

Master Services Agreement – Aptem Assess

This Master Services Agreement is entered into as of the Effective Date by and between:

Aptem Ltd, a company incorporated and registered in England and Wales with company number 06824227, whose registered office is at Eagle Point, 167 City Road, Old Street, London, EC1V 1AW ('**Aptem**'); and

The Customer, as identified in the applicable Service Order Form ('SOF') or any other sales document with Aptem to which this Agreement is attached or relates or which otherwise purchases or accesses Services from Aptem.

The parties agree as follows:

Master Services Agreement – Aptem Assess

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1. Definitions and Interpretation

1.1. In this Agreement, the following terms shall have the meanings set out below:

FAUP: Aptem's Fair and Acceptable Use Policy available at <https://support.aptem.co.uk/hc/en-gb/articles/17745480569490-Aptem-Software-Fair-Acceptable-Use-Policy..>

Agreement: the SOF together with this Master Services Agreement and any incorporated documents referenced herein or therein.

Business Day: Any day other than a Saturday, Sunday, or public holiday in England.

Confidential Information: As defined in Clause 7.1.

Customer: The organisation or individual identified in the applicable SOF.

Customer Data: Any data or content uploaded, submitted, or stored in the Software by the Customer or its authorised users, as further described in Clause 6.3.1.

Data Protection Laws: The UK GDPR, the EU GDPR (where applicable), the Data Protection Act 2018, and any other applicable data protection or privacy laws.

Effective Date: The date this Agreement comes into effect, as specified in the applicable SOF.

Excused Downtime: As defined in Clause 2.2.

Force Majeure Event: As defined in Clause 10.1.

Intellectual Property Rights (IPR): Patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, goodwill, rights in designs, database rights, rights to confidential information, and all other similar rights, whether registered or unregistered.

Personal Data: Any information relating to an identified or identifiable natural person processed under this Agreement.

Service Order Form (SOF): A document agreed between the parties that specifies the Customer's service selection in relation to Services, the term, fees, and any additional terms.

Services: Access to the Software and any related services as set out in the SOF.

Software: The software application known as *Aptem Assess*, as updated by Aptem from time to time, described at www.aptemassess.co.uk.

Sub-Processor: Any third party engaged by Aptem to process Personal Data on its behalf under this Agreement.

1.2. In this Agreement: unless the context otherwise requires:

- 1.2.1. cognate versions of the definitions in this Agreement shall bear the corresponding meanings;
- 1.2.2. references to this Master Service Agreement or to the SOF include their Schedules and Appendices;

- 1.2.3. in the event of a direct conflict between the provisions of this Master Services Agreement and the SOF, the terms of the SOF shall prevail unless otherwise stated in the SOF;
- 1.2.4. in the event of any inconsistency between this Agreement and the FAUP, the FAUP will prevail;
- 1.2.5. any use of the word 'including' or similar words will not be limited by the words that precede or follow it;
- 1.2.6. headings do not affect interpretation; and
- 1.2.7. reference to legislation are references to that legislation as amended, extended, re-enacted or consolidated from time to time.

2. Scope of Services

2.1. Service Offering

- 2.1.1. Aptem shall provide the Services to the Customer, as further described in the SOF, and subject to the terms and conditions of this Agreement.

2.2. Service Options

- 2.2.1. The Customer has selected one of the following service options, as indicated in the SOF:
- 2.2.1.1. Pay-As-You-Go (PAYG): Usage-based access where assessments are purchased individually or in tiers; or
 - 2.2.1.2. Subscription: Access on a monthly or annual subscription basis, including a predefined number of assessments.

2.3. Licence to Use

- 2.3.1. Aptem grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Software during the Term, solely for the Customer s internal business purposes, in accordance with this Agreement and the FAUP.

2.4. Flexibility and Validity

- 2.4.1. Assessments purchased under the PAYG option shall expire twelve (12) months from the date of purchase unless otherwise agreed in writing.
- 2.4.2. Assessments included in a subscription do not roll over to subsequent periods unless expressly agreed in the SOF.

2.5. Service Updates and Maintenance

- 2.5.1. Aptem may deploy updates, upgrades, and other changes to the Software or Services (**Changes**) as part of its ongoing SaaS delivery model. Changes and maintenance may occur at any time and may result in downtime. Planned maintenance will be communicated in advance and emergency maintenance will be notified, in each case in accordance with Aptem s standard notification procedures.
- 2.5.2. Where Changes materially affect the Customer s use of the Software, Aptem will provide notice in accordance with its standard notification procedures.

2.6. Updates to Master Services Agreement

- 2.6.1. Aptem may at its discretion amend this Master Services Agreement by notifying the Customer of such amendment by e-mail (an **Update**) together with a copy of the amendment or a link to a copy of the amended version or by any other reasonable means (**Update Notification**). The Master Services Agreement as so amended shall replace the then current version for the purposes of this Agreement thirty (30) days after the Update Notification.
- 2.6.2. If the Customer can demonstrate that it is materially negatively impacted by an Update, it shall notify Aptem within ten (10) Business Days with details of such impact and the Parties shall discuss and endeavour to resolve the issue. If not so resolved, the Customer may terminate this Agreement provided it exercises such right within three months of Update Notification, on not less than thirty (30) Business Days notice. On such termination the Customer shall receive a refund of any pre-paid Fees in respect of such terminated Services.

3. Warranties and Disclaimers

3.1. Aptem's Warranties

- 3.1.1. Aptem warrants that:
- 3.1.1.1. The Software will perform materially in accordance with its published documentation and specifications during the term of the applicable SOF, provided the Customer uses the Software in accordance with this Agreement and the FAUP;
 - 3.1.1.2. It will use reasonable skill and care in providing the Services; and
 - 3.1.1.3. The Software does not infringe any third-party IPR in the United Kingdom.

3.2. Customer's Warranties

- 3.2.1. The Customer warrants that:
- 3.2.1.1. It has all necessary rights, permissions, and consents to upload and process Customer Data in the Software, and that such processing will not violate any applicable law or third-party rights;
 - 3.2.1.2. It will comply with all applicable laws and regulations relating to its use of the Software; and
 - 3.2.1.3. It will not use the Software in a manner that breaches this Agreement, the FAUP, or any applicable laws, including laws relating to data protection, intellectual property, or competition.

3.3. Disclaimer of Other Warranties

- 3.3.1. Except as expressly provided in this Agreement, Aptem disclaims all warranties, representations, conditions, and other terms, whether express, implied, statutory, or otherwise, including but not limited to:
- 3.3.1.1. Implied warranties of quality or fitness for a particular purpose;
 - 3.3.1.2. Any warranty that the Software will operate uninterrupted, error-free, or free of harmful components;
 - 3.3.1.3. Any warranty regarding the accuracy, completeness, or reliability of the results or outputs derived from the Software; and
 - 3.3.1.4. Any warranty relating to third-party products, integrations, or services used in connection with the Software or Services.

3.4. No Reliance on Pre-Contractual Statements

- 3.4.1. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by Aptem or on its behalf that is not expressly set out in this Agreement or the SOF (unless fraudulent).

3.5. Modifications and Updates

- 3.5.1. The Customer acknowledges and agrees that:
- 3.5.1.1. Aptem may make modifications, updates, or improvements to the Software from time to time, which may add, remove, or alter functionality, provided that such changes do not materially reduce the overall performance of the Software.

4. Payment

4.1. Fees and Charges

- 4.1.1. The Customer agrees to pay all fees and charges for the Services, as detailed in the applicable SOF. Fees may include, but are not limited to:
- 4.1.1.1. Subscription fees, payable on a monthly or annual basis;
 - 4.1.1.2. Usage-based fees for PAYG Services; and
 - 4.1.1.3. Charges for any additional Services requested by the Customer, as set out in the SOF.
- 4.1.2. If the Customer disputes any portion of an invoice, the Customer must notify Aptem in writing within ten (10) Business Days of receiving the invoice, providing detailed reasons for the dispute. The undisputed portion of the invoice shall remain payable by the due date as set out in the Billing Terms in the applicable SOF or in Clause 4.2.1.2. The

parties shall work in good faith to resolve any dispute within thirty (30) days of notification.

- 4.1.3. If the Customer exceeds the agreed number of assessments or usage limits specified in the applicable SOF, Aptem reserves the right to charge additional fees for the excess usage. Such fees will be calculated based on the standard rate as stated in the applicable SOF for the applicable service option and invoiced in accordance with this Agreement.

4.2. Payment Methods

4.2.1. Invoice Payments:

- 4.2.1.1. For Customers approved to pay by invoice, Aptem will issue invoices in accordance with the billing period specified in the SOF.
- 4.2.1.2. Payment terms for invoices are thirty (30) days from the invoice date, unless otherwise specified in the Billing Terms in the SOF.
- 4.2.1.3. Payments must be made via bank transfer or any other method agreed in writing between the parties to Aptem's bank account stated on the invoice or otherwise notified to the Customer.

4.2.2. Card Payments:

- 4.2.2.1. For Customers signing up online, payment must be made in advance by credit or debit card.
- 4.2.2.2. The Customer's card will be charged automatically at the start of each subscription period (e.g., monthly or annually) or at the point of purchase for PAYG assessments.
- 4.2.2.3. The Customer is responsible for ensuring that their card details are accurate and up to date to avoid interruptions to service.

4.3. Taxes

All Fees are stated exclusive of applicable VAT or other supply tax or duty and the Customer is accordingly responsible for all such taxes or duties imposed by taxing authorities in connection with the Fees, excluding taxes based on Aptem's income.

- 4.3.1. Aptem will itemise any applicable VAT or similar taxes on each invoice or online payment receipt in accordance with applicable law.

4.4. Late Payments

- 4.4.1. If a Customer fails to make payment by the due date, Aptem reserves the right to:

- 4.4.1.1. Charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate, calculated daily from the due date until the date of payment; and/or

4.4.1.2. Suspend access to the Software until payment is received in full.

4.5. Non-Refundable Fees

4.5.1. Except as expressly provided in this Agreement, all fees paid by the Customer are non-refundable, including fees for unused assessments, Services, or subscription periods.

4.6. Changes to Fees

4.6.1. Aptem reserves the right to adjust its fees and charges.

4.6.2. Any changes will not affect Fees already agreed in an active SOF during the first twelve months of the applicable term. Following the end of such period, the Fees shall automatically be increased by a percentage equal to the percentage increase in the Office for National Statistics (ONS) Consumer Prices Index (CPI) in the 12 month period since the date on which the previously prevailing Fee was applicable plus 2%,

4.6.3. Aptem will provide the Customer with at least 30 days prior notice of any changes to Fees for renewals or new SOFs.

4.7. Special Terms

4.7.1. Any variations to the payment terms, including bespoke payment arrangements, will be documented in the SOF or an applicable addendum and must be agreed in writing by both parties.

5. Term and Termination

5.1. Term

5.1.1. This Agreement shall commence on the Effective Date and continue for the duration specified in the applicable SOF, unless terminated earlier in accordance with this clause.

5.1.2. For subscription-based Services:

5.1.2.1. Monthly Subscriptions: The term will renew automatically on a rolling monthly basis unless either party provides written notice of termination at least 30 days, such notice to expire at the end of a subscription month.

5.1.2.2. Annual Subscriptions: The term will automatically renew for successive twelve (12) month periods unless either party provides written notice of termination at least 60 days prior to the end of the twelve month period concerned.

5.1.3. For PAYG Services: The term of this Agreement will remain in effect until all purchased assessments have been used or have expired, unless terminated earlier in

accordance with this clause.

5.2. Termination for Convenience

- 5.2.1. Either party may terminate this Agreement or any active SOF for convenience by providing at least 30 days prior written notice to the other party.
- 5.2.2. If the Customer terminates an agreement before the end of the agreed term without cause (as set out in Clause 5.3), the Customer shall remain liable for all fees due under the applicable SOF for the remainder of the term. Aptem will issue a final invoice for the outstanding balance, which will be payable in accordance with Clause 3.2.
- 5.2.3. Fees already paid by the Customer prior to termination will not be refundable, except as expressly provided in the applicable SOF.
- 5.2.4. If Aptem terminates the Agreement or SOF for convenience, the Customer shall only be liable for fees incurred up to the effective date of termination. Aptem will provide a pro-rata refund of any pre-paid fees for the unused portion of the subscription or service period.

5.3. Termination for Cause

- 5.3.1. Either party may terminate this Agreement or any active SOF immediately upon written notice if:
 - 5.3.1.1. The other party commits a material breach of this Agreement that is not remedied within 60 days of receiving written notice specifying the breach;
 - 5.3.1.2. The other party becomes insolvent, is unable to pay its debts as they fall due, or enters into administration, receivership, or liquidation; or
 - 5.3.1.3. The other party is unable to perform its obligations under this Agreement due to a Force Majeure Event (as defined in Clause 10.1) lasting more than 60 days.

5.4. Effects of Termination

- 5.4.1. Upon termination or expiry of this Agreement for any reason:
 - 5.4.1.1. The Customer's access to the Software will immediately cease, and the Customer must stop using the Software;
 - 5.4.1.2. Any fees due and payable by the Customer at the date of termination will remain payable, and Aptem reserves the right to issue final invoices for any amounts owed; and
 - 5.4.1.3. The Customer must, at Aptem's direction, delete or return all Confidential Information and personal data belonging to Aptem, except as otherwise required by applicable law.

5.5. Surviving Provisions

- 5.5.1. The following provisions will survive termination or expiry of this Agreement: Confidentiality, Intellectual Property, Limitation of Liability, Data Protection, and any other provisions that, by their nature, are intended to survive termination.

6. Intellectual Property

6.1. Ownership of Intellectual Property

- 6.1.1. All IPR in the Software, related documentation, and any enhancements, modifications, or derivative works thereof, are and shall remain the sole and exclusive property of Aptem or its licensors.
- 6.1.2. Nothing in this Agreement transfers or grants any ownership rights in the Software or related IPR to the Customer, except for the limited rights explicitly granted under this Agreement.

6.2. Licence to Use the Software

- 6.2.1. Subject to the Customer's compliance with the terms of this Agreement and any applicable SOF, Aptem grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Software during the term of the applicable SOF, solely for the Customer's internal business purposes.
- 6.2.2. The Customer shall not:
- 6.2.2.1. Copy, modify, create derivative works of, or distribute the Software;
 - 6.2.2.2. Reverse engineer, decompile, or disassemble the Software, except to the extent such actions may not be prohibited by applicable law;
 - 6.2.2.3. Use the Software in a manner that breaches the FAUP; or
 - 6.2.2.4. Resell, sublicense, or provide the Software to third parties without Aptem's prior written consent.

6.3. Customer Data and Feedback

- 6.3.1. The Customer retains all ownership rights in any data or content uploaded, submitted, or stored in the Software by the Customer or its authorised users ("Customer Data").
- 6.3.2. The Customer grants Aptem a limited, non-exclusive licence to process, store, and use Customer Data solely to the extent necessary to provide the Services in accordance with this Agreement.
- 6.3.3. Aptem reserves the right to collect, process, and use data generated by the Customer's use of the Software in an anonymised and aggregated form for its own purposes, including but not limited to:

- 6.3.3.1. Improving the functionality, performance, and features of the Software;
 - 6.3.3.2. Developing new products and services;
 - 6.3.3.3. Generating statistical or analytical insights; and
 - 6.3.3.4. Any other lawful business purposes.
- 6.3.4. For the avoidance of doubt, any data used by Aptem under Clause 6.3.3 will be anonymised such that it no longer identifies any individual or organisation and does not constitute Personal Data under applicable Data Protection Laws.
- 6.3.5. Any feedback, suggestions, or ideas provided by the Customer to Aptem regarding the Software may be freely used by Aptem without restriction or obligation, provided such feedback does not include the Customer's Confidential Information.

6.4. Third-Party Components

- 6.4.1. The Software may include components licensed from third parties. The Customer acknowledges and agrees that such third-party components are subject to their own licence terms, which Aptem will make available upon request.

6.5. Protection of Intellectual Property

- 6.5.1. The Customer must not remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Software or related documentation.
- 6.5.2. If the Customer becomes aware of any unauthorised use, copying, or distribution of the Software, it must notify Aptem promptly and provide reasonable assistance in preventing or resolving such activities.

6.6. Reservation of Rights

- 6.6.1. All rights not expressly granted to the Customer under this Agreement are reserved by Aptem.

7. Confidentiality

7.1. Definition of Confidential Information

- 7.1.1. "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") under this Agreement, whether in written, electronic, or oral form, that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 7.1.2. Confidential Information includes, but is not limited to:

- 7.1.2.1. Information relating to the Software, including its design, functionality, source code, and pricing;
- 7.1.2.2. Business plans, strategies, customer lists, financial information, and marketing data; and
- 7.1.2.3. Personal Data processed under this Agreement.

7.2. Exclusions from Confidential Information

Confidential Information does not include information that:

- 7.2.1. Is or becomes publicly available without breach of this Agreement by the Receiving Party;
- 7.2.2. Was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;
- 7.2.3. Is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or
- 7.2.4. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.3. Obligations of the Receiving Party

The Receiving Party shall:

- 7.3.1. Use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations or exercising its rights under this Agreement;
- 7.3.2. Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under Clause 7.4;
- 7.3.3. Protect the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care; and
- 7.3.4. Promptly notify the Disclosing Party if it becomes aware of any unauthorised use or disclosure of Confidential Information.

7.4. Permitted Disclosures

The Receiving Party may disclose the Disclosing Party's Confidential Information:

- 7.4.1. To its employees, agents, consultants, or subcontractors who need to know such information for the purposes of fulfilling the Receiving Party's obligations under this Agreement, provided that such persons are bound by confidentiality obligations no less stringent than those set out in this Agreement;

- 7.4.2. As required by law, regulation, or a valid court order, provided that the Receiving Party notifies the Disclosing Party (where legally permissible) prior to such disclosure and provides reasonable assistance in limiting the disclosure; or
- 7.4.3. To its professional advisors (e.g., legal or financial advisors) under obligations of confidentiality.

7.5. Return or Destruction of Confidential Information

- 7.5.1. Upon termination or expiry of this Agreement, or at the Disclosing Party's request, the Receiving Party shall:
 - 7.5.1.1. Return or destroy all copies of the Disclosing Party's Confidential Information in its possession or control; and
 - 7.5.1.2. Certify in writing to the Disclosing Party that such return or destruction has been completed, except where retention is required by applicable law.

7.6. Duration of Confidentiality Obligations

- 7.6.1. The obligations under this clause shall survive termination or expiry of this Agreement for a period of five (5) years, except with respect to trade secrets, for which the obligations shall survive indefinitely.

8. Liability

8.1. No Exclusion of Liability for Certain Losses

- 8.1.1. Nothing in this Agreement excludes or limits either party's liability for:
 - 8.1.1.1. Death or personal injury caused by its negligence;
 - 8.1.1.2. Fraud or fraudulent misrepresentation; or
 - 8.1.1.3. Any other liability that cannot be excluded or limited under applicable law.

8.2. Exclusion of Certain Types of Losses

- 8.2.1. Subject to Clause 8.1, Aptem shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 8.2.1.1. Loss of profits, revenue, or anticipated savings;
 - 8.2.1.2. Loss of business opportunity, goodwill, or reputation;
 - 8.2.1.3. Loss of bargain;
 - 8.2.1.4. Loss of or corruption to data; or
 - 8.2.1.5. Any indirect, consequential, or special loss or damage,

in each case, even if such losses or damages were foreseeable or Aptem had been advised of the possibility of such losses or damages.

8.3. Limit on Liability

8.3.1. Subject to Clause 8.1, Aptem's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to:

8.3.1.1. For subscription Services: The total fees paid by the Customer to Aptem in the 12 months preceding the event giving rise to the liability; or

8.3.1.2. For PAYG Services: The total fees paid by the Customer to Aptem for the affected assessments.

8.4. Customer Responsibilities

8.5. The Customer shall and shall ensure that all of its employees or other persons who receive the Services shall at all times comply with all applicable laws relating to the use or receipt of the Services.

8.6. The Customer shall at all times and in all respects:

8.6.1. perform its obligations in accordance with the terms of this Agreement;

8.6.2. co-operate with Aptem in all matters arising under this Agreement or otherwise relating to the performance of the Services; and

8.6.3. inform Aptem in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services.

8.6.4. Aptem's obligations under this Agreement shall not apply to the extent that any non-conformance with them is caused by any act or omission of the Customer, including the receipt or use of the Services contrary to Aptem's recommendations.

8.7. Customer Acknowledgements

8.7.1. 8.4.1 The Customer acknowledges and agrees that:

8.7.1.1. The Software is not designed for, nor should it be used in, any business-critical or high-risk environments where failure of the Software could lead to significant loss or damage; and

8.7.1.2. It is the Customer's responsibility to ensure it maintains adequate backups of its data and implements appropriate safeguards to minimise potential losses.

8.8. Force Majeure

- 8.8.1. Aptem shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event (as defined in Clause 10).

9. Data Protection

9.1. Compliance with Data Protection Laws

- 9.1.1. Each party shall comply with all Data Protection Laws.

9.2. Roles and Responsibilities

- 9.2.1. The Customer acts as the Data Controller, and Aptem acts as the Data Processor with respect to any Personal Data relating to the Customer and its users.
- 9.2.2. The Customer is responsible for ensuring that it has all necessary rights, permissions, and consents to provide Personal Data to Aptem for processing in connection with the Customer's use of the Software.
- 9.2.3. Aptem will process Personal Data only:
- 9.2.3.1. To the extent necessary or desirable to provide the Services and the Customer hereby instructs Aptem to process it for such purposes; and
- 9.2.3.2. In accordance with the Customer's other documented instructions and as required by applicable law.

9.3. Sub-Processors

- 9.3.1. The Customer authorises Aptem to engage Sub-Processors for the purposes of processing Personal Data under this Agreement.
- 9.3.2. Aptem will ensure that all Sub-Processors are bound by written agreements imposing data protection obligations equivalent to those in this Agreement.
- 9.3.3. A list of current Sub-Processors is available at <https://support.aptem.co.uk/hc/en-gb/articles/16589680589842-Aptem-Sub-Processors> and will be updated as necessary. Aptem will notify the Customer in advance of any intended changes to the Sub-Processor list, giving the Customer the opportunity to object on reasonable grounds related to data protection within 10 business days of notification.
- 9.3.4. If the Customer objects to a new Sub-Processor, the parties will work together in good faith to find a commercially reasonable resolution. If no resolution is reached, the Customer may terminate the affected Services by providing written notice.

9.4. Data Security

- 9.4.1. Aptem will implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage.
- 9.4.2. Such measures will include encryption, access controls, and regular system testing to ensure a level of security appropriate to the risk.
- 9.4.3. Aptem will review and update its security measures from time to time to ensure ongoing compliance with Data Protection Laws and industry good practice.

9.5. Personal Data Breach

- 9.5.1. In the event of a Personal Data Breach (as defined in Data Protection Laws) affecting Personal Data processed by Aptem under this Agreement on behalf of the Customer, Aptem will notify the Customer without undue delay.
- 9.5.2. Such notification will include:
 - 9.5.2.1. A description of the nature of the breach, including, where possible, the categories and approximate number of data subjects and data records affected;
 - 9.5.2.2. The measures taken or proposed to be taken by Aptem to address the breach; and
 - 9.5.2.3. Any information reasonably requested by the Customer to fulfil its reporting obligations under Data Protection Laws.

9.6. Data Subject Rights

- 9.6.1. Taking into account the nature of the processing, Aptem will assist the Customer in responding to requests from data subjects to exercise their rights under Data Protection Laws, including access, rectification, erasure, restriction, portability, and objection.
- 9.6.2. If Aptem receives a direct request from a data subject concerning Personal Data processed under this Agreement, Aptem will notify the Customer promptly and will not respond to the request unless instructed to do so by the Customer or required by law.

9.7. Data Retention and Deletion

- 9.7.1. Upon termination of this Agreement and of any surviving obligations or rights which require Aptem to continue to process Personal Data Aptem shall (unless required by Data Protection Laws to store the Personal Data) either:
 - 9.7.1.1. in line with Aptem s backup policy (the **Backup Policy**), promptly destroy or erase all copies of Personal Data in its possession; or
 - 9.7.1.2. at the Customer s request received no later than ten (10) Business Days after termination of this Agreement, and at the Customer's expense (based on the time

spent by Aptem at its standard rates in securely locating, separating and transmitting such Personal Data), promptly return one complete copy of all Personal Data in its possession to the Customer and destroy or erase all remaining copies in its possession;

provided, in either case, where prompt destruction or erasure is not practical, particularly but without limitation with regard to copies made for backup purposes and not for active use, the Personal Data concerned may be retained until Aptem's next deletion or destruction cycle for such data.

9.8. Audit and Records

- 9.8.1. Aptem will maintain records of its processing activities in accordance with Data Protection Laws and, upon reasonable request, make such records available to the Customer to demonstrate compliance.
- 9.8.2. Upon the Customer's written request, Aptem agrees to submit to audits conducted by the Customer or a third-party auditor appointed by the Customer, provided that:
 - 9.8.2.1. Such audits are conducted during normal business hours, with at least 30 days' prior written notice;
 - 9.8.2.2. The scope of the audit is reasonable and proportionate to the Customer's data protection obligations; and
 - 9.8.2.3. The Customer bears all costs associated with the audit.

10. Force Majeure

10.1. Definition of Force Majeure

- 10.1.1. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for the obligation to pay fees) to the extent that such failure or delay is caused by events beyond the reasonable control of that party ("Force Majeure Event").
- 10.1.2. Force Majeure Events include, but are not limited to:
 - 10.1.2.1. Acts of God, such as floods, earthquakes, or other natural disasters;
 - 10.1.2.2. Acts of government, including laws, regulations, orders, or actions restricting or preventing performance;
 - 10.1.2.3. War, armed conflict, terrorism, civil unrest, or political instability;
 - 10.1.2.4. Labour disputes, strikes, or lockouts (excluding those involving the affected party's workforce);

- 10.1.2.5. Failures of third-party services or utilities, including internet or telecommunications outages and power failures; and
- 10.1.2.6. Cyberattacks, ransomware, or other malicious acts beyond the control of the affected party.

10.2. Obligations During a Force Majeure Event

- 10.2.1. The party affected by a Force Majeure Event shall:
 - 10.2.1.1. Promptly notify the other party in writing of the Force Majeure Event, including its expected duration and the impact on its obligations under this Agreement;
 - 10.2.1.2. Take all reasonable steps to minimise the impact of the Force Majeure Event on the performance of its obligations; and
 - 10.2.1.3. Resume performance of its obligations as soon as reasonably practicable after the Force Majeure Event has ended.

10.3. Termination Due to Force Majeure

- 10.3.1. If a Force Majeure Event prevents either party from performing its obligations under this Agreement for a continuous period of more than 60 days, either party may terminate this Agreement or any affected SOF immediately by providing written notice to the other party.

10.4. Exclusions

- 10.4.1. A Force Majeure Event does not relieve either party of its obligation to pay any fees due under this Agreement.

11. General Provisions

11.1. Governing Law and Jurisdiction

- 11.1.1. This Agreement and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 11.1.2. If any dispute or difference (**Dispute**) arises under this Agreement it shall first be referred to Aptem Assess support. If it is not resolved by them within ten (10) Business Days, it shall be referred for resolution to a senior member of the Aptem team and the Customer's Executive Sponsor or senior executive. Should the Dispute remain unresolved within twenty (20) Business Days after such reference. Clause 11.1.3 shall apply.
- 11.1.3. For Disputes not resolved by the process set out above the Parties shall first seek settlement by mediation in accordance with the LCIA Mediation Rules, which Rules are

deemed to be incorporated by reference into this Clause. If the Dispute is not settled by mediation within sixty (60) days of the commencement of the mediation, it shall be referred to and finally resolved by arbitration in London before a single arbitrator under the LCIA Rules, which are deemed to be incorporated by reference into this Clause. The above shall not prevent either party applying to the English courts for emergency relief.

11.2. Notices

- 11.2.1. Any notice or other communication required or permitted to be given under this Agreement must be in writing and delivered to the other party by hand, email, or first-class post to the address or email address set out in the applicable SOF or as otherwise notified in writing.
- 11.2.2. Notices shall be deemed to have been received:
- 11.2.3. If delivered by hand, on the day of delivery;
- 11.2.4. If sent by first-class post, two (2) Business Days after posting; and
- 11.2.5. If sent by email, at the time of transmission, provided no delivery failure notification is received.

11.3. Assignment

- 11.3.1. The Customer may not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without Aptem's prior written consent.
- 11.3.2. Aptem may assign or transfer its rights or obligations under this Agreement to an affiliate or as part of a sale, merger, or reorganisation of its business, provided that such assignment does not reduce the Customer's rights under this Agreement.

11.4. Entire Agreement

- 11.4.1. This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- 11.4.2. This Agreement supersedes and extinguishes all prior agreements, understandings, representations, or warranties, whether written or oral, relating to such subject matter.

11.5. Amendments

- 11.5.1. No modification or amendment of this Agreement shall be effective unless it is in writing and signed by authorised representatives of both parties or it is an Update made in accordance with this Agreement. Waiver

- 11.5.2. A failure or delay by either party to enforce any provision of this Agreement or exercise any right or remedy shall not constitute a waiver of that or any other provision, right, or remedy.

11.6. Severability

- 11.6.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- 11.6.2. The parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, as far as possible, the intended commercial result of the original provision.

11.7. Third-Party Rights

- 11.7.1. A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11.8. Counterparts

- 11.8.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by DocuSign or other recognised electronic signature method.