and security testing

Squiz maintains an ISO 27001-certified Information Security Management System (ISMS), and undergoes an annual external security audit.

Squiz operates security according to the SOC 2 framework, and holds SOC 2 Type 1 accreditation.

Our internal audit regime aligns with our ISO 27001 certification audits and SOC 2 framework audits and also includes full annual audits of our security controls.

Risk management

Our security risk management practice is based on our continual assurance approach with monthly checks on control effectiveness for an up-to-date view of risk, considering internal and external changes.

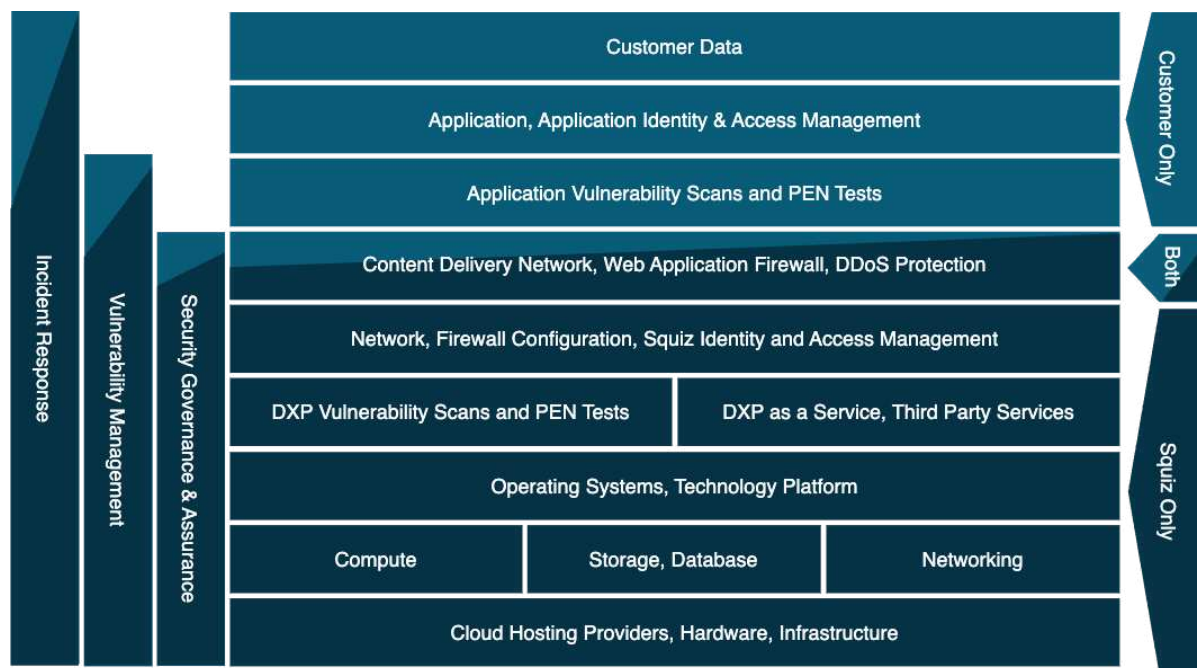
Data sovereignty

Customers using Squiz-managed AWS hosting can select from hosting in the United Kingdom, North America, and Australia. Squiz capabilities use AWS hosting in a single region across multiple availability zones. Storage and processing of sensitive information including PII will take place within the deployed region.

Squiz DXP offers logical separation of tenant data at the database level. Each tenant database is secured with individual credentials ensuring that data cannot be inappropriately accessed. The underlying database infrastructure may be pooled with other tenants.

Security Shared Responsibility Model (SSRM)

Squiz (**we** or **our**) and our customers (**you** or **your**) share responsibility for security and compliance. The following model distinguishes the responsibilities.



The responsibility line is drawn at a high level between Squiz looking after the underlying environment and platform, and customers looking after the data and application built on the DXP.

	Squiz	Customer
Customer Data	Squiz provides a secure platform that adheres to the security principles and requirements of privacy regulations within local jurisdictions including GDPR, the Australian Privacy Act, the New Zealand Privacy Act and applicable US privacy legislation as a processor of your information.	The data you collect using your implementation on the Squiz DXP remains your property, and you remain responsible for this data. This includes adhering to legal and regulatory requirements for collection, correction, removal, integrity and providing your

	The DXP provides features customers can use to send the right notifications, review information and correct information within the platform as required.	users with information about their data.
Application, and application IAM	Squiz provides professional and managed services to support our customers in application creation and maintenance. Where a customer uses a professional service to help build a solution, Squiz is responsible for ensuring the security until the application is live, at which time customers take ownership. Where customers have signed up for additional managed services, additional security measures may apply as agreed with each customer. Squiz does not have access to customer applications unless a customer explicitly grants permission to provide support.	Applications built and served from the DXP are truly your application. Customers are responsible for ensuring that any libraries and code they introduce to their sites and applications that do not use the Squiz components are patched and updated. The DXP allows you to integrate your access to the platform and your built applications with your own Identity Provider (IdP) using SAML. You manage your own access to your applications and platform, making sure these practices conform to your own security requirements using the DXP comprehensive permissions model.
Application Vulnerability Scanning	Squiz does not scan for vulnerabilities in customer solutions hosted on the DXP.	Squiz diligently manages vulnerabilities across our platform; however, it is your responsibility to ensure your application remains free of vulnerabilities. To facilitate this, we enable you to configure your own vulnerability scanning on your application instances.

		Ensure you provide us with at least 14 days' notice before initiating your scans, along with relevant details to help us disable our security alerts and prevent any mistaken response to your scanning as a hostile attack.
Application Penetration Testing	Squiz does not perform PEN tests on customer solutions hosted on the DXP but does perform PEN tests on our platform.	As with vulnerability scans, Squiz performs PEN tests on our platform, but conducting PEN tests on your application instance remains your responsibility. This may be because of a regulatory requirement or just good practice, but we welcome customers to commission PEN tests on their web application instances. With 14 days' notice through our support function, we will make sure we do not react to this test while it is being conducted.
CDN, WAF and DDoS Protection	Cloudflare CDN, WAF and DDoS protection are integrated parts of the Squiz DXP. Squiz implements WAF-managed lists, managed rules and rate limiting as baseline configuration on all new implementations and works with customers to apply these features to existing sites. Squiz offers Cloudflare Bot Management as an add-on for sites on the DXP. Squiz analyses and monitors events as part of our DXP	As a customer you may manage your own domains and DNS, have a corporate network and other non-Squiz hosted applications and capabilities, and have a current CDN or WAF for a legacy Squiz or other system implementation. The Squiz DXP requires the use of the Squiz Cloudflare capabilities, as this is built in as part of the platform. Squiz allows customers to have their own Cloudflare instance, within Orange to Orange implementations, but other CDN services may require special

	operations and incident response.	considerations to work with the DXP. You also have to provide Squiz input to allow the most effective WAF capability, for example, which IP ranges are deemed safe and which friendly bots you may have.
Network Access, Firewalls and Perimeter	The Squiz DXP is a web-based platform, and communication security is managed on the application layer. The system is not reliant on direct network protocols and communication to function. Squiz relies on AWS to provide the underlying layers, using AWS native capability to control ingress and egress to the services we provide, using AWS security groups, application load balancers and API gateways.	Customers have to provide specific networking requirements as part of system design, that is implemented on the DXP if appropriate.
Squiz Identity and Access Management	Squiz manages access to our infrastructure to manage, configure and support the DXP and customer applications hosted on the DXP. Access is centralised using our IdP, using role-based permissions.	Customers do not manage identities and access to underlying infrastructure and are responsible for managing access to their DXP administrative console and applications only.
DXP vulnerability scans and PEN tests	Squiz conducts third-party PEN tests on our platform annually. Detected vulnerabilities are reported and remediated according to our vulnerability and patch management process.	Customers are not responsible for PEN tests and vulnerability scans of components of the DXP. Customers can request executive summaries of Squiz annual PEN tests for assurance purposes.

	Squiz infrastructure also uses AWS Inspector, to continuously detect vulnerabilities at run time. Squiz uses automated vulnerability scans as part of our CI/CD pipelines, ensuring vulnerability-free code is deployed to all changes to the DXP.	
DXP as a service and third party services	The DXP is an “As-a-Service” platform that allows customers to build web applications and serve their users’ digital experiences. Squiz is responsible for providing a secure platform to our customers and managing the security of our underlying environment. Squiz uses key third parties to provide the DXP and perform vendor risk assessments regularly ensuring these vendors subscribe to the same security practices we do.	Customers are responsible for using the DXP securely by not introducing vulnerable code or libraries within their implementation hosted on the DXP.
Operating systems and technology platform	Squiz maintains the operational environment on which the DXP runs, ensuring secure baselines are used to serve the DXP, and all operating systems and dependencies are patched and up to date.	Customers are not responsible for patching and updating the underlying environment or the DXP itself.
Compute	Squiz maintains all computers and other resources used to run the DXP. This includes performance monitoring, capacity and autoscaling to	Customers are not responsible for any compute capability and resources used to host solutions on the DXP.

	ensure enough resources are available for the DXP to serve customer solutions.	
Storage and databases	Squiz maintains all databases and storage technology used in the DXP, ensuring the protection of data at rest, data separation, data access, and data backups to recover from events and incidents. Squiz does not provide data archival capability or long term data retention to customers as part of the default XP capability.	Where customers have any additional data archiving or long-term retention requirements beyond high availability and resiliency, customers are responsible for including these requirements during system design or working with Squiz if these requirements change.
Networking	Squiz manages the underlying network, connecting Cloudflare to the AWS environment hosting the DXP. The underlying network uses AWS for all low-level networking capabilities and manages ingress and egress rules using AWS Security groups and Host-based IP tables where appropriate. Squiz manages the proxy settings and custom hostnames in Cloudflare on behalf of our customers. Squiz also manages Cloudflare TLS certificates for customers who do not use their own, and any communications Cloudflare workers use to communicate with the DXP.	Customers do not have direct responsibilities related to the underlying network of the DXP. If a customer manages its own DNS, the customer is responsible for working with Squiz to ensure the entries point to the correct endpoints, and for maintaining their own domain names. Customers who manage their own TLS certificates are responsible for working with Squiz to ensure they are renewed and updated.
Cloud hosting providers, hardware and Infrastructure	Squiz manages our key third-party providers used to provide the DXP to our customers.	DXP customers do not manage any hardware, or the cloud providers used to provide the DXP services.

The hardware layers are managed by our trusted third parties, the most notable being AWS and Cloudflare.

Squiz manages the cloud infrastructure used to host the DXP and customer systems.

Incident response	Squiz has a robust incident management process and is responsible for detecting, responding, eradicating and recovering from incidents affecting the DXP and underlying services used to host the DXP. This includes communicating with customers about detected incidents that are affecting their solutions hosted on the DXP. Squiz provides online status of events notifications and will contact customers directly as part of incident response if they are targeted by cyber attacks or incidents that affect their solutions.	Customers are responsible for reporting any incident to Squiz support that may affect their solutions hosted on the DXP and for working with Squiz as part of the incident. Although Squiz actively monitors the state of all systems hosted, we welcome any threat intelligence from our customers, as incident management is a truly shared responsibility. Customers may also monitor the uptime of their own solutions and work with Squiz to ensure the best service levels.
Vulnerability management	Squiz manages all vulnerabilities in the DXP and Cloud infrastructure used to host the DXP. This includes including left-side security as part of design, using automated tools to scan for code vulnerabilities, and using up-to-date golden images to deploy Infrastructure as Code. This includes using AWS Inspector to monitor and detect	Customers do not have a responsibility to manage vulnerabilities on the DXP on underlying cloud infrastructure.

	vulnerabilities on the right side at run time.	
Security governance and assurance	Squiz is responsible for maintaining ISO 27001 certification and adherence to the SOC 2 framework. These internationally recognized frameworks govern Squiz's security through our ISMS. Squiz undergoes third-party audits against the frameworks. Squiz provides security assurance in the form of ISO 27001 certificate and Statement of Applicability (SoA), relevant SOC 2 reports, Cyber Essentials certificates, assertions as part of our CSA STAR CIAQ and third-party GRC assertions as appropriate to customer requests. Squiz provides executive summaries of third-party penetration tests of the DXP as requested by customers.	Customers are responsible for compliance and assurance for their solutions hosted on the DXP and for working with Squiz to ensure security assurance requirements are met.

Data Processing Agreement

1. Definitions and Interpretation

- 1.1. "Squiz" and "Customer" have the meaning given to them in the Agreement.
- 1.2. For the purposes of this Data Processing Agreement (DPA) the following terms have the following meanings:

Agreement means the agreement between Squiz and the Customer, for Squiz to provide and the Customer to receive the products and services as set out in any order or statement of work signed and submitted to Squiz on behalf of the Customer and to which this DPA is an annexure;

Appropriate Safeguards means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Legislation from time to time including, without limitation, the Standard Contractual Clauses, reliance on the European Commission or UK Government (as applicable) deeming the country to have an adequate level of protection and, for transfers to the USA, the EU-US Data Privacy Framework (DPF), or the UK-US extension to the DPF;

Business Contact Data means the Personal Data of each party's staff processed by the other Party under or in connection with the Agreement;

Competent Regulator shall mean the competent data protection regulator, which, by way of example, is the ICO in the United Kingdom;

Data Protection Legislation means all applicable data protection, privacy and electronic marketing legislation (including any national data protection legislation enacted under Directive 2002/58/EC, GDPR or UK GDPR together with applicable legislation implementing or supplementing the foregoing), any replacement or repealing legislation, relating to the same, each as amended from time to time;

Designated Data Officer shall mean an authorised representative of Squiz with sufficient awareness of Squiz's processing of Personal Data;

EEA means the European Economic Area;

GDPR means Regulation (EU) 2016/679;

ICO means the Information Commissioner's Office;

Member State means EU member states from time to time and Member State Law means laws implemented by such EU member states from time to time;

Personal Data means any Personal Data processed by Squiz on behalf of the Customer pursuant to the Agreement;

Restricted Transfer means a transfer of Personal Data between the parties to this DPA which, in the absence of the Standard Contractual Clauses (including as amended by the UK IDTA), would be prohibited by Data Protection Legislation;

Standard Contractual Clauses means (i) the standard contractual clauses set out in

the Commission Implementing Decision (EU) 2021/914 of June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to GDPR, as amended or replaced from time to time by a Competent Regulator under the relevant Data Protection Legislation or any set of clauses approved by the European Commission which amends, replaces or supersedes such standard contractual clauses, or (ii) the UK IDTA to the Standard Contractual Clauses issued by the ICO under section 119A(1) Data Protection Act 2018; as amended or replaced from time to time by a Competent Regulator under the relevant UK data protection laws;

Sub-processor means any processor appointed by Squiz to assist with Squiz's processing of Personal Data;

UK GDPR means the GDPR as incorporated into the laws of the United Kingdom;

UK IDTA means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.

Union means the European Union; and

You means Customer (also referred to as the Customer) named in any order or statement of work submitted to Squiz.

- 1.3. For the purposes of this DPA the terms controller, data subject, personal data, personal data breach, process, processing, processor and pseudonymisation shall have the meanings attributed to them in Article 4 of GDPR and/or UK GDPR.
- 1.4. Where the Customer and Squiz have more than one agreement, references to the Agreement shall be to all agreements in place between the parties under which Squiz processes Personal Data on behalf of the Customer.
- 1.5. Use of the terms include or including shall be construed without limiting the generality of the words preceding those terms.
- 1.6. References to clauses are to clauses of this DPA.

2. Acknowledgement of Roles and Responsibilities

- 2.1. The parties hereby acknowledge that the Customer is the controller and Squiz is the processor in respect of Personal Data.
- 2.2. The parties hereby acknowledge that both the Customer and Squiz are independent controllers of the Business Contact Data for the purpose of managing the business relationship.
- 2.3. The parties acknowledge that Squiz processes Personal Data as processor as part of the provision of services under the Agreement. Each of the Customer and Squiz shall comply with their respective obligations in the Data Protection Legislation in the performance of the Agreement. The

parties confirm that they shall process Personal Data as set out in the annexure to this DPA.

3. Squiz's Data Processing Obligations

- 3.1. Except as set out in clause 3.3, Squiz shall, and shall ensure that any natural person acting under its authority shall:
 - 3.1.1. only process Personal Data as is necessary to fulfil its obligations under the Agreement or in accordance with the Customer's express written instructions from time to time, and shall not process Personal Data for any other purposes except where required to do so by law in which case Squiz shall inform Customer of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest;
 - 3.1.2. ensure that all such persons and parties involved with the processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 3.1.3. be generally authorised to engage Sub-processors to process Personal Data. The Customer authorises Squiz to engage Sub-processors in accordance with this clause 3 and subject to Squiz meeting the following obligations with respect to each Sub-processor:
 - 3.1.3.1. enter into a written contract with each Sub-processor on terms which are the same as or substantially similar to this DPA;
 - 3.1.3.2. ensure that each Sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of Data Protection Legislation and this DPA; and
 - 3.1.3.3. remain responsible for its Sub-processor's compliance with the obligations of this DPA.

In the case of general authorisation, Squiz shall inform the Customer of any intended changes concerning the addition or replacement of other Sub-processors, thereby giving the Customer the opportunity to object to such changes within 30 working days. The Customer may, on request, obtain a list of current Sub-processors by contacting Squiz at privacy@legal.squiz.net;

- 3.1.4. provide reasonable assistance to the Customer to enable the Customer to comply with its obligations under Data Protection Legislation in respect of Personal Data, including assisting the Customer in complying with its processes in order to give effect to a data subject's rights under the Data Protection Legislation including requests to amend, transfer or delete Personal Data (such data, if transferred, to be provided in a commonly used electronic form);
- 3.1.5. at the end of the duration of the Agreement, promptly delete or return to the Customer (at the Customer's discretion) all Personal Data (unless applicable law to which Squiz or a Sub-processor (as applicable) is subject to requires storage of the Personal Data) and if requested, provide written notice to the Customer to confirm that such deletion or return has been completed;
- 3.1.6. in the event that Squiz receives any complaint, notice or communication (from either a Competent Regulator or a data subject) which relates directly or indirectly to the processing of Personal Data or to either party's compliance with Data Protection Legislation, Squiz shall notify the Customer without undue delay (and in any event in not less than 48 hours) and it shall provide the Customer and any Competent Regulator (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- 3.1.7. not disclose Personal Data to any data subject or to a third party other than as set out in this DPA or at the request of, or with the written consent of the Customer, unless notification is required by law to which Squiz is subject;
- 3.1.8. notify the Customer without undue delay (and in any event in not less than 48 hours) upon becoming aware of any accidental unauthorised or unlawful processing, disclosure, loss of, access to, damage to, or destruction of any Personal Data with sufficient information which allows the Customer to meet any obligations to report a personal data breach to an individual or supervisory authority under Data Protection Legislation.
- 3.1.9. cooperate with the Customer and take such reasonable commercial steps as directed by the Customer to assist in the investigation, mitigation and remediation of a personal data breach;
- 3.1.10. implement and maintain appropriate technical and organisational measures to ensure a level of security of the Personal Data

appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed, and shall take all measures required pursuant to Article 32 GDPR and/or UK GDPR.

- 3.2. In the event that the Customer determines that any processing activity related to Squiz's processing of Personal Data is likely to result in high risk to the rights and freedoms of a data subject, Squiz shall reasonably co-operate with the Customer (if requested by the Customer) in conducting a data protection impact assessment and prior consultation with a supervisory authority in respect of such processing activity, as set out in the GDPR and/or UK GDPR. Squiz shall be entitled to have its reasonable costs in relation to such assistance it gives a controller reimbursed under this paragraph 3.2.
- 3.3. Squiz is permitted to process the Personal Data other than as set out in Clause 3.1 only to the extent required by Union or Member State Law to which Squiz is subject, and will inform the Customer if such processing is required, including any details of the legal requirement, where possible before processing, unless prohibited from doing so by aforementioned applicable law.
- 3.4. During the term of the Agreement, Squiz shall appoint a Designated Data Officer who shall act as a readily available point of contact for the Customer and who shall have as part of his/her responsibilities the obligation to respond to the Customer's queries in respect of Squiz's processing of Personal Data. Squiz shall notify Customer of the contact details of the Designated Data Officer as soon as practicable. If at any time Squiz is required under GDPR and/or UK GDPR or otherwise to appoint a Data Protection Officer (DPO) (as defined in the Data Protection Legislation), then references in this DPA to a Designated Data Officer shall be considered to be references to such DPO.

4. Processing Review

- 4.1. Squiz shall keep at its normal place of business detailed, accurate and up-to-date records (whether in electronic form or hard copy) relating to the processing of Personal Data by Squiz and to the measures taken by Squiz under Clause 3.1.10.
- 4.2. Squiz shall permit the Customer and its third-party representatives, on at least one week's notice and during normal business hours to:
 - 4.2.1. gain access to, and take copies of, the Records and any other information held at Squiz's premises or on Squiz's computer systems; and

- 4.2.2. inspect all Records, documents and electronic data and Squiz's computer systems, facilities and equipment (so far as they relate to the Customer and the Personal Data),
for the purpose of auditing Squiz's compliance with its obligations under this DPA. Such audit rights may be exercised only once in any calendar year during the term of the Agreement.
- 4.3. Squiz shall give reasonable assistance to the conduct of any such audits and the Designated Data Officer shall be present throughout any audit.
- 4.4. Audit access by any third party representative of the Customer shall be subject to such representative agreeing to confidentiality obligations in respect of the information obtained, provided that all information obtained may be disclosed to the Customer.

5. International transfers

- 5.1. The Customer agrees that Squiz may transfer Personal Data to countries outside the EEA or United Kingdom to any international organisation provided that:
 - 5.1.1. all such transfers shall be effected in accordance with Data Protection Legislation;
 - 5.1.2. Squiz has given prior notice to Customer of the intended transfer;
 - 5.1.3. all such transfers shall (to the extent required under Data Protection Legislation) be effected by way of Appropriate Safeguards.
- 5.2. In respect of any Restricted Transfer subject to the GDPR which takes place between the parties to the Agreement, the parties hereby enter into Module 2 respectively of the Standard Contractual Clauses (with Customer and each applicable Affiliate as data exporter and Squiz as data importer), which is hereby incorporated by reference into this DPA and which shall come into effect upon the commencement of a relevant Restricted Transfer. The parties make the following selections for the purposes of Modules 2:
 - (a) clause 7: docking clause shall apply;
 - (b) clause 9: use of subprocessors Option 2 shall apply and the "time period" shall be 30 days;
 - (c) clause 11(a): redress the optional language shall not apply;

- (d) clause 13(a): supervision; (option (i) or (ii) is dependent on whether Customer is established in the Union)
 - (i) where Customer or its Affiliate is established in an EU Member State, the following shall apply: "The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall be the supervisory authority of the Member State in which Customer or Customer Affiliate is established or (if different) the lead supervisory authority of Customer in respect of a cross-border processing activity";

OR

- (ii) where Customer or its Affiliate is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR the following shall apply: "The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, namely the Republic of Ireland, shall act as competent supervisory authority.";
- (e) clause 17: governing law "Option 1" shall apply and the "Member State" shall be the Republic of Ireland;
- (f) clause 18: choice of forum and jurisdiction the Member State shall be the Republic of Ireland;
- (g) Annex 1: the data exporter is Customer or its Affiliate and the data importer is Squiz (in each case as identified, including in relation to their places of establishment, in this Agreement) and the processing operations are deemed to be those described in Annex 1 to this DPA;
- (h) Annex 2: the technical and organisational security measures are deemed to be as described in Annex 2 to this DPA; and
- (i) Annex 3: not applicable.

5.3. In respect of any Restricted Transfer subject to the UK GDPR, the provisions of clause 5.2 shall apply, except that the Standard Contractual Clauses shall be supplemented and modified by the provisions of the UK IDTA, which is hereby incorporated by reference into this DPA and which shall come into effect upon the commencement of a relevant Restricted Transfer. For the purposes of the UK IDTA, the parties agree that the

information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in Annex 1 and Annex 2 to this DPA, except that for the purposes of Table 4 of Part 1 the parties select the “Exporter” option.

- 5.4. The provisions of this clause 5 shall constitute the Customer’s documented instructions with respect to transfers outside the EEA, United Kingdom or to any International Organisation in accordance with clause 3.1.1.

6. Survival

- 6.1. Clauses 3.1.1, 3.1.4, 3.1.5, 3.1.8, 4.1, 6 and 7 shall survive the termination or expiry of this DPA.

7. Notification

- 7.1. Notification to be provided to the Customer under this DPA, including (without limitation) pursuant to Clause 3.1.7, shall be provided by email to privacy@legal.squiz.net.

8. General

- 8.1. It is not envisaged that Squiz will be supplying any Personal Data to the Customer under the Agreement. However, in the event that such Personal Data is provided, the Customer confirms that it will comply with its obligations as a processor under the GDPR and/or UK GDPR as if they were set out in full in this agreement and will enter into a long form agreement incorporating such provisions if required by Squiz.
- 8.2. In the event of any conflict between the terms of this DPA and any provision of the Agreement, this DPA shall take precedence.
- 8.3. Where the Customer and Squiz are involved in the same processing and either the Customer or Squiz has, in accordance with paragraph 4 of Article 82 of the GDPR and/or UK GDPR, paid compensation for any damage caused by that processing, then that party shall be entitled to claim back from the other party such part of the compensation as corresponds to the other party’s share of responsibility for the damage.
- 8.4. The Customer shall pay any reasonable costs (including for internal and any third party costs) and expenses incurred by Squiz in meeting the Customer’s requests made which are beyond the obligations required by Article 28 GDPR and/or UK GDPR.
- 8.5. A person who is not a party to this DPA may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

- 8.6. his DPA is governed by and will be construed in accordance with laws of England and Wales and the parties will be subject to the exclusive jurisdiction of the English courts.
- 8.7. This DPA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Annex 1: Details of processing Personal Data

This Annex 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR and/or UK GDPR

Subject matter and duration of the processing of personal data

The provision of the services as set out in the Agreement by Squiz to the Customer ("Services").

The duration of the processing will be the term required for the provision of the Services by Squiz to the Customer.

The nature and purpose of the processing of personal data

Squiz processes Personal Data in order to provide the Services to the Customer in accordance with the Agreement.

The categories of data subject to whom the personal data relates

[Parties to confirm but could include the following:]

[employees / HR
clients
suppliers and business contacts]

Customers' obligations and rights

Customers' rights and obligations are set out in this DPA

Annex 2: Technical and Organisational Measures

Below is a summary of some of the key technical and organisational security measures in place within the Squiz and imposed on Sub-processors. Further detailed information can be obtained by contacting the Squiz Designated Data Officer:

1. Sensitive data is encrypted at rest and in transit.
2. Squiz is a cloud first company, and only uses cloud services that have adequate security accreditations, and conduct PEN tests at least annually.
3. Squiz does not store or process personal information in IT systems hosted in any office location.
4. Security patches are installed following a documented security patch management process.
5. Anti-malware controls are used to help avoid malicious software gaining unauthorized access to Personal Data.
6. Data backup and restoration processes are in place to help ensure the ongoing availability of Personal Data.
7. Log files are maintained which record access and use of information systems containing Personal Data.
8. Role-based access permissions are used, and access to Personal Data is granted on a principle of least privilege basis.
9. Industry standard practices are used to identify and authenticate users who attempt to access network or information systems.
10. Information security and data protection training is provided for all relevant employees, contractors and consultants.
11. Employees are subject to written confidentiality obligations.
12. Physical access to data processing facilities is secured through manned reception areas, access keys, CCTV or other access control devices.
13. Media and printed materials that contain Personal Data are securely disposed of.
14. Users are required to immediately notify actual or suspected data security incidents to a dedicated point of contact.
15. Communication services are reserved for business purposes, with only incidental personal use permitted.
16. There are dedicated points of contact responsible for dealing with reports of information security breaches or failures.
17. Incident management process relating to security and data incidents concerning confidentiality, integrity, availability and privacy of data, and includes preparation, detection and analysis, containment, eradication, recovery and post incident activity.

Acceptable Use Policy

Acceptable Uses

Legal compliance

The use of the Subscription Services must comply with current laws and regulations including but not limited to regulations pertaining to copyright, license agreements and patents.

Ethical use

The customer's use of the Subscription Services should be ethical and in accordance with accepted community standards.

Use must be consistent with the purpose of the Subscription Services.

In addition to the other requirements of this Acceptable Use Policy, the Subscription Services may be used only in a manner that, in Squiz's sole discretion, is consistent with the purposes of such Subscription Services.

Squiz's services are specifically designed for and can only be utilised for standard business use.

Adherence to Terms and Conditions

The use of the Subscription Services must adhere to the terms and conditions of Squiz's Subscription Agreement.

Unacceptable Uses

Unacceptable use

The Subscription Services shall not be used to post, transmit, re-transmit or store material which, in the judgement of Squiz:

1. Violates local, state, federal, foreign, or international Law;
2. Could be considered threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity;
3. Amounts to deceptive or fraudulent practices;
4. Infringes the intellectual property rights of others, including, but not limited to, copyrights, trademarks, trade secrets and patents.
5. Restricts or inhibits any person, whether a customer, Squiz, or otherwise, in its use or enjoyment of Squiz's Subscription Services;
6. Advertise, transmit or otherwise make available any software, program, product, or service that is designed to violate this Acceptable Use Policy, which includes

the facilitation of the means to spam, initiation of pinging, flooding, denial of service attacks, and any piracy of software or copyrighted content.

7. Sending unsolicited bulk messages (spam), via any means, including, but not limited to, email, instant messenger services, and newsgroup postings. Squiz reserves the right to determine in its sole discretion and based on the information available what constitutes spam as well as what measures are necessary in response to spamming complaints;
8. Such actions that Squiz deems to potentially compromise or adversely affect service standards; or
9. The engagement of the Subscription Services to promote deceptive and or illegal marketing practices, products or services.

System and Network

The Subscription Services shall not be used to:

1. Deliberately transmit computer viruses, worms, trojan software, or other malicious programs;
2. Interfere with, disrupt, or deny service including, but not limited to, using any technique to intentionally degrade or disable the delivery of any legitimate data;
3. Attempt to gain unauthorized entry to any site or network including, but not limited to, executing any form of network probing, monitoring or other information gatherings on any 3rd party network or system;
4. Attempt to circumvent host or user authentication or other security measures of any host, network or account; or
5. Manipulate or bypass Squiz's usage limits.

Email

The Subscription Services shall not be used to:

1. Send unsolicited mail messages;
2. Allow harassment including, but not limited to, language, frequency or size of messages;
3. Forge or illegitimately use mail header information;
4. Create or forward "chain letters" or other "schemes" of any type;
5. Send unsolicited e-mail originating from within Squiz's network, on behalf of, or to advertise any service hosted by Squiz, or connected via Squiz's network.

Service resale.

The Subscription Services or any portion of the Squiz Subscription Services cannot be resold unless authorized by Squiz in an executed reseller agreement.

Password Protection

The Customer is responsible for protecting passwords and for any authorized or unauthorized use of its systems and/or networks. All actions resulting from passwords being compromised will remain the sole responsibility of the Customer

Content Protection

The Customer must provide appropriate protection to prevent minors (persons under 18 years of age) from accessing any unsuitable material published via the Subscription Services.

Content Ownership

The Customer is responsible for all content or information residing on, obtained or transmitted via the Subscription Services.

Enforcement

1. Liability

Violation of this Acceptable Use Policy may subject the Customer to international, federal, and/or state civil and/or criminal liability. Any activity that facilitates a violation of this Acceptable Use Policy by any party constitutes a violation of this Acceptable Use Policy by the Customer.

2. Service Suspension

Squiz reserves the right to immediately, and without prior notice, filter, block, suspend, and/or terminate access to the Subscription Services at any time for any conduct that Squiz, in its sole discretion, determines violates, or may violate this Acceptable Use Policy and/or any agreement, or is otherwise harmful to Squiz's interests or the interests of others.

3. Deletion of Customer Data

If access is terminated, Squiz, in its sole discretion, may refuse to accept all attempts to access services hosted on behalf of the Customer by Squiz.

Fair use policy

1. This policy concerns consumption parameters allocated to Squiz customers for the use of Squiz's products.
2. Consumption parameter data will be collected and reviewed by Squiz regularly.
3. If the customer's usage exceeds the allocated consumption parameters, Squiz may approach the customer to review usage. As a result, Squiz may offer solutions to improve efficiency to avoid charging additional fees. Alternatively, the customer may require a premium service or upgrade of its usage parameters which will incur additional fees.
4. Squiz will ensure that discussions relating to exceeding consumption parameters take place promptly.
5. When considering whether additional fees are payable for exceeding consumption parameters, Squiz takes into account:
 - a. the terms of your contract with Squiz;
 - b. use of the products by other Squiz customers;
 - c. technical advances;
 - d. input costs;
 - e. intended use of the product;
 - f. extenuating circumstances; and
 - g. any other relevant matters.

Anthropic on Bedrock - Commercial Terms of Service

Welcome to Anthropic! Before accessing our Services, please read these Anthropic on Bedrock - Commercial Terms of Service.

These Anthropic on Bedrock - Commercial Terms of Service (these “**Terms**”) are an agreement between Anthropic, PBC (“**Anthropic**”) and you or the organization, company, or other entity that you represent (“**Customer**”). They govern Customer’s use of the Services (as defined below). These Terms are effective on the earlier of the date that Customer first electronically consents to a version of these Terms and the date that Customer first accesses the Services (“**Effective Date**”).

A. Services.

1. **Overview.** Anthropic has developed artificial intelligence technology that allows users to submit content and receive a result (together with its related documentation, materials and tools, the “**Services**”). Subject to these Terms, Customer may make submissions to the Services (“**Prompts**”) and generate responses to its Prompts (“**Outputs**”). The Services as defined in these Terms are specifically those made available through the technical environment referred to as Amazon Bedrock that is hosted and managed by Amazon Web Services, Inc. (“**AWS**” and such environment “**Bedrock**”).
2. **AWS Account and Services.** Customer is responsible for securing its AWS account and must provide prompt notice to Anthropic if it believes that an unauthorized third party has gained access to the Services. Customer acknowledges and agrees that Anthropic is not responsible for Bedrock or any other services it receives from AWS, and that changes to Bedrock or other AWS services may materially impact Customer’s use of the Services. Customer may only use the Services in compliance with applicable AWS policies and agreements it has with AWS.
3. **Beta Services.** Anthropic may offer Services that are in pre-release, beta, or trial form (“**Beta Services**”). This means that they are not suitable for production use and provided “*as-is*” on a temporary basis. Anthropic is not responsible for Customer’s use or reliance on Beta Services.
4. **Feedback.** If Customer decides, in its sole discretion, to provide Anthropic with feedback regarding the Services, Anthropic may use that feedback at its own risk and without obligation to Customer.

- B. Customer Content.** The technology provided by Anthropic to AWS to enable Customer’s access to the Services does not give Anthropic access to Customer’s AWS instance,

including Prompts or Outputs it contains ("**Customer Content**"). Anthropic does not anticipate obtaining any rights in or access to Customer Content under these Terms. As between the Parties and to the extent permitted by applicable law, Anthropic agrees that Customer owns all Outputs, and disclaims any rights it receives to the Customer Content under these Terms. Subject to Customer's compliance with these Terms, Anthropic hereby assigns to Customer its right, title and interest (if any) in and to Outputs. Anthropic may not train models on Customer Content from Services. Anthropic receives usage data from AWS to monitor compliance with the AUP (as defined below) and understand Service performance ("**Usage Data**"). Usage Data excludes Customer Content. For example, Anthropic receives notifications about the volume of Customer's usage of the Services.

C. Trust and Safety; Restrictions.

1. **Compliance.** Each Party will comply with all laws applicable to the provision (for Anthropic) and use (for Customer) of the Services.
2. **Acceptable Use Policy.** Customer may only use the Services in compliance with these Terms, including the Acceptable Use Policy ("**AUP**"), which is incorporated by reference into these Terms, and which may be updated by Anthropic. Customer must use reasonable efforts to ensure the same of its customers or other end users ("**Users**"). Customer must cooperate with reasonable requests for information from Anthropic to support compliance with its AUP, including to verify Customer's identity and use of the Services.
3. **Limitations of Outputs; Notice to Users.** It is Customer's responsibility to evaluate whether Outputs are appropriate for Customer's use case, including where human review is appropriate, before using or sharing Outputs. Customer acknowledges, and must notify its Users, that factual assertions in Outputs should not be relied upon without independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information. Customer further acknowledges that Outputs may contain content inconsistent with Anthropic's views.
4. **Use Restrictions.** Customer may not and must not attempt to (a) access the Services to build a competing product or service, including to train competing AI models except as expressly approved by Anthropic; (b) reverse engineer or duplicate the Services; or (c) support any third party's attempt at any of the conduct restricted in this sentence. Customer and its Users may only use the Services in the countries and regions Anthropic currently supports.

D. Confidentiality.

1. **Confidential Information.** The Parties may share information that is identified as confidential, proprietary, or similar, or that a Party would reasonably understand to be confidential or proprietary ("**Confidential Information**"). Customer Content is Customer's Confidential Information.

2. **Obligations of Parties.** The receiving Party ("**Recipient**") may only use the Confidential Information of the disclosing Party ("**Discloser**") to exercise its rights and perform its obligations under these Terms. Recipient may only share Discloser's Confidential Information to Recipient's employees, agents, and advisors ("**Representatives**") that have a need to know such Confidential Information and who are bound to obligations of confidentiality at least as protective as those provided in these Terms. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own Confidential Information, and with no less than reasonable care. Recipient is responsible for all acts and omissions of its Representatives. Recipient will promptly notify Discloser if it suspects or knows that Discloser's Confidential Information was breached, and agrees to cooperate to mitigate further risks of loss or misuse.
 3. **Exclusions.** Recipient's obligations with respect to Confidential Information do not apply if Recipient demonstrates that Discloser's Confidential Information was (a) already known to Recipient at the time of disclosure by Discloser, (b) disclosed to Recipient by a third party without a duty of confidentiality, (c) publicly available through no fault of Recipient, or (d) independently developed by Recipient without use of or access to Discloser's Confidential Information. Recipient may disclose Discloser's Confidential Information to the extent it is required by law, or court or administrative order, but will, except where expressly prohibited, notify Discloser of the required disclosure promptly and fully cooperate with Discloser.
 4. **Destruction Request.** Recipient will destroy Discloser's Confidential Information promptly upon request, except copies in Recipient's automated back-up systems, which will remain subject to these obligations of confidentiality while maintained.
- E. Intellectual Property.** Except as expressly stated in these Terms, these Terms do not grant either Party any rights to the other's content or intellectual property, by implication or otherwise.
- F. Publicity.** Neither Party may make public statements about Customer's use of the Services without the other Party's permission.
- G. Fees.** Customer must pay all applicable fees and taxes related to use of the Services to AWS at Anthropic's published rates, unless otherwise agreed by the Parties. Anthropic may update the published rates, to be effective the earlier of 30 days after the updates are posted by AWS or Anthropic, or Customer otherwise receives Notice.
- H. Termination; Suspension.**
1. **Term.** These Terms begin on the Effective Date and continue until terminated (the "**Term**").
 2. **Termination.**
 - a. Each Party may terminate these Terms at any time for convenience with Notice, except Anthropic must provide 30 days prior Notice.

- b. Either Party may terminate these Terms for the other Party's material breach by providing 30 days prior Notice detailing the nature of the breach unless cured within that time.
- c. Anthropic may terminate these Terms immediately with Notice if Anthropic reasonably believes or determines that Anthropic's provision of the Services to Customer is prohibited by applicable law.

3. **Suspension.**

- a. Anthropic may require that AWS suspend Customer's access to any portion or all of the Services if: (a) Anthropic reasonably believes or determines that (i) there is a risk to or attack on any of the Services; (ii) Customer or any User is using the Services in violation of Sections C.1 (Compliance), C.2 (Acceptable Use Policy) or C.4 (Use Restrictions); or (iii) Anthropic's provision of the Services to Customer is prohibited by applicable law or would result in a material increase in the cost of providing the Services; or (b) AWS or any vendor of Anthropic or AWS has suspended or terminated Anthropic's or AWS's use of any third-party services or products required to enable Customer to access the Services (each, a "**Service Suspension**").
- b. Anthropic will use reasonable efforts to provide written notice of any Service Suspension to Customer and request that AWS resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured, where curable. Anthropic will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur because of a Service Suspension.

- 4. **Effect of Termination.** Upon termination, Customer may no longer access the Services. The following provisions will survive termination of these Terms: (a) Sections D (Confidentiality), F (Publicity), G (Fees), H.4 (Effect of Termination), I (Disputes), J (Indemnification), K.2 (Disclaimer of Warranties), K.3 (Limits of Liability), and L (Miscellaneous); and (b) any provision or condition that must survive to fulfill its essential purpose.

I. **Disputes.**

- 1. **Disputes.** In the event of a dispute, claim or controversy relating to these Terms ("**Dispute**"), the Parties will first attempt in good faith to informally resolve the matter. The Party raising the Dispute must notify the other Party ("**Dispute Notice**"), who will have 15 days from the date of delivery of the Dispute Notice to propose a time for the Parties to meet with appropriately leveled executives to attempt to resolve the Dispute. If the Parties have not resolved the dispute within 45 days of delivery of the Dispute Notice, either Party may seek to resolve the dispute through arbitration as stated in Section I.2.
- 2. **Arbitration.** Any Dispute will be determined by final, binding arbitration in San Francisco, California by a sole arbitrator pursuant to the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"). Judgment on any award issued through the JAMS arbitration process may be entered in

any court having

jurisdiction. EACH PARTY AGREES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW IN CONNECTION WITH THESE TERMS.

3. **Equitable Relief.** This Section I (Disputes) does not limit either Party from seeking equitable relief.

J. Indemnification.

1. **Claims Against Customer.** Anthropic will defend Customer and its personnel, successors, and assigns from and against any Customer Claim (as defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Customer Claim or that an arbitrator awards a third party under any Anthropic-approved settlement of such Customer Claim. "**Customer Claim**" means a third-party claim, suit, or proceeding alleging that Customer's use of the Services (which includes data Anthropic has used to train a model that is part of the Services) in accordance with these Terms or Outputs generated through such authorized use violates third-party patent, trade secret, trademark, or copyright rights.
2. **Claims Against Anthropic.** Customer will defend Anthropic and its personnel, successors, and assigns from and against any Anthropic Claim (as defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Anthropic Claim or that an arbitrator awards a third party under any Customer-approved settlement of such Anthropic Claim. "**Anthropic Claim**" means any third-party claim, suit, or proceeding related to Customer's or its Users' (a) Prompts or (b) use of the Services in violation of the AUP or Section C.4 (Use Restrictions). Anthropic Claims and Customer Claims are each a "**Claim**", as applicable.
3. **Exclusions.** Neither Party's defense or indemnification obligations will apply to the extent the underlying allegation arises from the indemnified Party's fraud, willful misconduct, violations of law, or breach of the Agreement. Additionally, Anthropic's defense and indemnification obligations will not apply to the extent the Customer Claim arises from: (a) modifications made by Customer to the Services or Outputs; (b) the combination of the Services or Outputs with technology or content not provided by Anthropic; (c) Prompts or other data provided by Customer; (d) use of the Services or Outputs in a manner that Customer knows or reasonably should know violates or infringes the rights of others; (e) the practice of a patented invention contained in an Output; or (f) an alleged violation of trademark based on use of an Output in trade or commerce.
4. **Process.** The indemnified Party must promptly notify the indemnifying Party of the relevant Claim, and will reasonably cooperate in the defense. The indemnifying Party will retain the right to control the defense of any such Claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise, except that the indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or

subjects it to an ongoing affirmative obligation. The indemnifying Party's obligations will be excused if either of the following materially prejudices the defense: (a) failure of the indemnified Party to provide prompt notice of the Claim; or (b) failure to reasonably cooperate in the defense.

5. **Sole Remedy.** To the extent covered under this Section J (Indemnification), indemnification is each Party's sole and exclusive remedy under these Terms for any third-party claims.

K. Warranties and Limits on Liability.

1. **Warranties.** Each Party represents and warrants that (a) it is authorized to enter into these Terms; and (b) entering into and performing these Terms will not violate any of its corporate rules, if applicable. Customer further represents and warrants that it has all rights and permissions required to submit Prompts to the Services.
2. **Disclaimer of Warranties.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW (A) THE SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND; AND (B) ANTHROPIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THIRD-PARTY INTERFACES. ANTHROPIC EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE. ANTHROPIC DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. REFERENCES TO A THIRD PARTY IN THE OUTPUTS MAY NOT MEAN THEY ENDORSE OR ARE OTHERWISE WORKING WITH ANTHROPIC.

3. Limits on Liability.

- a. Except as stated in Section K.3.b, the liability of each Party, and its affiliates and licensors, for any damages arising out of or related to these Terms (i) excludes damages that are consequential, incidental, special, indirect, or exemplary damages, including lost profits, business, contracts, revenue, goodwill, production, anticipated savings, or data, and costs of procurement of substitute goods or services and (ii) is limited to Fees actually paid by Customer for the Services in the previous 12 months.
- b. The limitations of liability in this Section K.3 (Limits on Liability) do not apply to either Party's obligations under Section J (Indemnification).
- c. THE LIMITATIONS OF LIABILITY IN THIS SECTION APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) TO LIABILITY IN TORT, INCLUDING FOR NEGLIGENCE; (C) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (D) EVEN IF THE

BREACHING PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (E) EVEN IF THE INJURED PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

- d. The Parties agree that they have entered into these Terms in reliance on the terms of this Section and those terms form an essential basis of the bargain between the Parties.

L. Miscellaneous.

1. **Notices.** All notices, demands, waivers, and other communications under these Terms (each, a "**Notice**") must be in writing. Except for notices related to demands to arbitrate or where equitable relief is sought, any Notices provided under these Terms may be delivered electronically to the Customer's address or other authorized addresses provided to Anthropic; and to notices@anthropic.com if to Anthropic. Notice is effective only: (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with all requirements of this Section.
2. **Electronic Communications.** Customer agrees to receive electronic communications from Anthropic based on Customer's use of the Services and related to these Terms. Except where prohibited by applicable law, electronic communications may include email, through the Services or Customer's management dashboard, or on Anthropic's website. Anthropic may also provide electronic communications via text or SMS about Customer's use of the Services or as Customer otherwise requests from Anthropic. If Customer wishes to stop receiving such messages, Customer may request it from Anthropic or respond to any such texts with "STOP."
3. **Amendment and Modification.** Anthropic may update these Terms at any time, to be effective the earlier of 30 days after the updates are posted by AWS or Anthropic, or Customer otherwise receives Notice, except that updates made in response to changes to law or regulation take effect immediately upon the earlier of posting or Notice. Changes will not apply retroactively. No other amendment to or modification of these Terms is effective unless it is in writing and signed by both Parties. Failure to exercise or delay in exercising any rights or remedies arising from these Terms does not and will not be construed as a waiver; and no single or partial exercise of any right or remedy will preclude future exercise of such right or remedy.
4. **Assignment and Delegation.** Neither Party may assign its rights or delegate its obligations under these Terms without the other Party's prior written consent, except that Anthropic may assign its rights and delegate its obligations as part of a sale of all or substantially all its business. Any purported assignment or delegation is null and void except as permitted above. No permitted assignment or delegation will relieve the contracting Party or assignees of their obligations under these Terms. These Terms will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

5. **Severability.** If a provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will neither affect any other term or provision of these Terms nor invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify these Terms to reflect the Parties' original intent as closely as possible.
6. **Interpretation.** These Terms will be construed mutually with neither Party considered the drafter. Document and section titles are provided for convenience and will not be interpreted. The phrases "for example" or "including" or "or" are not limiting.
7. **Governing Law.** These Terms are governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law provision. Subject to Section I (Disputes), all suits, action, or proceedings related to these Terms will be instituted exclusively in federal or state courts located in San Francisco, California, and each Party irrevocably submits to their exclusive jurisdiction.
8. **Export and Sanctions.** Customer may not export or provide access to the Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing sentence, this restriction applies
(a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.
9. **Integration.** These Terms (including the AUP, Anthropic's published rates and any other documents or terms that are incorporated by reference by these Terms) constitute the Parties' entire understanding as to the Services' provision and use. These Terms supersede all other understandings and agreements between the Parties regarding the Services.
10. **Force Majeure.** Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.