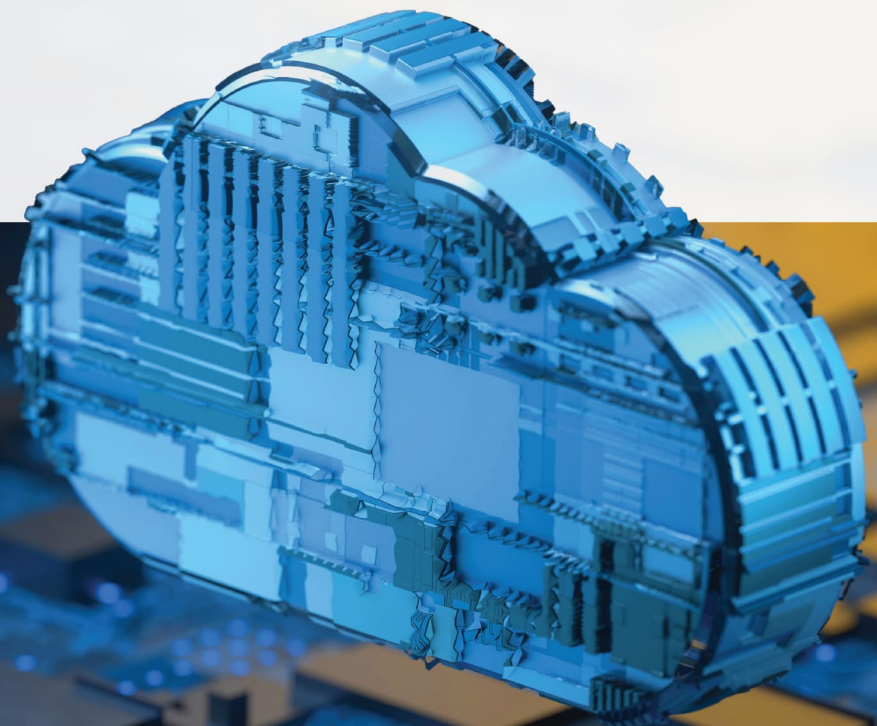




Crown Commercial Service: G-Cloud 15 (GC15) framework Terms and Conditions (T&Cs)

Proposal no.: RM1557.15

Date: 29 January 2026



SAP Terms and Conditions

SAMPLE

SAP Cloud Order Form

Between **SAP America, Inc.**
 3999 West Chester Pike
 Newtown Square, PA 19073
 ("SAP")

And **Sample Co.**
 First Street 123
 00000 Anywhere
 ("Customer")

Customer ID: 456789

Case ID: 9012345

1. EFFECTIVE DATE

- 1.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by Customer ("Effective Date") on or prior to 04/09/2024.

2. CLOUD SERVICES

2.1. Cloud Service Order and Support

- 2.1.1. Customer subscribes to and SAP will provide the Cloud Services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 or Customer receives Cloud Credits to activate cloud services from a specific price list.

- 2.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement or otherwise chosen by Customer in an administrative cockpit provided by SAP, SAP will provide Customer with "SAP Enterprise Support Cloud Editions" for the Cloud Services as set forth in the Cloud Support Schedule.

2.2. Subscription Term

2.2.1. The initial subscription term of the Order Form will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in Schedule 1 (“Initial Subscription Term”).

2.2.2. Unless the Supplement states otherwise, the Initial Subscription Term and any renewal Subscription Term will automatically renew for terms of 12 months (“each a “Renewal Subscription Term”). Auto-renewal will not occur if Customer notifies SAP at least 1 month or SAP notifies Customer at least 6 months prior to the end of any Subscription Term of its intent to not renew the Order Form.

3. PAYMENT TERMS AND INVOICING

3.1. Customer shall pay all fees due to SAP 30 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

3.2. Unless the Supplement states otherwise, fees for the Cloud Services and Cloud Credits will be invoiced by SAP and paid by Customer yearly in advance. SAP will deduct fees or invoice Customer monthly in arrears for use of the Active Cloud Services in the preceding month as further set out in this Order Form.

3.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the fees for the Cloud Services and Cloud Credits in accordance with this Order Form.

3.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.

- 3.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.
- 3.6. SAP may provide invoices to the email address provided by Customer below as main contact.

4. AUTHORIZED ADMINISTRATORS

- 4.1. Customer contacts for order confirmation and system notices are:

Main contact name:	Kim CIO
Main contact e-mail:	CIO@SampleCo.com
Technical administrator name:	Benja SysAdmin
Technical administrator e-mail:	Benja@SampleCo.com

- 4.2. The following token can be used by Customer to select a different or additional User and gain access to SAP support web sites: User

Onboarding Token: 666aaa-111-bbb-2222-cccccc

User Onboarding Website:

<https://account.sap.com/manage/onboarding/666aaa-111-bbb-2222-cccccc>

5. SUBSCRIPTION CLOUD SERVICES

- 5.1. Application

This Section applies only to Subscription Cloud Services as defined below.

5.2. Specific Definitions

5.2.1. "Subscription Cloud Services" means all Cloud Services subscribed to under this Order Form, except for Subscription Plus Excess Use Cloud Services, CPEA Cloud Services, BTPEA Cloud Services, ICEA Cloud Services Pay-As-You-Go Cloud Services and Joule AI Services, if any.

5.2.2. "Excess Use" means any use of a Subscription Cloud Service that exceeds the Usage Metrics and volume stated in Schedule 1 in this Order Form.

5.3. Excess Use

Fees for Excess Use accrue from the date the Excess Use began. Customer shall execute an additional Order Form to document subscriptions for additional Usage Metrics and volume. Customer shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 27.04.2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

6. ADDITIONAL TERMS

The Agreement is subject to the following modifications: 6.1. Product Development Schedule

The Product Development Schedule published at <http://sap.com/agreements-cloud-product-development-schedule> (which will be provided by SAP upon request upon or before execution of the Order Form) is incorporated into and becomes an integral part of the Order Form.

6.2. Publicity

SAP may include Customer's name and subscribed Cloud Services in SAP customer lists and earnings communications.

7. EXPORT RESTRICTIONS

Customer may not use the Cloud Services, Documentation and other Cloud Materials in any country where these may not be used according to the export control and trade sanctions laws of the United States, the EU, Germany or any other applicable export control and trade sanctions laws. Customer may not permit the use of the Cloud Services, Documentation and other Cloud Materials to any end user with whom transactions are prohibited in accordance with the terms of the Agreement. Further information on SAP's Export Control and Sanctions Compliance can be found at:

<https://www.sap.com/about/agreements/export-statements.html>.

8. REFERENCED DOCUMENTS

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Document 1: This Order Form including Schedule 1 ("Order Form") Document 2: Supplemental Terms and Conditions for Cloud Services ("Supplement") published under <http://www.sap.com/agreements-cloud-supplement>

Document 3: Support Schedule for Cloud Services ("Cloud Support Schedule") published under <http://www.sap.com/agreements-cloud-support>

Document 4: Service Level Agreement for Cloud Services ("SLA") published under <http://www.sap.com/agreements-cloud-service-level-agreement>

Document 5: Data Processing Agreement for Cloud Services, SAP Support and SAP Services ("DPA") (The DPA will serve as a commissioned written

data processing agreement) published under <https://www.sap.com/data-processing-agreements>

Document 6: General Terms and Conditions for Cloud Services (“GTC”) published under <https://www.sap.com/about/trust-center/agreements/General Terms and Conditions for Cloud Services>

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer’s records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to “Service” mean “Cloud Service”, and to “Named Users” mean “Authorized Users.”

Accepted by:

Sample Co.
(Customer)

Not for signature

Name:

Title:

Date:

Schedule 1

Pricing Summary

From 27/04/2024 to 26/04/2027

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee In USD
SAP SFSF Recruiting	1 Users	1	10.00	27/04/2024	26/04/2027	30.00
Total Net Fee:						30.00

Period from 27/04/2024 to 26/04/2027:	30.00
Total Net Fee:	30.00

The amounts set out above are subject to fee changes as set forth in the Order Form.

The amounts set out above are net amounts. Applicable taxes are not included. This is not a tax invoice.

Usage Metric Limitation shows the maximum quantity that Customer may use over a 12-month period, unless:

a) the name of the Cloud Service includes “Cloud Platform Enterprise Agreement” “Cloud Platform Voucher” or “Business Technology Platform Enterprise

Agreement”, in which case the Usage Metric Limitation shows the amount of (Gross) Cloud Credits available for a Cloud Credits Period; or

b) the name of the Cloud Service includes “Pay-As-You-Go”.

EPI-USE Products

This agreement is relevant for:

The HCM Productivity Suite
Query Manager
Variance Monitor
DSM for HCM
Archive Central
Data Sync Manager Suite (DSM)

Master Subscription Agreement

entered into between

EPI-USE Limited

2-3 Castle Business Village, 36 Station Road, Hampton, TW12 2BX, United Kingdom

and

[insert full legal name of License]

THIS AGREEMENT is dated _____ (the **Effective Date**)

BETWEEN

- (1) EPI-USE Limited ("**Reseller**"); and
- (2) _____ ("**Licensee**"),
- (together the "**Parties**" and each a "**Party**").

IN CONSIDERATION of the mutual benefit of the Parties of the arrangements referred to in this Agreement **IT IS AGREED** as follows:

1. INTRODUCTION

- 1.1 EPI-USE Switzerland AG ("EPI-USE") of Aegeristrasse 5, 6300, Zug, Switzerland (registration number CHE-488.199.411), is the exclusive owner of the software applications and products as set out in this Agreement, specifically Annexure B ("the EPI-USE Products");
- 1.2 EPI-USE has appointed Reseller on a non-exclusive basis to market, demonstrate, sell, sub-license and support the EPI-USE Products within a defined territory;
- 1.3 Reseller has the rights to license and provide services for the EPI-USE Products within a defined territory;
- 1.4 Licensee wishes to subscribe to services to use the EPI-USE Products on its computer systems and receive Professional Services; and
- 1.5 Reseller wishes to grant Licensee a subscription to use the EPI-USE Products on its computer systems and will perform Professional Services subject to the terms set out in this Agreement, which supersedes and prevails over all other arrangements between the Parties as to its terms and conditions and subject matter.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context clearly indicates a contrary intention, the following expressions have the following meanings and cognate expressions shall have corresponding meanings:

2.1.1 “Agreement” means this agreement;

2.1.2 “EPI-USE Products” generally mean the software applications and products set out herein;

2.1.3 “DSM Products” mean the subset of EPI-USE Products known as the Data Sync Manager product suite, that is concerned with the creation of data base system shells and the copying of data between SAP non-production systems;

2.1.4 “Distinguishing Marks” mean, in respect of each Party, the trademarks, trade names, symbols, logos or similar identifying marks belonging to that Party and, in the case of EPI-USE and Reseller, used by them in connection with the EPI-USE Products and Documentation;

2.1.5 “Documentation” means the most current accompanying explanations for the EPI-USE Products that are provided to Licensee in machine-readable format; The Documentation shall be sufficient to reasonably enable Licensee personnel to use, operate and understand the use and operation of the EPI-USE Products;

2.1.6 “Enhancement” means the addition or enhancement to the EPI-USE Products that does not require changes to the ready-to-execute, “basis” or “kernel” source code of the EPI-USE Products;

- 2.1.7 “Intellectual Property Rights” means all rights arising by virtue of, or in relation to, copyright, trade marks (registered or unregistered), patents, know-how, methodologies, confidential information, trade and business secrets, and any other similar rights howsoever arising in the execution of, or pursuant to, this Agreement;
- 2.1.8 “Licensee” means the end user who is further identified in this Agreement as “Licensee”;
- 2.1.9 “Modification” means a change to the EPI-USE Products that, of necessity, changes the ready-to-execute “basis” or “kernel” source code of the EPI-USE Products;
- 2.1.10 “Production System” means a business system of record or a system that is not solely used for system development, system testing or training activities;
- 2.1.11 “Redacting Rules” means the definition of table fields and the transformation routines assigned to them contained in the redaction policy, as validated by both Parties;
- 2.1.12 “Reseller” means the partner which is further identified in this Agreement as “Reseller”;
- 2.1.13 “Services” means collectively the subscription service to use the EPI-USE Products and any professional services, under this Agreement.
- 2.1.14 “Use of EPI-USE Products” means installing the software, using the software in day-to-day operations, and upgrading the software on the Licensee’s computer system;

2.1.15 “Works” mean all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material, and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Licensee in the course of using the EPI-USE Products and/or Documentation, including without limitation computer programs, computer systems, data, and documentation.

2.2 In this Agreement:

- 2.2.1 the singular includes the plural and vice versa and words importing one gender includes every other gender. Any reference to a juristic person includes a natural person and vice versa;
- 2.2.2 the clause headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 2.2.3 if any definition contains a substantive provision conferring rights and/or obligations upon a party, then effect shall be given thereto as if it were contained in the body of this Agreement.

3. LICENSE & PERMITTED USE OF EPI-USE PRODUCTS

- 3.1 Reseller, as an agent of EPI-USE, hereby grants Licensee a non-exclusive, non-transferable license to use the EPI-USE Products during the Subscription Term indicated in this Agreement, unless terminated in accordance with this Agreement. The EPI-USE Products are licensed, not sold, to Licensee. Licensee owns the media on which the EPI-USE Products is recorded, but EPI-USE retains title to the EPI-USE Products and to any copies that are authorised by this License EPI-USE also retains all Intellectual Property Rights in and connected with the EPI-USE Products, including, without limitation, all copyrights, trademark rights, and all other intellectual property rights. Licensee agrees to refrain from any action that would diminish such rights or would call them into question. Licensee agrees that this License shall apply to any software provided by Reseller or EPI-USE as replacement or upgrade software to substitute for or to be used in conjunction with the EPI-USE Products accompanying this License.
- 3.2 Licensee may not sublicense the EPI-USE Products, provided that this does not preclude the granting of rights to use of the EPI-USE Products to permitted users.
- 3.3 Except as permitted by applicable law and this License, the EPI-USE Products may not be reverse-engineered, disassembled, modified, rented, leased, loaned, distributed, or the like and/or used to create derivative Works. Licensee's rights under this License shall terminate if the Licensee fails to remedy such breach within fifteen (15) days of written notice from EPI-USE or Reseller to do so.
- 3.4 Reseller and EPI-USE shall provide all Documentation for the EPI-USE Products and shall update the Documentation as needed from time to time. Licensee shall have the right to reproduce and distribute the Documentation for purposes of its operations.

4. DURATION

- 4.1 Subject to the other provisions of this Agreement, this Agreement commences and endures until terminated as provided for this Agreement.

5. RESELLER OBLIGATIONS

- 5.1 Reseller shall ensure that all registration, permits, licenses, approvals and other government approvals have been secured in relation to Licensee's utilisation of the EPI-USE Products.
- 5.2 NOT USED

6. ENTITLEMENT TO PRODUCT SUPPORT AND MAINTENANCE

- 6.1 Licensee shall be entitled to product support and maintenance as outlined in this Agreement as long as all Subscription Fees are paid.

7. FEES AND PAYMENT

- 7.1 Licensee shall pay Reseller fees in advance to use the EPI-USE Products ("Subscription Fee") or to receive Professional Services. The Subscription Fees are based on monthly periods that begin on the subscription start date and repeat on the same date each month thereafter, until the subscription end date.
- 7.2 Reseller shall invoice Licensee for all amounts payable in terms of this Agreement and all payments must be made into the bank account nominated by Reseller.
- 7.3 Upon execution of this Agreement, Reseller shall provide a product activation key for the duration of the Subscription Term.

- 7.4 The fee provided for in this clause 7 excludes value-added or sales tax or any other tax ("Taxes"), which is levied on sales of this nature. If such tax is payable, it shall be paid by Licensee in addition to the fees. Licensee will provide Reseller with any information reasonably requested to determine whether Reseller are obligated to collect Taxes from you, including your tax or VAT identification number. If Licensee is legally entitled to an exemption from any sales, use, or similar transaction tax, Licensee is responsible for providing Reseller with legally-sufficient tax exemption certificates for each taxing jurisdiction. Reseller will apply the tax exemption certificates to charges under Licensee's account occurring after the date Reseller receives the tax exemption certificates. If any deduction or withholding is required by law, Reseller will notify Licensee and Licensee will pay Reseller any additional amounts necessary to ensure that the net amount that Reseller receive, after any deduction and withholding, equals the amount Reseller would have received if no deduction or withholding had been required. Additionally, Licensee will provide Reseller with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
- 7.5 Licensee is liable for interest at the rate of 1.5% per month on all late payments.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in and to the EPI-USE Products, the Documentation and the Distinguishing Marks shall remain the exclusive property of EPI-USE, including those relating to Modifications and Enhancements. Licensee shall have no right, title or interest therein except as expressly set out in this Agreement.
- 8.2 Licensee shall not alter, remove, cover or otherwise interfere with copyright notices or other proprietary legends that appear on programs, data media, written documents, promotional packaging, materials in relation to the EPI-USE Products and documentation supplied by Reseller.
- 8.3 All information and data relating to Licensee or any entity or individual associated with Licensee or their operations and all material developed by Licensee or its contractors remain the exclusive property of Licensee.

- 8.4 All Intellectual Property Rights in all Works conceived, developed and/or produced by Licensee, shall remain vested in Licensee but subject always to EPI-USE's inherent rights in and to the EPI-USE Products and Documentation.

9. WARRANTY

- 9.1 Reseller hereby warrants that:

- 9.1.1 It has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Reseller or EPI-USE is a party or by which it may be bound;
- 9.1.2 EPI-USE owns or has all rights to the EPI-USE Products, that Reseller has the right to grant the License hereunder, and that Licensee will have the license to use the EPI-USE Products and Documentation, free and clear of any liens, claims, encumbrances and other restrictions, in accordance with the provisions of this Agreement, and Licensee's use and possession of same will not be interrupted or otherwise disturbed by Reseller, EPI-USE or any person, firm or entity asserting a lawful claim under or through Reseller or EPI-USE;
- 9.1.3 For the duration of the Subscription Term, the EPI-USE Products shall perform in all material respects in compliance with the specifications, functionality, and descriptions ascribed to the EPI-USE Products in the Documentation;
- 9.1.4 All EPI-USE Products and Documentation shall be free of any disabling codes other than the product activation code;
- 9.1.5 All Professional Services performed by Reseller or EPI-USE or its agents shall be performed in a professional manner, conforming to generally accepted industry standards, by well-trained and properly equipped personnel and in compliance with all applicable laws.

- 9.2 **Warranty Limitation.** Notwithstanding the foregoing, the warranty in clause 9.1 and Reseller's obligations set forth in clause 9.4 will not apply:
- 9.2.1 to the extent that an Error is due to causes that are external to the Software or otherwise beyond Resellers' reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightening, electrical power fluctuations or failures, or hardware or software not provided by Reseller;
 - 9.2.2 if the Software has been neglected, misused, or otherwise used in a manner not in compliance with the Documentation or this Agreement;
 - 9.2.3 if the Software has been improperly installed (other than by Reseller);
 - 9.2.4 if there has been a modification or attempted modification of the Software (other than by Reseller); or
 - 9.2.5 if Licensee has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Reseller has provided.
- 9.3 **Warranty Exclusion.** Except as specifically agreed under this Agreement, EPI-USE disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability or fitness for a particular purpose. EPI-USE does not represent that the EPI-USE Products are error free or operate without interruption.
- 9.4 Subject to receipt by Reseller of written notice of alleged breach of warranty within the period referred to in clause 9.1.3 if Reseller is in breach of the warranty contained in clause 9.1, Reseller shall repair or replace the EPI-USE Products as soon as reasonably possible.

10. INDEMNIFICATION AND INFRINGEMENT

10.1 **Indemnification.** EPI-USE shall, in its sole discretion, either defend or settle, at its own cost, any legal claim that is brought or threatened against Reseller or Licensee on the basis of the alleged infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right of a third party as a consequence of the use of the EPI-USE Products. EPI-USE will also reimburse Licensee for all costs and damages that are finally and bindingly awarded against Licensee in connection with any such legal dispute provided that:

10.1.1 the infringement is attributable to EPI-USE's intentional or negligent behaviour; and

10.1.2 Licensee notifies Reseller in writing of any such alleged claim without undue delay; and

10.1.3 Licensee authorises EPI-USE to defend, settle or otherwise manage the defence of any such claim; and

10.1.4 Licensee provides EPI-USE with all relevant information and reasonable support.

10.2 **Infringement.** If an infringement of proprietary rights of a third party is alleged or, in the reasonable opinion of EPI-USE, likely to occur, EPI-USE may, in its own reasonable discretion, either:

10.2.1 procure for Licensee the continued right to use the EPI-USE Products at no extra cost to Licensee; or

10.2.2 replace the modified EPI-USE Products in such manner that no proprietary rights of third parties are infringed provided the EPI-USE Products continues to essentially fulfill the functional characteristics; or

10.2.3 if none of the foregoing alternatives can be achieved at reasonable costs, Reseller may terminate this Agreement.

11. LIMITATION OF LIABILITY

- 11.1 EXCEPT TO THE LIMITED EXTENT SET FORTH IN CLAUSE 11.3 BELOW, IN NO OTHER EVENT OR CIRCUMSTANCE SHALL RESELLER OR EPI-USE'S TOTAL LIABILITY TO LICENSEE WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY CAUSE OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED LICENSE FEES SET FORTH IN THE APPLICABLE ADDENDUM.
- 11.2 IN NO EVENT OR CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF THE OTHER PARTY, INCLUDING COSTS OR DAMAGES RELATED TO SYSTEM OR SOFTWARE DOWNTIME, LOSS OF DATA, OR DEVELOPMENT, PRODUCTION OR WORK STOPPAGES OR DELAYS.
- 11.3 The limitation of liability set forth in clause 11.1 above shall not limit the indemnification, defence and hold harmless obligations of Reseller set forth in clause 10.1 or Licensee's breach of Intellectual Property Rights obligations in clause 8 of this Agreement.
- 11.4 Unless the Licensee has obtained the prior written approval of Reseller, Reseller will not be responsible for:
- 11.4.1 Any Modification or improvement to the EPI-USE Products by Licensee to fit the particular requirements of Licensee;
 - 11.4.2 The correction of any data errors resulting from Modifications or Enhancements by Licensee; or
 - 11.4.3 The correction of any data errors as a result of misuse of the EPI-USE Products by Licensee where such Modifications or Enhancements were not approved by Reseller.

11.5 Any action by Licensee for an alleged breach of this Agreement by Reseller or EPI-USE shall be instituted against Reseller or EPI-USE within one (1) year after the cause of action had accrued failing which, Licensee shall be deemed to have waived its rights to bring any such claim

11.6 Provisions applying to the DSM, Query Manager, Data Disclose, Data Redact and Data Retain Products only:

11.6.1 **DATA SYNC MANAGER (“DSM”)**

11.6.1.1 **Warranty limitation.** If the use of DSM Products involves copying of data, the warranties stated in clause 9 will apply only when data is copied to a non-Production System. No warranties apply when DSM Products are used to create or change data in a Production System or a system intended to become a Production System, or if the data is created, copied or changed as part of the data processing activities involved in a divestiture and/or merger and acquisition transaction

11.6.1.2 **Support and Liability.** The DSM Products licensed under this Agreement are not intended for use in creating, copying or changing data as part of a divestiture and/or a merger and acquisition transaction. Therefore:

11.6.1.2.1 Licensee understands that due to the complexity and high risk involved in such applications, special expertise and, in most instances, additional functionality not included in the standard DSM Products, is required.

11.6.1.2.2 Licensor will not support systems wherein data has been created or changed in a Production System or a system intended to become a Production System, and Licensor will accept no liability for any damages caused due to the creation and modification of any kind of data in a production environment using the DSM Products.

11.6.1.2.3 Licensor will not support any systems wherein data has been created, copied or changed as part of a divestiture or a merger & acquisition transaction, except when such data has been created or changed by Licensor.

11.6.2 QUERY MANAGER AND DSM

11.6.2.1 **Warranty limitation.** Reseller shall not be liable for any system errors, incorrect results or any other damage or malfunction caused by Query Manager or DSM functionality created by Licensee, its employees, its Licensee affiliates, or its Licensee contractors, nor shall Reseller and Reseller employees and contractors trouble-shoot or repair such functionality cost-free. Trouble-shooting of such functionality shall be excluded from the standard services level agreement and shall be performed upon receipt of a written request, duly authorised by the applicable Licensee representative, at the same rate as the implementation and training fees quoted, unless agreed otherwise by the Parties.

11.6.3 DATA DISCLOSE, DATA REDACT & DATA RETAIN

11.6.3.1 **Warranty limitation.** The warranties stated in clause 9 will apply only when Data Disclose, Data Redact and/or Data Retain, as relevant, is used by Licensee as explicitly directed by Reseller. No warranties apply should Licensee, its employees, its Licensee affiliates, or its Licensee contractors make any alterations to the Production System Redacting Rules. The creation and/or modification of the aforementioned Redacting Rules shall solely be performed by Reseller at additional cost to Licensee.

12. TERMINATION

- 12.1 This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.
- 12.2 This Agreement commences on the Effective Date and remains in effect until all subscriptions granted hereunder have expired or been terminated. Each subscription begins on the Subscription Start Date specified in the relevant Addendum and continues until the Subscription End Date stated therein. Subscriptions shall not automatically renew. Reseller shall provide the Licensee with a renewal quote at least three (3) months before the expiry of the then-current Subscription Term.
- 12.3 Either Party may terminate this Agreement in the event of the occurrence of any of the following termination events or if such termination is provided for elsewhere in the Agreement. The right to terminate is not exclusive and will not detract from any other rights that an aggrieved Party may have.
- 12.3.1 The other Party or any of its employees commits a breach of any obligation under this Agreement and fails to remedy such breach to the notifying Party's reasonable satisfaction within 30 days of receipt after it demands that such breach be remedied.

- 12.3.2 Either Party ceases to conduct business, is declared insolvent, or makes a general assignment for the benefit of its creditors, or a petition for bankruptcy filed by or against it and such petition is not dismissed within 90 days thereafter.
- 12.3.3 Either Party has a material change in its ownership structure such that "voting control" is held by a new person or entity, and the new person or entity is not willing to abide by the terms of this Agreement
- 12.4 Upon termination of this Agreement for any reason:
 - 12.4.1 All Addenda and any subscription, license or sublicense granted pursuant to this Agreement shall automatically and simultaneously terminate;
 - 12.4.2 Licensee, its employees, its Licensee Affiliates, and its Licensee Contractors shall immediately discontinue the use of the EPI-USE Products and any other confidential information and return all copies of the same to Reseller or otherwise provide Reseller with satisfactory evidence of their destruction in the form of an affidavit; and
 - 12.4.3 Any remaining unpaid Fees, and Additional Costs shall become immediately due and payable to Reseller.
- 12.5 All clauses which by their nature survive termination of this Agreement or which must survive to provide the full intended benefit thereof, including without limitation clauses 10, 11, 12.4, 13 and 14, shall survive termination of this Agreement.

13. CONFIDENTIALITY

- 13.1 For the purposes of this clause any person giving information shall be referred to as "the discloser" and any person receiving information shall be referred to as "the recipient". For the purposes of this clause the phrase "personnel" or "employees" shall be deemed to include directors, personnel, agents, sub-contractors, consultants, or other representatives of the recipient. Any breach of confidentiality by such persons shall be deemed to also be a breach of confidentiality by the recipient.
- 13.2 All information of a confidential nature (including, but not limited to, all information relating to the scope of this Agreement and all the details of Licensee), disclosed or made available by one Party to the other in connection with this Agreement, whether furnished verbally or in writing or in computer language, and whether marked with proprietary legend or not, shall constitute confidential, proprietary and trade secret information (collectively referred to as "the information") of the discloser, provided that there shall be excluded from such information any information which is, at the time of disclosure, already in the public domain otherwise than by breach of this Agreement and there shall furthermore be excluded such information as the recipient is able to show was within its knowledge prior to the disclosure thereof.
- 13.3 The recipient shall at all times, unless otherwise agreed in writing by the discloser, hold the information furnished by the discloser in the strictest confidence and shall use such information solely in connection with the business association contemplated in this Agreement. The recipient and its employees shall not copy or reproduce the information, in whole or in part, by any method whatsoever.
- 13.4 The recipient shall disclose such information and the reports only to its own employees and professional advisers as are strictly necessary for the purposes of discussions only, provided that prior to any such disclosure, such employees and professional advisers undertake in writing in favour of the discloser to be bound mutatis mutandis by the provisions of this clause or are bound by equivalent obligations of non-disclosure.

- 13.5 Furthermore, it is common cause that any of the Information disclosed to the recipient shall be disclosed on no basis other than the basis herein set out, more in particular the basis that the recipient shall at all times remain a fiduciary and a trustee vis-à-vis discloser, regarding the information.
- 13.6 This Agreement will not preclude disclosure by a Party of the information of the other Party as required by applicable law or pursuant to valid court order or other governmental directive so long as the disclosing Party has, unless prohibited by law from doing so, provided to the other Party prompt notice of such legal requirement, order, or directive so as to enable the other Party to interpose appropriate objections thereto.

14. GENERAL PROVISIONS

- 14.1 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement and record of the agreement between Licensee and Reseller. No prior statement, representation, warranty, inducement or the like, shall be binding on either Party, unless contained herein or reduced to writing in a separate formal document and signed by the Parties. Furthermore, no variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representative of both Parties.
- 14.2 **No Waiver.** If either Party should condone any breach of any provision of this Agreement or the time for performance of any obligation, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 14.3 **Publicity.** Neither Party shall use the name, marks and/or logos of the other in publicity, advertising, or similar activity, without the prior written consent of the other.
- 14.4 **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed under the laws of the state or country where Reseller has its principal place of business.

14.5 **Construction of Contract** Since the provisions of this Agreement have been settled by negotiation, the rule of construction that clauses must be interpreted against the Party principally responsible for drafting will not apply.

14.6 **Notices**

14.6.1 Any notices to be given to the Parties in terms of this Agreement other than those contemplated in the day-to-day execution of the maintenance services, shall be in writing and delivered by hand during ordinary business hours or posted by prepaid registered post or transmitted by fax during normal business hours to the respective addresses mentioned on the front page of this document, which respective addresses the Parties choose for the delivery or service of all notices, communications or legal processes arising out of this Agreement. A Party shall be entitled to change such address to another physical address, which change will take effect after the expiry of thirty (30) days written notice to the other Party.

14.6.2 A written notice as communication actually received by either Party from the other shall be an adequate written notice as communication to such receiving Party notwithstanding that it was not sent to or delivered at that Party's chosen *domicilium citandi et executandi*.

14.6.3 A notice in terms of clause 14.6.1 which was sent by fax will be deemed to be received on the first business day after the day of dispatch and a notice which was sent by registered post will be deemed to be received 10 days after date of posting.

14.7 **Assignment**

14.7.1 Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit hereunder without the written consent of the other provided. However, to protect the Licensee, should Reseller not be able to meet its obligations under this Agreement, EPI-USE may assign and transfer this Agreement and its rights and obligations hereunder without the consent of Licensee, but with prompt written notice to Licensee, either to any third Party who succeeds the Reseller or to EPI-USE itself.

14.7.2 Any purported assignment in violation of this section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

14.8 **Severability.** If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. However, if no feasible interpretation would save such provision, it shall be deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either Party, the Parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects their intent in entering into this Agreement.

14.9 **Force Majeure.** Any delay or non-performance of any obligation arising from this Agreement (other than for payment of amounts due hereunder) that is caused by conditions beyond the control of the Party required to perform, shall not constitute a breach of this Agreement and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of such conditions preventing performance.

14.10 **Data Protection.** Reseller warrants and undertakes to Licensee that it shall comply with all obligations under applicable Data Protection Laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and the UK General Data Protection Regulation (UK GDPR), as well as any other applicable data protection or privacy legislation, during the periods when it is processing or holding Licensee Personal Data as a Data Processor.

14.11 **Dispute Resolution and Arbitration**

14.11.1 Should any dispute of any nature whatsoever, arise out of, or in connection with, or relating to, this Agreement, then the Parties agree that members of their respective senior management shall first meet and use their best endeavours to negotiate in good faith a settlement of such dispute. Should the Parties fail to meet or should such negotiations fail to resolve the dispute or to agree on a process to resolve the dispute, such as mediation or arbitration, after 30 days have elapsed after such referral of the dispute, either Party may take such action as it believes appropriate.

14.11.2 The provisions of clause 14.11.1 will not preclude a Party from seeking urgent relief from a Court in appropriate circumstances.

ANNEXURE A - STANDARD SUPPORT AND MAINTENANCE LEVELS

Support for the EPI-USE Products is handled by the global support team, and is co-ordinated through the support portal (support.epiuse.com). The global support team prides themselves on the speed and accuracy of their assistance and will meet and exceed the service levels detailed below.

Subscription fees entitles licensee to ongoing support of the existing EPI-USE Products as well as the upgrade to future versions of the EPI-USE Products.'

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Level One Support" means basic customer response. EPI-USE shall be responsible to answer support tickets logged by Licensee regarding any questions or problems Licensee may have with the EPI-USE Products. EPI-USE may appoint an agent to provide this level of support. The responsible organisation shall note the problem, recording it in an email message or a shared customer support software application. The responsible organisation shall then do a basic search for the problem in a shared support database to see if there is a known solution. If there is a known solution available, the said organisation must answer the customer inquiry directly. If there is no known solution available, the problem and customer information must be forwarded promptly to a Level Two Support organisation for processing.
- 1.2 "Level Two Support" means problem determination. EPI-USE shall be responsible for providing Level Two Support and should work with Licensee to identify and verify the causes of suspected errors or problems in the EPI-USE Products and to document the errors and problems thoroughly.
- 1.3 "Level Three Support" means the creation of a solution to a problem that has not been encountered previously. EPI-USE shall be responsible for providing Level Three Support. This solution could be delivered by building a patch for the EPI-USE Products, by finding a workaround, or by some other means.

- 1.4 “Critical Defects” means defects in the EPI-USE Products that cause such a significant loss of functionality, reliability, performance, or quality of the EPI-USE Products that the EPI-USE Products cannot be used.
- 1.5 “Major Defects” means defects in the EPI-USE Products that:
 - 1.5.1 Cause significant loss of functionality, reliability, performance or quality of the EPI-USE Products but can be circumvented such that the software can be used; or
 - 1.5.2 Cause a feature in the EPI-USE Products to be unusable while other features remain unaffected; or
 - 1.5.3 Cause the EPI-USE Products to generate incorrect results; or
 - 1.5.4 Fail to conform to the documentation.
- 1.6 “Non-Critical Defects” means defects in the EPI-USE Products that do not have a significant effect on the functionality, reliability, performance, or quality of the EPI-USE Products.
- 1.7 “Problem Solving Log” means a diagnostic file generated by the EPI-USE products and used in defect identification and resolution. The diagnostic file will not contain any confidential information or personal identifiable information.
- 1.8 “Response time” shall begin from when the ticket is logged on the support portal and end the first response is submitted
- 1.9 “Support Hours” means Monday to Friday, uninterrupted, starting 8am on Mondays SGT (Singapore) and ending 5pm PDT (USA) on Fridays, excluding public holidays

2 MAINTENANCE AND SUPPORT OBLIGATIONS

- 2.1 Licensee shall receive Level One Support, Level Two Support and Level Three Support from EPI-USE with respect to any questions or defects concerning the EPI-USE Products during Support Hours.

- 2.2 EPI-USE may contractually require Reseller to provide Level One and Level Two Support.
- 2.3 Reseller shall provide all updates, and upgrades to the EPI-USE Products as the updates become commercially available, at no additional charge above the Subscription Fees. Upgrades and updates may include new functionality and/or may be for new SAP versions, releases, support packs, etc. Reseller and EPI-USE shall provide upgrades and updates to support new SAP versions as they become generally available, and in no event more than two calendar quarters after they become available. Reseller shall provide the EPI-USE Products via the EPI-USE product support website.

3 MAINTENANCE AND SUPPORT SERVICES

- 3.1 Critical Defects. In the event that the Licensee notifies EPI-USE of a Critical Defect, EPI-USE shall acknowledge such notification within four (4) hours during Support Hours. EPI-USE shall use commercially reasonable efforts to provide an update to the EPI-USE Products that corrects any Critical Defect or provide a work around within five (5) business days from the date of notification, but in any event as quickly as possible.
 - 3.1.1 Only Critical Defects should be logged as very high priority tickets;
 - 3.1.2 In order to resolve very high priority tickets Licensee must provide remote access to the relevant system and the name of a contact person and telephone number at the Licensee who will be available throughout the resolution of the ticket. The Licensee's contact person must be available on a 24/7 basis.
 - 3.1.3 In order to resolve very high priority tickets, Licensee must provide the Problem Solving Log to EPI-USE.

3.2 Critical Defects should be raised as very high priority tickets on the support portal. Once the issue is investigated it may be deemed to be a Major or Non-Critical Defect by the global support team. All other priority tickets will be assumed to be Major or Non-Critical defects until investigated.

3.3 Major Defects. In the event that Licensee notifies EPI-USE of a Major Defect, EPI-USE shall acknowledge such notification within twenty-four (24) hours during Support Hours. EPI-USE shall investigate the Major Defect and shall, in its sole reasonable discretion, determine if a fix is warranted prior to a scheduled release. If a fix is warranted, EPI-USE will provide an update to the EPI-USE products that corrects any major defect or provide a work around. If a fix is not warranted and EPI-USE has assigned the Major Defect to a target release, EPI-USE shall communicate the target release and expected time frame to Licensee.

3.3.1 Major Defects can be logged as high priority tickets;

3.3.2 In order to resolve high priority tickets, Licensee must provide the Problem Solving Log to EPI-USE.

3.4 Non-Critical Defects and Suggested Enhancements. In the event that Licensee notifies EPI-USE of a Non-Critical Defect or Suggested Enhancement, EPI-USE shall acknowledge such notification within twenty-four (24) hours of notification by Licensee during Support Hours.

3.4.1 Non-Critical Defects and Suggested Enhancements should be logged as medium and low priority tickets;

ANNEXURE B – Product details

(TO BE ADDED AS RELEVANT)

EPI-USE Products

This agreement is relevant for:

GeoClock

GeoClock Hosting Agreement

entered into between

EPI-USE Labs Limited

of

Suite 11N-B, Trafford House, Chester Road, Manchester, M32 0RS

And

<CUSTOMER>

of

<ADDRESS>

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1. PARTIES

The parties to this Hosting Agreement are:

- 1.1 EPI-USE Limited ("Vendor"); and
- 1.2 ClientPlc ("Customer")

2. INTRODUCTION

- 2.1 Under this Hosting Agreement ("Agreement") between Vendor and Customer, Vendor will provide system hosting and related services ("Services") to Customer. The Agreement includes the terms and conditions and the documents referenced herein ("Base Terms"), and applicable addendums ("Addenda") including Addenda and related Exhibit's for Service Options selected by Customer as well as Addenda related to software licensed on a subscription basis (if any). In the event of a conflict between the Base Terms and an Addendum, the Base Terms will govern, except where an Addendum, or a provision contained therein expressly states that it will prevail over the Base Terms.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Agreement, unless the context clearly indicates a contrary intention, the following expressions have the following meanings and cognate expressions shall have corresponding meanings:
 - 3.1.1 "Affiliate" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, "control" (including the terms "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

- 3.1.2 “Base Components” means the hardware, virtual machines and software that Vendor makes available or licensed under a separate Addendum, if any, as specified in the applicable Addendum;
- 3.1.3 “Customer” means a client of the Customer;
- 3.1.4 “Content” means information, software, and data that Customer provides, including, without limitation, any information, transactions, records, files, scripts, programs, recordings, sound, music, graphics, images, code that Customer or its Subcontractors or Services recipients create, install, upload or transfer in or through the Hosting Environment and/or Customer Components;
- 3.1.5 “Customer Components” means the hardware, software and other products, data and Content that Customer provides, including those specified in Addenda;
- 3.1.6 “Customer data” includes Customer’s collective Customer personal data;
- 3.1.7 “Distinguishing Marks” means, in respect of each party, the trademarks, trade names, symbols, logos or similar identifying marks belonging to that party and, in the case of Vendor, used by them in connection with the Services and Documentation;
- 3.1.8 “Data Centre Location” means United Kingdom;
- 3.1.9 “Documentation” means the most current accompanying explanations for the Services that are provided to Customer in machine-readable format; The Documentation shall be sufficient to reasonably enable Customer personnel to use, operate and understand the use and operation of the Services;
- 3.1.10 “Fees” means the fees payable to Vendor for Services referred to in Addenda;

- 3.1.11 “Hosting Environment” means the Base Components and the Vendor provided Internet access bandwidth, collectively;
- 3.1.12 “Intellectual Property Rights” means all rights arising by virtue of, or in relation to, copyright, trade marks (registered or unregistered), patents, know-how, methodologies, Confidential Information, trade and business secrets, and any other similar rights howsoever arising in the execution of, or pursuant to, this Agreement;
- 3.1.13 “Licensed Space” means space in the Data Centre Location, specified in the applicable Addendum;
- 3.1.14 “Licensors” means third parties who license software or Licensed Space to Vendor;
- 3.1.15 “Materials” means literary or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) created during the Service performance period or otherwise (such as those that pre-exist the Service) that Vendor may deliver to Customer. “Materials” does not include licensed program products available under a subscription Addendum or their own license agreements, or Base Components;
- 3.1.16 “Required Consents” means any intellectual property consents or approvals required to give Vendor and its Subcontractors the right or license to access, use and/or modify in electronic form and in other forms, including derivative works, the Customer Components, without infringing the ownership or intellectual property rights of the providers, Licensors, or owners of such Customer Components;
- 3.1.17 “Service Centre Location” means United Kingdom

3.1.18 “Service Level Agreement” (“SLA”) means the commitment of quality, availability or responsibilities that Vendor provides to Customer, as explicitly stated in an applicable Addendum;

3.1.19 “Subcontractor” means a contractor, Vendor, agent, or consultant selected and retained by Vendor or Customer, respectively;

3.1.20 “Works” mean all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material, and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Customer in the course of using the Services, including without limitation computer programs, computer systems, data, and documentation.

3.2 In this Agreement:

3.2.1 the singular includes the plural and vice versa and words importing one gender includes every other gender. Any reference to a juristic person includes a natural person and vice versa;

3.2.2 the clause headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

3.2.3 if any definition contains a substantive provision conferring rights and/or obligations upon a party, then effect shall be given thereto as if it were contained in the body of this Agreement.

4. VENDOR OBLIGATIONS

4.1 Vendor will perform Services described in the applicable Addenda.

-
- 4.2 Vendor may subcontract the Services or any portion thereof, or procure a license required to deliver a Service. However, Vendor will remain responsible for the performance of the Services in accordance with this Agreement.
 - 4.3 Vendor shall ensure that all registration, permits, licenses, approvals and other government approvals have been secured in relation to Customer's utilization of the Services.

5. FEES AND PAYMENT

- 5.1 Customer shall pay Vendor for the Services in accordance with the provisions set out in the applicable Addendum.
- 5.2 Vendor shall invoice Customer one month in advance for all amounts payable in terms of this Agreement and all payments must be made into the bank account nominated by Vendor within Thirty (30) days and the payment terms stipulated in the applicable Addendum.
- 5.3 Customer will pay, or provide appropriate exemption documentation, for all taxes, duties, levies, and any other fees (except for taxes based upon Vendor's net income) related to the Services imposed by any governmental authorities. Charges specified herein (including in any Addendum) are exclusive of any such taxes, duties, levies or fees.
- 5.4 Customer is liable for interest at the rate of 1.5% per month on all late payments. For the avoidance of doubt, interest will only be levied for undisputed invoices.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in and to the Services, the Documentation and the Vendor as well as EPI-USE Labs' Distinguishing Marks shall remain the exclusive property of Vendor, EPI-USE Labs and/or its Licensors. Customer shall have no right, title or interest in the items listed in the foregoing sentence except as expressly set out in this Agreement.
- 6.2 Customer shall not alter, remove, cover or otherwise interfere with copyright notices or other proprietary legends that appear on programs, data media, written documents, promotional packaging, materials in relation to the Services and documentation supplied by Vendor.
- 6.3 All information and data relating to Customer or any entity or individual associated with Customer or their operations and all material developed by Customer or its contractors remain the exclusive property of Customer.
- 6.4 All Intellectual Property Rights in all works, conceived, developed and/or produced by Customer, shall remain vested in Customer but subject to Vendor's and/or EPI-USE Labs' inherent rights in and to the Services and Documentation.

7. WARRANTY

- 7.1 Vendor hereby warrants that:
 - 7.1.1 It has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Vendor is a party or by which it may be bound;
 - 7.1.2 All Services performed by Vendor or its agents shall be performed in a professional manner, conforming to generally accepted industry standards, by well-trained and properly equipped personnel and in compliance with all applicable laws.

7.2 **Warranty Limitation.** Notwithstanding the foregoing, the warranties in Section 7.1 will not apply:

7.2.1 to the extent that a Service interruption is due to causes that are external to the Services or otherwise beyond Vendor's reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightening, electrical power fluctuations or failures, or hardware or software not provided by Vendor;

7.2.2 if the Services have been neglected, misused, or otherwise used in a manner not in compliance with the Documentation or this Agreement;

7.2.3 if there has been an unauthorized modification or attempted modification of the Services (other than by Vendor); or

7.2.4 if Customer has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Vendor has provided.

7.3 **Warranty Exclusions.** Except as specifically agreed under this Agreement, Vendor disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability or fitness for a particular purpose.

7.3.1 Vendor does not represent that the Services and Documentation are error free or operate without interruption.

7.3.2 Vendor provides Materials, non-Vendor products, and non-Vendor services WITHOUT WARRANTIES OF ANY KIND. However, non-Vendor manufacturers, suppliers, or publishers may provide their own warranties to Customer.

7.4 Security.

- 7.4.1 Subject to Section 9.4, Vendor shall indemnify Customer, its officers and employees, from and against damage or loss arising from the Vendors', its agents', subcontractors' or employees' loss or unauthorized disclosure of personal data of Customer's Customers, except to the extent that the Customer or its agents, subcontractors or employees were a factor in such damage by their negligence or wilful misconduct, or errors or wrongful omissions.
- 7.4.2 Customer acknowledges that Vendor will implement security as specified in Section 1.7 of Addendum A.
- 7.4.3 Customer acknowledges that Vendor does not control the transfer of data over telecommunications facilities, including the Internet. Vendor does not warrant secure operation of the Services or that it will be able to prevent third party disruptions of the Hosting Environment or Customer Components.
- 7.4.4 Customer agrees that Vendor shall have no liability for any provision of security-related services or advice that Vendor may voluntarily provide outside the scope of selected Services.

8. INDEMNIFICATION AND INFRINGEMENT

- 8.1 **Indemnification by Vendor.** Vendor shall, in its sole discretion, either defend or settle, at its own cost, any legal claim that is brought or threatened against Customer on the basis of the alleged infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right of a third party as a consequence of the use of the Base Materials or Components Vendor provides or license to the Customer. Vendor will also reimburse Customer for all costs and damages that are finally and bindingly awarded against Customer in connection with any such legal dispute provided that:

- 8.1.1 Customer notifies Vendor in writing of any such alleged claim without undue delay; and
 - 8.1.2 Customer authorizes Vendor to defend, settle or otherwise manage the defence of any such claim; and
 - 8.1.3 Customer provides Vendor with all relevant information and reasonable support.
- 8.2 **Infringement.** If an infringement of proprietary rights of a third party is alleged or, in the reasonable opinion of Vendor, likely to occur, Vendor may, in its own reasonable discretion, either:
- 8.2.1 procure for Customer the continued right to use the Materials or Base Components at no extra cost to Customer; or
 - 8.2.2 replace the modified Materials or Base Components in such manner that no proprietary rights of third parties are infringed provided the Materials or Base Components continues to essentially fulfil the functional characteristics; or
 - 8.2.3 if none of the foregoing alternatives can be achieved at reasonable costs, Vendor may terminate the Agreement and refund the Fees paid by Customer for the applicable Materials or for use of the applicable Base Components up to a maximum of twelve (12) months of applicable charges.
 - 8.2.4 This is Vendor's entire obligation to Customer with regard to any claim of infringement.
- 8.3 Notwithstanding the foregoing, Vendor is not responsible for third party claims based on:
- 8.3.1 anything Customer provides which is incorporated into the Materials;

- 8.3.2 Customer's modification of the Materials;
 - 8.3.3 the combination, operation, or use of the Materials with any product, data, or apparatus that Vendor did not provide; or
 - 8.3.4 non-Vendor hardware, software, or data, including those that may be in the Base Components.
- 8.4 **Indemnification by Customer.** Subject to Section 8.5, Customer shall, in its sole discretion, either defend or settle, at its own cost, any legal claim that is brought or threatened against Vendor on the basis of the alleged infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right of a third party as a consequence of a claim that:
- 8.4.1 Content or Customer's use of the Services violates Customer's obligation to abide by the Acceptable Use Policy;
 - 8.4.2 Customer Components infringe that party's patent or copyright;
 - 8.4.3 is brought by a Services recipient and is related, directly or indirectly, to the Services; or
 - 8.4.4 is arising out of or related to a mechanics' lien Customer is required to cancel and discharge pursuant to this Agreement.
- 8.5 The indemnity shall apply provided that:
- 8.5.1 Vendor notifies Customer in writing of any such alleged claim without undue delay;
 - 8.5.2 Vendor authorizes Customer to defend, settle or otherwise manage the defence of such claim; and
 - 8.5.3 Vendor provides Customer with all relevant information and reasonable support.

9. LIMITATION OF LIABILITY

- 9.1 EXCEPT TO THE LIMITED EXTENT SET FORTH IN SECTION 9.3 AND 9.4 BELOW, IN NO OTHER EVENT OR CIRCUMSTANCE SHALL RESELLER'S TOTAL LIABILITY TO THE CLIENT WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY CAUSE OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE ANNUAL SUBSCRIPTION OR SERVICE FEES SET FORTH IN THE APPLICABLE ADDENDUM.
- 9.2 In no event or circumstance shall either party be liable to the other party for any amounts representing loss of profit, loss of business, special, incidental, indirect, consequential, exemplary, or punitive damages of the other party, including costs or damages related to system of software downtime, loss of development, production or work stoppages or delays.
- 9.3 The limitation of liability set forth in Sections 9.1 above shall not limit the indemnification, defence and hold harmless obligations of Vendor and Customer set forth in Section 8, or each party's obligations in Section 13 of this Agreement.
- 9.4 **Data Security Breach.** Notwithstanding Section 9.1, Vendor's total liability to Customer for a breach of Vendor's obligations under this Agreement related to Customer data and Customers' personal data security, shall not exceed two (2) times the annual service fees set forth in the applicable Addendum.
- 9.5 Unless the Customer has obtained the prior written approval of Vendor, Vendor will not be responsible for:
- 9.5.1 Any modification or improvement to the Services or software by Customer to fit the particular requirements of Customer;

9.5.2 The correction of any data errors resulting from actions performed by Customer or its agents; or

9.5.3 The correction of any data errors as a result of misuse of the software or Services.

9.6 Any action by Customer for an alleged breach of this Agreement by Vendor shall be instituted against Vendor within one (1) year after the cause of action had accrued failing which, Customer shall be deemed to have waived its rights to bring any such claim

9.7 **Remedy.** Customer's sole and exclusive remedies for any damages or losses of whatever nature and however arising and irrespective of the number of events or causes giving rise to any liability in any way connected with the Services or the use thereof shall, at Vendor's option, be:

9.7.1 Functionally equivalent replacement or modification of the Services;

9.7.2 Performance of services to remedy the damage or loss; or

9.7.3 An amount equal to the annual services fees.

10. OTHER CUSTOMER OBLIGATIONS

10.1 **Services Support.** Customer will comply with its responsibilities to support the Services as specified in applicable Addenda. Such obligations are to be performed at no charge to Vendor. Vendor's obligations are contingent on Customer meeting such support obligations.

10.2 **Representations and Warranties.** Customer represents and warrants that:

10.2.1 it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; Customer has no contractual or other obligation that (i) restricts or prohibits Customer's execution or performance of this Agreement, or (ii) Customer will breach in connection with the execution or performance of this Agreement; and

10.2.2 its use of the Services and all Content will comply with the Acceptable Use Policy.

10.3 **Suspected Violations.** Vendor reserves the right to investigate potential violations of the representations and warranties in section 10.2.2. If Vendor reasonably determines that a breach of any such warranty has occurred, then Vendor may, in its sole discretion:

10.3.1 restrict Customer's access to the Services;

10.3.2 remove or require removal of any offending Content;

10.3.3 terminate this Agreement for cause; and/or

10.3.4 exercise other rights and remedies, at law or in equity.

10.4 Notification.

10.4.1 Except in an emergency or as may otherwise be required by law, before undertaking the activities in sections 10.3.1 or 10.3.2, Vendor will notify Customer providing ten days' prior written notice.

10.4.2 Customer will promptly notify Vendor of any event or circumstance related to this Agreement, Customer's use of the Services, or Content of which Customer becomes aware that could lead to a claim or demand against Vendor, and Customer will provide all relevant information relating to such event or circumstance to Vendor at Vendor's request.

10.5 **Required Consents.** Customer will promptly obtain and upon request provide to Vendor evidence that it has obtained such Required Consents. Vendor will be relieved of its obligations to the extent that they are affected by Customer's failure to obtain and provide promptly to Vendor any Required Consents.

10.6 **Content.** Customer is solely responsible for all Content including, without limitation, its selection, licensing, accuracy, performance, maintenance, and support.

11. OTHER LICENSES AND RIGHTS

11.1 **License for Base Components.** Vendor grants Customer a nonexclusive, revocable license to use the Base Components solely in connection with the Services as provided under this Agreement. Customer agrees not to download or otherwise copy, reverse assemble, reverse compile, or otherwise translate the software portions of the Base Components, other than to make one copy for backup purposes.

11.2 **No Sale or Lease of Goods.** As between Customer and Vendor, Vendor retains all right, title and interest in the Base Components. No goods are sold or leased by Vendor under this Agreement. If Customer desires to purchase or to lease goods from Vendor, such purchase or lease will be governed by a separate mutually acceptable written agreement between Customer and Vendor or a Vendor Affiliate.

11.3 **No Lease of Real Property.** This Agreement is a services agreement and not a lease of any real property.

11.4 **No Resale.** Customer shall not resell the Services, in whole or in part. This does not prevent Customer from making the Content available to Customer's end users.

11.5 **No Sublicense** Customer shall not further sublicense any Licensed Space.

12. TERM AND TERMINATION

- 12.1 This Agreement will be effective beginning on 12:01 a.m., USA Eastern Time, on the day after the date of last signature of the applicable Addendum (“Effective Date”) and ending at the expiration and/or termination of all the applicable Service Addenda, unless the Agreement is terminated earlier in accordance with the terms herein.
- 12.2 Upon the expiration of the then-current term, each Addendum will renew automatically for an additional one-year term unless either party notifies the other party that it has elected to terminate such Addendum. Such notification must be in writing at least thirty (30) days prior to the end of the then-current term for the applicable Addendum.
- 12.3 Customer or Vendor may terminate this Agreement for material breach of this Agreement by the other upon written notice containing the specific nature and dates of the material breach. The breaching party will have thirty (30) days from receipt of notice to cure such breach, except for non-payment by Customer, which must be cured within five (5) days from receipt of notice. If such breach has not been timely cured, then the non-breaching party may immediately terminate this Agreement upon written notice.
- 12.4 Either party may terminate this Agreement in the event of the occurrence of any of the following termination events or if such termination is provided for elsewhere in the Agreement. The right to terminate is not exclusive and will not detract from any other rights that an aggrieved party may have.
- 12.4.1 The other party or any of its employees commits a breach of any obligation under this Agreement and fails to remedy such breach to the notifying party's reasonable satisfaction within thirty (30) days of receipt after it demands that such breach be remedied.

12.4.2 Either party ceases to conduct business, is declared insolvent, or makes a general assignment for the benefit of its creditors, or a petition for bankruptcy filed by or against it and such petition is not dismissed within ninety (90) days thereafter.

12.4.3 Either Party has a material change in its ownership structure such that "voting control" is held by a new person or entity, and the new person or entity is not willing to abide by the terms of this Agreement.

12.5 Customer may terminate this Agreement for convenience by:

12.5.1 providing at least six (6) months' prior written notice to Vendor; and

12.5.2 paying as an early termination charge for each Service Addendum to be terminated, the amount specified in such Service Addendum or, if no amount is specified, an amount equal to three months of the applicable monthly recurring charge of such Service. Such termination charges only apply upon early termination of an initial term of any Service and do not apply to any renewal term.

12.6 Upon termination of this Agreement for any reason:

12.6.1 All Addenda pursuant to this Agreement shall automatically and simultaneously terminate;

12.6.2 Customer, its Customer Affiliates, and its Contractors shall immediately discontinue the use of the software and Services and any other Confidential Information and return all copies of the same to Vendor or otherwise provide Vendor with satisfactory evidence of their destruction in the form of an affidavit; and

12.6.3 Any remaining unpaid Fees, and outstanding costs shall become immediately due and payable to Vendor.

- 12.7 All clauses which by their nature survive termination of this Agreement or which must survive to provide the full intended benefit thereof, including without limitation clauses 5, 7, 8, 9, 10.2, 10.3, 10.6, 11.2, 11.3, 12.6, 13 and 15 shall survive termination of this Agreement.

13. CONFIDENTIALITY

- 13.1 For the purposes of this clause any person giving information shall be referred to as "the discloser" and any person receiving information shall be referred to as "the recipient". For the purposes of this clause the phrase "personnel" or "employees" shall be deemed to include directors, personnel, agents, sub-contractors, consultants, or other representatives of the recipient. Any breach of confidentiality by such persons shall be deemed to also be a breach of confidentiality by the recipient.
- 13.2 All information of a confidential nature (including, but not limited to, all information relating to the scope of this Agreement, all the details of Customer and any payroll and payments data), disclosed or made available by one party to the other in connection with this Agreement, whether furnished verbally or in writing or in computer language, and whether marked with proprietary legend or not, shall constitute confidential, proprietary and trade secret information (collectively referred to as "the Confidential Information") of the discloser, provided that there shall be excluded from such Confidential Information any information which is, at the time of disclosure, already in the public domain otherwise than by breach of this Agreement and there shall furthermore be excluded such Confidential Information as the recipient is able to show was within its knowledge prior to the disclosure thereof.

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- 13.3 The recipient shall at all times, unless otherwise agreed in writing by the discloser, hold the Confidential Information furnished by the discloser in the strictest confidence and shall use such Confidential Information solely for the purposes of performing under this Agreement. The recipient and its employees shall not copy or reproduce the Confidential Information, in whole or in part, by any method whatsoever.
- 13.4 The recipient shall disclose such Confidential Information and the reports only to its own employees and professional advisers who will of necessity require it as a consequence of the implementation of this Agreement, provided that prior to any such disclosure, such employees and professional advisers undertake in writing in favour of the discloser to be bound mutatis mutandis by the provisions of this clause or are bound by equivalent obligations of non-disclosure.
- 13.5 Furthermore, it is agreed by the parties that any of the Confidential Information disclosed to the recipient shall be disclosed on no basis other than the basis herein set out, more in particular the basis that the recipient shall at all times comply with the obligations under this clause 13.
- 13.6 This Agreement will not preclude disclosure by a party of the Confidential Information of the other party as required by applicable law or pursuant to valid court order or other governmental directive so long as the disclosing party has, unless prohibited by law from doing so, provided to the other party prompt notice of such legal requirement, order, or directive so as to enable the other party to interpose appropriate objections thereto.

14. CHANGES

- 14.1 **Services.** Vendor may, in its reasonable discretion, change the prices, terms and conditions of applicable Addenda by giving prior notice to the Customer, as the result of:

- 14.1.1 law, regulation, or similar governmental action;

14.1.2 a ruling by a court of competent jurisdiction; or

14.2 **Acceptable Use Policy.** Vendor, in its reasonable discretion, may modify the Acceptable Use Policy upon thirty (30) days' notice to Customer. Except when such modification is required by law, regulation, or similar governmental action, or a ruling by a court of competent jurisdiction, Customer may terminate this Agreement (and the affected Service Option Addenda or Exhibits) without the payment of termination charges if such modification has a material adverse effect on the Customer's use of the Services and Customer gives Vendor notice within ninety (90) days of the effective date of the modification.

14.3 **Amendments.** Except for changes pursuant to Sections 14.1 and 14.2, this Agreement may be amended only by a writing signed by authorized representatives of both parties.

15. GENERAL PROVISIONS

15.1 **Entire Agreement.** This agreement constitutes the complete and exclusive statement and record of the agreement between Customer and Vendor. No prior statement, representation, warranty, inducement or the like, shall be binding on either party, unless contained herein or reduced to writing in a separate formal document and signed by the parties. Furthermore, no variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorized representative of both parties. Furthermore, no variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorized representative of both parties. Notwithstanding the forgoing, the parties agree that minor modifications to the service environment or service levels may be made as necessary to optimise the hosting and managed services provided under this Agreement. Any resulting adjustments to associated fees will be automatically applied and documented. These adjustments, along with any other relevant updates, will be reviewed and formalised in an annual Addendum to ensure the Agreement accurately reflects the current state of the engagement. For avoidance of doubt, any major material changes to the service environment, scope of services, or pricing, shall be mutually agreed upon and executed by both parties prior to implementation.

15.2 **No Waiver.** If either party should condone any breach of any provision of this Agreement or the time for performance of any obligation, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

- 15.3 **Publicity.** Neither party shall use the name, marks and/or logos of the other in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer may, in writing and upon request by Vendor, consent to Vendor's inclusion of Customer's name in Customer listings or in promotional or marketing material or editorials. Such promotional, marketing and editorial material shall be published as part of Vendor's marketing or information efforts from time to time.
- 15.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed under the laws of the state or country where Vendor has its principal place of business.
- 15.5 **Construction of Contract.** Since the provisions of this Agreement have been settled by negotiation, the rule of construction that clauses must be interpreted against the party principally responsible for drafting will not apply.
- 15.6 **Notices.**
- 15.6.1 Any notices to be given to the parties in terms of this Agreement other than those contemplated in the day-to-day execution of the maintenance services, shall be in writing and delivered by hand during ordinary business hours or posted by prepaid registered post or transmitted by fax or email during normal business hours to the respective addresses mentioned on the front page of this document, which respective addresses the parties choose for the delivery or service of all notices, communications or legal processes arising out of this Agreement. A party shall be entitled to change such address to another physical address, which change will take effect after the expiry of thirty (30) days written notice to the other party.

15.6.2 A written notice as communication actually received by either party from the other shall be an adequate written notice as communication to such receiving party notwithstanding that it was not sent to or delivered at that party's chosen *domicilium citandi et executandi*.

15.6.3 A notice in terms of clause 15.6.1 which was sent by fax or email will be deemed to be received on the first business day after the day of dispatch and a notice which was sent by registered post will be deemed to be received 10 days after date of posting.

15.7 **Assignment and Third Party Beneficiaries.**

15.7.1 Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit hereunder without the written consent of the other provided.

15.7.2 Any purported assignment in violation of this section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

15.7.3 Except if explicitly provided for, this Agreement does not create any intended third party beneficiary rights other than a Customer Affiliate.

15.8 **Risk of Loss.** Risk of loss for all Base Components shall at all times remain with Vendor. Risk of loss for all Customer Components shall at all times remain with Customer.

- 15.9 **Waiver.** The failure of one party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, nor shall it deprive that party of the right to insist later on adherence thereto. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- 15.10 **Freedom of Action.** Each party is free to enter into similar agreements with others.
- 15.11 **Severability.** If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. However, if no feasible interpretation would save such provision, it shall be deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects their intent in entering into this Agreement.
- 15.12 **Force Majeure.** Any delay or non-performance of any obligation arising from this Agreement (other than for payment of amounts due hereunder) that is caused by conditions beyond the control of the party required to perform, shall not constitute a breach of this Agreement and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of such conditions preventing performance.
- 15.13 **Personnel.** Each party is responsible for the supervision, direction, and control of its respective personnel. Vendor reserves the right to determine the assignment of its personnel. Vendor may subcontract portions of the Services to Subcontractors selected by Vendor.

15.14 Dispute Resolution and Arbitration.

15.14.1 Should any dispute of any nature whatsoever, arise out of, or in connection with, or relating to, this Agreement, then the parties agree that members of their respective senior management shall first meet and use their best endeavours to negotiate in good faith a settlement of such dispute. Should the parties fail to meet or should such negotiations fail to resolve the dispute or to agree on a process to resolve the dispute, such as mediation or arbitration, after 30 days have elapsed after such referral of the dispute, either Party may take such action as it believes appropriate.

15.14.2 The provisions of clause 15.14.1 will not preclude a Party from seeking urgent relief from a Court in appropriate circumstances.

15.15 Export Control and Sanctions Compliance.

15.15.1 The Customer acknowledges that the Services, and any related software, systems, and technologies provided by the Vendor under this Agreement, may be subject to applicable export control laws, economic sanctions, and trade restrictions, including but not limited to: (i) the United States Export Administration Regulations (EAR); (ii) the regulations of the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); (iii) the United Kingdom's Export Control Order 2008; (iv) the European Union Dual-Use Regulation (Regulation (EU) 2021/821); and (v) any similar applicable laws or regulations in other jurisdictions (collectively, "Export Control Laws").

15.15.2 The Customer shall comply with all applicable Export Control Laws in connection with its use of the Services. Without limiting the generality of the foregoing, the Customer warrants that it (a) is not located in, established under the laws of, or ordinarily resident in any country or region subject to comprehensive trade sanctions (including but not limited to Cuba, Iran, North Korea, Syria, or Crimea); (b) is not a designated party on any applicable government-issued restricted party or sanctions list (including the U.S. Specially Designated Nationals List, the UK Sanctions List, and the EU Consolidated Financial Sanctions List); and (c) will not use the Services or any related software for any end-use prohibited under applicable Export Control Laws, including without limitation any military, nuclear, chemical or biological weapons-related end-use, or any use requiring an export authorisation without having first obtained such authorisation.

15.15.3 This clause applies in particular to any software licensed to the Customer by Vendor under the Microsoft Services Provider License Agreement (SPLA), and to any other software or services involving U.S., UK, or EU-origin intellectual property, including but not limited to those provided by Microsoft, VMware, Veeam, SentinelOne, SAP, or similar vendors. The Customer remains solely responsible for ensuring its compliance with all applicable Export Control Laws in respect of such software.

15.15.4 A breach of this clause shall constitute a material breach of this Agreement and may result in immediate suspension or termination of the Services by the Vendor.

Signatures, next page.

Signed at location of on this the day of January 2026

For and on behalf of: **EPI-USE LABS LIMITED** who warrants that she/he is duly authorized hereto

Name:

Title:

Signed at location ofon this the day of January 2026

For and on behalf of: **<CUSTOMER>** who warrants that she/he is duly authorized hereto

Name:

Title:

ADDENDUM “A” – HOSTING AND PRICING

1. HOSTING SERVICES

Vendor will provide a turnkey hosting solution to Customer for the hosting of GeoClock (the “Product”). Vendor will be the single point of contact for this hosting and agreements with other suppliers will be entered into by Vendor.

Vendor shall have the right and responsibility to determine and manage all qualified and skilled resources used in providing the hosting of the Product. To support the delivery of the hosting service, Vendor will install software in the computing environment, setup and configure relevant hardware and software monitoring agents for the computing environment as specified in this Addendum, or that may be required to run and remotely provide the Services to Customer.

1.1 Duration:

- I. Vendor shall provide hosting Services for the Product outlined in this Addendum for an initial term of thirty six (36) months.*
- II. Any changes to these durations will follow the change control process described in this Agreement.*

1.2 Service Description:

- I. Vendor will provide Product hosting Services in a virtualized environment as specified below.*
- II. Data Centre Location: United Kingdom*
- III. Product: GeoClock*

1.3 Disaster Recovery

Below is the availability of the hardware and connectivity for the production systems, based upon a complete system restore from backups, when required. The following table

illustrates the baseline configuration for the purposes of this Agreement. This is based on a full system level restore:

Operational Recovery (Backup, Point in time recovery and archiving)	Disaster Recovery Planning
Included: Backup and Point in time Recovery RTO - 24 hours RPO - 2 hour	Included: RTO - 24 hours RPO - 2 hours

RTO: Recovery Time Objective

RPO: Recovery Point Objective

1.5 Service Level Requirements

1.5.1 Service Hours

Description of Service Hours		SLA
Times during which Vendor will deliver support Services)	Product Hosting	08:00 – 17:00 CAT each Business Day (Mondays through Fridays excluding public holidays)

1.5.2 System Availability

System Availability percentage monthly is calculated as follows:

$$\text{System Availability Percentage} = \frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} * 100$$

System Availability (“SA”) determines the minimum system uptime commitment to Customer. The following SA percentages will be applicable:

The SA for production systems will be at least 97%.

1.5.2.1 Downtime

Downtime Excludes Total Minutes in the Month attributable to:

- I. Scheduled Downtime during a regular Maintenance Window, or*
- II. Any other Scheduled Downtime for which the Customer has been notified at least seven (7) business days prior to such Scheduled Downtime, or*
- III. Unavailability caused by factors outside of Vendor’ reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.*

1.6 Maintenance Requirements

1.6.1 Regular Maintenance

Vendor has a weekly maintenance window for system and infrastructure maintenance once the system has been handed over to Customer. During this time Customer cannot expect system uptime (downtimes are not SLA relevant) and should not schedule any jobs or processes. There is no notification to Customer for this standard scheduled maintenance window:

- 1. Weekly, Saturday 6:00am –10:00 a.m. Central African Time*

1.6.2 Irregular Maintenance

It is possible that certain intensive maintenance activities may not be possible to achieve within the regular maintenance window. In this case of a longer than regular outage, Vendor will provide five days' advance notice (on Customer approval) and related work to Customer, who will find a time window that is most suitable for Customer users.

1.6.3 Maintenance Exceptions

While Vendor will attempt to accommodate occasional requests for exceptions to these maintenance windows, Vendor cannot guarantee that exceptions can be accommodated. The shared nature of many datacentre facilities dictates certain maintenance requirements. In the case of urgent hardware replacement or security fixes that could otherwise negatively impact Customer and other Customers, as well as the ability of Vendor to meet SLA commitments to Customer, such changes to maintenance schedules may not always be possible.

1.7 Security

Vendor will maintain at its own expense ISO27001 certification and on an annual basis either an ISAE3402, SSAE16-SOC 1, ISAE3000, or SSAE16-SOC 2 report, or their equivalent, and shall provide or make available to Customer a copy of each report upon signing and subsequently on request.

Vendor handles Customer data according to its Information Classification and Handling Standard (this document is provided separately). Under this Standard, Customer information is classified as Confidential and appropriate information handling, human resources and technical security measures are in place to reduce the risk of accidental or malicious information disclosure. Vendor have adopted the ISO 27001 information security framework which governs all aspects of Information Security. Vendor have been certified as ISO 27001 compliant by external, accredited auditors and will maintain this status for the duration of the Customer hosting contract term.

1.7.2 Confidentiality; Proprietary Rights of Others

During the term of this Agreement and thereafter, Vendor shall not disclose or use for the benefit of other than Customer any confidential information, proprietary information disclosed to Vendor as a result of this Agreement. Vendor represents that it does not have in its possession and has not used for the benefit of Customer any confidential information or documents belonging to others. Vendor represents that its retention by Customer will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others.

Vendor expressly agrees to:

- I. Protect the security of Confidential Information it receives or accesses in accordance with this Agreement.
- II. Limit access to Confidential Information to those employees who have a legitimate business need to know the information.
- III. Prohibit disclosure of any social security numbers, or similar individual identification numbers, included in the Confidential Information except as expressly permitted by Customer.
- IV. At the end of the Agreement, Vendor will delete the Customer data remaining on its servers unless applicable law requires retention after thirty (30) days' prior

written notice to Customer. Retained data is subject to the confidentiality provisions of the Agreement.

- V. In the event of third party legal proceedings relating to Customer data, Vendor will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of Customer data.
- VI. Vendor represents and warrants that it will not use any of Customer's data for any purpose other than those permitted purposes set forth in this Agreement.

1.7.3 Data and Security

- I. Vendor uses reasonable security technologies in providing the Services. Vendor will implement technical and organizational measures to secure personal data processed in the Services in accordance with applicable data protection laws.
- II. Customer is responsible for the Customer data and entering it into the hosted systems. Customer grants to Vendor (including, its Affiliates and subcontractors) a nonexclusive right to process Customer data (including personal data) solely to provide and support the Services.
- III. Personal Data: Customer will be responsible for maintaining all personal data in compliance with applicable data privacy and protection laws.
- IV. Security: Customer will maintain industry standard security procedures for its Authorized Users' use of the Services.
- V. At the end of the Agreement, Vendor will delete the Customer data remaining on its servers unless applicable law requires retention, and after thirty (30) days written notice to Customer. Retained data is subject to the confidentiality provisions of the Agreement.
- VI. In the event of third party legal proceedings relating to Customer data, Vendor will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer data.

1.8 Service Level Reporting and Remedies

In the event that one or more of the SLAs in this SOW are not met, the following procedure will be implemented by the parties:

- I. Either Vendor shall notify the Customer Contact Person or Customer will notify the Vendor Account Manager to analyse SLAs metric statistics. Vendor will, without undue delay, (i) determine the root cause or possible root cause of the failure (if known) to meet the SLA, and (ii) unless failure is excused, develop a corrective action plan, and submit such plan to Customer within 5 business days for written approval (which shall not be unreasonably withheld or delayed) and, following Customer's written (email) approval implement the plan in a reasonable period of time and in accordance with agreed timelines.*

1.10 Contract Termination and Destruction of Data

Upon termination of this SOW, all Customer data will be deleted by terminating the Virtual Machine and Database.

If Customer needs a copy of the database before it's destruction, such a copy can be provided on an external storage device or copied across the secured network before destruction of our copy of data – this task will need to be mutually agreed in writing in advance.

2. SERVICES

Vendor is responsible for Services for the Product as outlined herein.

Vendor provides Services remotely and not at Customer's site. Vendor is able to log into the Customer systems remotely within the Service Times.

For the Services outlined in this Services section and the Service Catalogue from Exhibit A, the following Service Times will apply:

Service Times	Service Level
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Services	08:00 – 17:00 CAT each Business Day (Mondays through Fridays excluding public holidays)
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2.1 Response Time SLAs

All Customer service tickets ("Tickets") are processed through Vendor' ticketing system. Vendor will provide support for issues during Service Times of this Agreement. Vendor will proactively monitor incoming Tickets. Understanding that this agreement pertains to the Product.

Px	Definition	Response Level
P1	Very High: An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed. This is generally caused by the following circumstances: ▪ <i>A production service is completely down.</i> ▪ <i>The imminent system Go-Live or upgrade of a production system cannot be completed.</i> ▪ <i>The Customer's core business processes are seriously affected.</i> A workaround is not available for each circumstance.	Initial Response: Within 2 (two) hours of Ticket being submitted. Ongoing Communication: Hourly Resolution Target: Provide for issues either a: (i) resolution, or (ii) workaround, or (iii) action plan. within 4 (four) hours.

	The incident requires immediate processing because the malfunction may cause serious losses. In case of a Go-Live or upgrade, the reason to delay the Go-Live or upgrade must be one that would cause serious losses if not resolved before Go-Live.	
P2	High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Customer Services that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within 4 (four) hours of Ticket being submitted. Ongoing Communication: Once every 6 (six) hours.
P3	Medium: An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Customer systems.	Initial Response: Within one business day of Ticket being submitted. Ongoing Communication: Once every three business days.
P4	Low: An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Customer systems that are	Initial Response: Within two business days of Ticket being submitted.

	not required daily, are rarely used or a simple workaround is available.	Ongoing Communication: Weekly
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2.2 SLA Compliance

Quality Standard is met if Initial Response target (P1 to P4 as listed above in Section 2.1) was met in 98% of all cases per month and if Resolution Target (P1 only as listed above in Section 2.1) was met in 95% (for P1) of all cases per month.

SLA	Compliance	Formula for Compliance
Initial Response	98%	Number of incidents initially processed by Vendor within a month where Initial Response time was met $\geq 98\%$ of all incidents processed
Resolution Target	95 %	Number of incidents initially processed by Vendor within a month meet or exceed Resolution Target $\geq 95\%$

2.3 SLA Failures

In the case that Vendor has not met the Quality Standard described in Section 2.2 for more than three counted months (consecutive or non-consecutive) in a twelve-month period, executive decision makers from both parties will meet and agree on a remediation plan,

2.4 Governance

A governance structure will include all stakeholders in the service delivery model, and along with an escalation process would be part of the Services engagement itself. Three escalation levels to be created, the structure is:

- i. Level 1 – Support Service Manager*
- ii. Level 2 – Account Executive*
- iii. Level 3 – Executive Sponsor*

It is envisaged that the Support Service Manager resolve the majority of escalations as that role encompasses an overview of all activities for the Customer.

The Account Executive would be the owner for the regular service reviews and would sit on a Steering Committee (or similar) for reviews.

2.5 Support Contact Persons

- i. Customer shall designate qualified contact persons (each a “Customer Contact” or “Key User”) who will create Tickets for the Customer account. At least two (2) of Customer’s Customer Contacts shall be created as administrators on the Vendor Unified Platform. The Customer Contact is responsible for managing all business related tasks of the Services related to Customer’s business, such as:
 - a. Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with Vendor support in the event of new problems;
 - b. Manage the distribution of business tasks across users;
 - c. Manage and monitor connections to Customer’s third party systems (if available); and
 - d. Support the potential adoption of the Service.
- ii. Customer shall provide contact details (in particular e-mail address and telephone number) by means of which the Customer Contact or the authorized representative of such Customer Contact can be contacted during Support Hours. Customer shall update their Customer Contacts for the Services in case of Customer staff changes.

- iii. To receive support Services hereunder, Customer shall reasonably cooperate with Vendor to resolve support incidents, and shall have adequate technical expertise and knowledge of their configuration of the Services to provide relevant information to enable Vendor to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.

3. PRICING

3.1 Pricing Considerations

In the spirit of partnership and risk mitigation for both Customer and Vendor the following pricing conditions are agreed in the execution of this Agreement.

3.1.1 Pricing for Hosting

The following details the pricing for hosting the defined SAP Landscape:

- i. *Hosting fee per month: £xxxxxxx paid annually in advance*
- ii. *Setup fee (once off): £xxxxxx paid one time only and upfront at same time as hosting fee in year one.*

The hosting fee will commence in the month of provisioning the landscape (including the development and QA systems).

Pricing Notes:

- i. *Travel and expenses are not included, and will be invoiced separately if onsite travel is required, upon Customer prior written approval.*
- ii. *Interface setup to third party systems are excluded.*

ADDENDUM “B” – DATA PROCESSING

1.1. In this Addendum:

1.1.1 “**Affiliate**” means a subsidiary or holding company, or a company which is a subsidiary of that holding company;

1.1.2 “**Data Protection Laws**” means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including:

(a) the General Data Protection Regulation (EU) 2016/679 (“GDPR”);

(b) the Data Protection Act 2018 and the UK General Data Protection Regulation as defined in section 3(10) of that Act (“UK GDPR”);

(c) the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and any national implementing legislation, including (in the UK) the Privacy and Electronic Communications Regulations 2003 (as amended); and

(d) any guidance, codes of practice, decisions, or opinions issued by a competent supervisory authority or other relevant governmental or regulatory body in relation to compliance with the foregoing;

(e) in each case as in force and applicable, and as amended, updated or replaced from time to time.

1.1.3 “**Data Controller**” and “**Data Processor**” have the meanings given to the term “controller” and “processor” (respectively) in Article 4 of GDPR and the UK GDPR;

1.1.4 “**Data Subject Request**” means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data;

- 1.1.5 “**DP Regulator**” means any governmental or regulatory body or authority with responsibility for monitoring or enforcing a party's compliance with the Data Protection Laws;
- 1.1.6 “**Customer Personal Data**” means all Personal Data processed by the *Vendor*;
- 1.1.7 “**Main Agreement**” means the Agreement this Addendum forms part of;
- 1.1.8 “**Permitted Region**” means the United Kingdom and the European Economic Area;
- 1.1.9 “**Security Breach**” means any accidental or intentional loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data;
- 1.1.10 “**Standard Contractual Clauses**” means the standard contractual clauses set out in the European Commission's Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to processors established in third countries; and
- 1.1.11 “**Sub-Processor**” means a subcontractor including any Affiliates appointed by the *Vendor* to process Customer Personal Data.
- 1.2. Should there be a conflict between any other parts of the Main Agreement, this Addendum shall, for construction purposes, supersede all other data protection clauses and/or provisions.
- 1.3. In this Addendum, the terms “**Data Subject**”, “**Personal Data**”, “**Process**”, “**Processing**”, “**Transfer**” and “**Technical and Organisational Measures**” shall be interpreted in accordance with the GDPR and the UK GDPR.
- 1.4. Vendor will be a Data Processor for the duration of its processing or holding of Customer Personal Data.

2. Compliance with Data Protection Laws

- 2.1. The Vendor warrants and undertakes to Customer that it shall comply with its obligations under the Data Protection Laws as a Data Processor of the Customer Personal Data and shall not put Customer in breach of Data Protection Laws.
- 2.2. The Vendor shall maintain records of all processing operations that contain at least the minimum information required by the Data Protection Laws, and shall on request make such information available to any DP Regulator.

3. Processing and Security

- 3.1. The Vendor shall only process the types of Personal Data, and only in respect of the categories of Data Subjects and types of processing, set out in the Appendix or as otherwise notified by Customer.
- 3.2. In processing the Customer Personal Data, the Vendor shall:
 - 3.2.1 process Customer Personal Data only in accordance with Customer's written instructions from time to time unless required to do so by European Union or EU member state law;
 - 3.2.2 not process the Customer Personal Data for any purpose other than those set out in this Addendum or otherwise expressly authorised by Customer;
 - 3.2.3 notify Customer within 24 hours if it receives a Data Subject Request in respect of Customer Personal Data;
 - 3.2.4 provide Customer with its full co-operation and assistance in relation to any Data Subject Request;
 - 3.2.5 not disclose any Customer Personal Data to any Data Subject or to a third party other than at the written request of Customer;
 - 3.2.6 clearly mark or identify Customer Personal Data as belonging to Customer;

3.2.7 protect the Customer Personal Data by ensuring that it meets the requirements of Data Protection Laws and that the protection of the rights of Data Subjects under Data Protection Laws are ensured, including:

(a) ensuring that any computer system on which Personal Data is stored or processed is controlled by password which is kept confidential; and

(b) measures to protect the Personal Data against the risks of a Security Breach; and

3.2.8 ensure that only persons authorised process Customer Personal Data.

3.3. The Vendor shall, without undue delay and in any event within 24 hours, in the event of any failure or defect in security that leads, or might reasonably be expected to lead, to a Security Breach (together a “**Security Issue**”) notify Customer.

3.4. Where a Security Issue arises, the Vendor shall:

3.4.1 as soon as reasonably practicable, provide Customer with full details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;

3.4.2 co-operate with Customer, and provide Customer with all reasonable assistance in relation to the Security Issue; and

3.4.3 unless required by applicable law, not make any notifications to a DP Regulator or Data Subjects about the Security Issue without Customer prior written consent (not to be unreasonably withheld or delayed).

4. Return or Destruction of Personal Data

4.1. The Vendor shall, at the request of Customer, provide Customer with a copy of all Customer Personal Data held by the Vendor.

4.2. Subject to paragraph 4.3, at the request of Customer or when the Customer no longer requires such Personal Data, the Vendor shall:

4.2.1. immediately cease to use or process Personal Data;

4.2.2. securely return all Personal Data in its control or possession to Vendor and subsequently irretrievably delete all Personal Data in its control or possession; and

4.2.3. if requested by Customer, deliver a certificate confirming compliance with the return or destruction of Personal Data.

4.3. To the extent that the Vendor is required by European Union or EU member state law to retain all or part of the Personal Data (the “**Retained Data**”), the Vendor undertakes that it shall:

4.3.1. inform Customer of such a requirement including the applicable law;

4.3.2. cease all processing of the Retained Data;

4.3.3. keep confidential all such Retained Data in accordance with clause 14 (Confidentiality); and

4.3.4. continue to comply with the provisions of this Addendum in respect of such Retained Data.

4.4. When transferring Personal Data to Customer, the Vendor will only use secure networks previously approved in writing by Customer (acting reasonably).

5. Audit

5.1. Where Vendor is processing any Personal Data outside of Vendor’s premises, the Vendor will comply with all requests from Customer to access and inspect the Vendor's and its Sub-Processors' premises, systems, procedures, records and personnel relevant to any processing of Personal Data, in each case to enable

Customer to audit and verify that the obligations under this Addendum and under the Data Protection Laws in relation to Personal Data are fully complied with.

5.2. The Vendor shall provide such information, co-operation and assistance in relation to any request made by Customer under paragraph 5.1 as Customer may reasonably require.

5.3. The Vendor shall immediately inform Customer if in its opinion a request infringes any Data Protection Laws.

6. Co-operation and Assistance

6.1. The Vendor shall promptly co-operate with Customer, and promptly provide such information and assistance as Customer may reasonably require, to enable Customer to:

6.1.1 comply with Customer's obligations under the Data Protection Laws; and

6.1.2 deal with and respond to all investigations and requests for information from any DP Regulator.

6.2. If the Vendor receives any complaint, notice or communication from a DP Regulator or other third party which relates directly or indirectly to Personal Data or to either party's compliance with the Data Protection Laws, it shall notify Customer as soon as reasonably practicable and shall provide Customer with reasonable co-operation in relation to any such complaint, notice or communication.

7. Sub-Processors

7.1. The Vendor shall obtain the prior written consent of Customer to the appointment of any Sub-Processors.

7.2. If the Vendor appoints a Sub-Processor, the Vendor shall ensure that:

7.2.1 such Sub-Processor shall only process Personal Data in order to perform one or more of the Vendor's obligations; and

7.2.2 it enters into a written agreement with that Sub-Processor, prior to any processing by the Sub-Processor, requiring the Sub-Processor to:

(a) process Personal Data only in accordance with the written instructions of the Vendor or Customer; and

(b) comply with data protection obligations equivalent in all material respects to those imposed on the Vendor under this Addendum.

7.3. The Vendor remains responsible and liable to Customer for any processing by the Sub-Processor in breach of this Addendum.

7.4. Where any provision of this Addendum places an obligation on the Vendor, that obligation shall be construed as an obligation on the Vendor to procure that all its Sub-Processors, and its own and its Sub-Processors' personnel, comply with such obligation.

8. Transfer of Personal Data

8.1. The Vendor shall not process, transfer or access any Personal Data outside of the Permitted Region without the express prior written consent of Customer.

8.2. Customer's consent under paragraph 8 shall be conditional upon the Vendor ensuring there is adequate protection and appropriate safeguards in accordance with applicable Data Protection Laws.

9. Indemnity

9.1. The Vendor shall indemnify, hold harmless and keep indemnified and defend at its own expense Customer against all claims, demands, liabilities, damages, administrative fines, costs or expenses (including legal expenses) incurred by Customer or for which Customer may become liable due to any failure by the

Vendor or its subcontractors, agents or personnel to comply with any of its obligations under this Addendum or under the Data Protection Laws.

- 9.2. Notwithstanding the foregoing, the Vendor's total cumulative obligation to Customer with regard to this clause 9 (Indemnity) shall not exceed one (1) million pounds.

Appendix

1. Categories/Types of Personal Data

Customer data including first and last name, address and contact telephone numbers.

2. Categories of data subjects

Vendor clients.

3. Description of processing activities

Note: This **must** include the subject-matter and duration of the processing and the nature and purpose of the processing.

Processing activities will involve the retrieval, consultation, organisation and adaption or alteration of personal data only.

ADDENDUM “C” – ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") outlines unacceptable use of Vendor. This Policy is in addition to any other terms and conditions under which Vendor provides the Services to the Customer.

Vendor may make reasonable modifications to this Policy from time to time by providing prior written notice to Customer of such changes

The examples listed in this Policy are not exhaustive. Prohibited uses and activities include, without limitation, any use of the Services in a manner that, in Vendor's reasonable judgment, involves, facilitates, or attempts any of the following:

1. violating any law of, or committing conduct that is tortious or unlawful in, any applicable jurisdiction;
2. utilising third-party software that has not been properly licensed as per the requirements of the third-party software vendor and/or provider;
3. gambling activities;
4. displaying, performing, sending, receiving or storing any content that is obscene, pornographic, lewd, lascivious, or excessively violent, regardless of whether the material or its dissemination is unlawful;
5. advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;
6. accessing, sending, receiving, displaying, performing, disclosing, storing, or executing any content a) in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right, b) in violation of any applicable agreement, or c) without authorization;

7. deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner;
8. obtaining unauthorized access to any system, network, service, or account;
9. interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise;
10. introducing or activating any viruses, worms, harmful code and/or Trojan horses;
11. sending or posting unsolicited messages or e-mail, whether commercial or not, a) to any recipients who have requested that messages not be sent to them, or b) to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;
12. evading spam filters, or sending or posting a message or e-mail with deceptive, absent, or forged header or sender identification information;
13. propagating chain letters or pyramid schemes, whether or not the recipient wishes to receive such mailings;
14. holding Vendor, its affiliates, officers, employees and/or shareholders up to public scorn or ridicule; and/or
15. reselling Vendor's services, in whole or in part, to any entity or individual, without Vendor's prior written consent, or misrepresenting your relationship with Vendor.

ADDENDA - SIGNATURE

Signed at location of on this the day of January 2026

For and on behalf of: **EPI-USE LIMITED**
who warrants that she/he is duly
authorized hereto

Name:

Title:

Signed at location ofon this the day of January 2026

For and on behalf of: **<CUSTOMER>**
who warrants that she/he is duly
authorized hereto

Name:

Title:

EPI-USE AGREEMENT

Relevant for

Landscape Transformation/System Landscape Optimisation Projects

using the PRISM solution

Reseller SLO Software Agreement

RESELLER SLO SOFTWARE AGREEMENT

This Agreement is concluded on <Date> by and between EPI-USE Limited having its registered office at <Address> (“Reseller”) and <Client Name>, having its registered office at <Client Address> (“Company”).

1. INTRODUCTION

- 1.1. EPI-USE Switzerland AG (“EPI-USE”) of Aegeristrasse 5, 6300, Zug, Switzerland (registration number CHE-488.199.411), is the exclusive owner of the software applications and products as set out in Addendum A (“the EPI-USE Products”).
- 1.2. EPI-USE hereby appoints the Reseller, on a non-exclusive basis and subject to the terms of this Agreement, to market, demonstrate, sell, sub-license and support the EPI-USE Products within the territory, and to provide implementation, optimisation and related professional services to its clients in respect thereof. The Reseller shall, at all times, remain the single contractual and commercial point of contact vis-à-vis its clients in relation to the EPI-USE Products and any services rendered in connection therewith, notwithstanding that the Reseller may utilise the services of its affiliates and/or subcontractors in the performance of such services.
- 1.3. Company acknowledges that the EPI-USE Products, as set out in Annexure “A”, shall be installed in the applicable Company SAP system environment solely for the purposes of enabling the performance of SAP Landscape Optimisation projects (“SLO Projects”) for the Company. The Company further acknowledges and agrees that EPI-USE Labs Limited (of Suite 11n-B, Trafford House, Chester Road, Stretford, Manchester, M32 0RS, United Kingdom), as an affiliate of the Reseller, may utilise and access the EPI-USE Products and the Company SAP system environment strictly for the purposes of performing and supporting such SLO Projects on behalf of, and under the direction and responsibility of, the Reseller. For the avoidance of doubt, any such use of the EPI-USE Products by

EPI-USE Labs Limited shall be deemed to constitute use by the Reseller for the purposes of this Agreement, and no contractual, commercial or other legal relationship shall arise between the Company, on the one hand, and EPI-USE, EPI-USE Labs Limited or any of their respective affiliates, on the other hand, as a result of such involvement.

2. SLO PERIOD

2.1. The SLO Project Period means a period of <x> weeks, calculated from the date of issue of the first SAP R/3 Installation Number (the "SLO Period").

2.2. The SLO Period may be extended in accordance with clause 6.

2.3. Upon expiry or termination of the SLO Period, Company shall immediately:

2.3.1. remove all copies of the EPI-USE Products and related documentation from its computers and systems; and

2.3.2. return to Reseller the EPI-USE Products, together with all copies thereof and all EPI-USE Product documentation.

3. ADDITIONAL OBLIGATIONS

3.1. All intellectual property rights in and to the EPI-USE Products remain vested in EPI-USE and its affiliates. Accordingly, the use by Reseller of the EPI-USE Products in terms of this Agreement is for SLO Project purposes only, and Company is not licensed to use the EPI-USE Products for any other purpose whatsoever. or the avoidance of doubt, the EPI-USE Products shall not be used for any commercial purposes and/or any commercial exploitation under any circumstances.

3.2. Company may not modify, reverse engineer, disassemble or decompile the EPI-USE Products in any way or allow this to be done.

4. WARRANTIES AND LIABILITY

- 4.1. Warranty of Products. The EPI-USE Products will conform substantially to the requirements and specifications for such EPI-USE Products ("Specification").
- 4.2. Warranty limitation. Reseller shall not be liable for any system errors, incorrect results or any other damage or malfunction caused by functionality created by Company, its employees, its Company affiliates, or its Company contractors using the EPI-USE Products, nor shall Reseller and/or its contractors trouble-shoot or repair such functionality cost-free.
- 4.3. In no event or circumstance shall Reseller's total liability to Company whether arising out of or relating to this Agreement for any cause or claim whatsoever, and regardless of the form of action, whether in contract, tort (including negligence and strict liability), or otherwise, exceed the aggregate value of the Agreement.
- 4.4. Except for a breach of Company's Intellectual Property Rights obligations as per clause 3, which shall remain uncapped, in no event or circumstance shall either party be liable for any lost profits, lost revenues, or indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.

5. NON-DISCLOSURE

Without the prior written consent of disclosing Party, the receiving party shall not provide, disclose or otherwise make available to any third party any proprietary information or any technical information ("Confidential Information"), nor shall receiving party use such Confidential Information for any purpose except in accordance with the terms of this Agreement. All personnel, agents or contractors of the receiving party who receive or use such Confidential

Information must be informed of the receiving party's obligations under this Agreement. The parties' obligations under this clause 5 shall survive termination or expiration of this Agreement, and shall continue to apply in respect of all discussions and disclosures of proprietary and/or Confidential Information and the disclosing party shall retain all right, title and interest in and to its Confidential Information. No license of any patent, copyright or any other right in respect of the Confidential Information is granted to the receiving party under this Agreement by implication, estoppel or otherwise except for the express rights granted herein.

6. EXTENSION OF THE SLO PROJECT

- 6.1. Reseller may in its sole discretion extend the SLO Project period at any time by giving written notice to Company.
- 6.2. Either party may terminate the SLO Project at any time by providing written notice to the other party, specifying the effective date of termination.

7. NOTICES AND ADDRESSES FOR SERVICE

- 7.1. Unless otherwise specified any notice or communication in terms of this Agreement must be in writing sent by e-mail to be effective and the parties select as their respective addresses for the service of all notices or communications:

- i) Reseller – E-mail: <email>
- ii) Company – Email: <email>

- 7.2. Any notice or communication shall be deemed to have been received:

- 7.2.1. If e-mailed to the selected e-mail address, on the first business day following the date of transmission.

8. MISCELLANEOUS LEGAL PROVISIONS

- 8.1. No party may cede, delegate, assign or sub-contract any of its rights or obligations in terms of this Agreement without the prior written consent of the other party.
- 8.2. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed under the laws of the state or country where Reseller has its principal place of business.
- 8.3. Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Agreement.
- 8.4. This, as read with Addendum “A”, is the whole Agreement between the parties containing all of express provisions agreed upon and no agreement varying, adding to, deleting or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement shall be effective unless in writing and signed on behalf of the parties.

For and on behalf of: **EPI-USE Limited**

Signed at location _____

on this ____ day of _____

Name _____

Signature _____

Title _____

For and on behalf of: **Company**

Signed at location _____

on this ____ day of _____

Name _____

Signature _____

Title _____

Addendum “A” – Products Licensed as per Clause 3

Products Licensed	SAP R/3 Installation Number
TBC	TBC

All EPI-USE Products and associated documentation will be delivered electronically.