

Date: 29 March 2023

## Terms and Conditions

### 1. Definitions

All definitions used in the Agreement are specified in Annex A. Annex B is the Data Processing Agreement.

### 2. Agreement and Scope

This Rostrata Software and Service Agreement (this “Agreement”) is between Alocura Limited (“Alocura”) and the entity that has executed this Agreement (“You”). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

### 3. TERM OF AGREEMENT

This Agreement is valid for the Order Form which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Rostrata options offered by Alocura for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

### 4. Software Licence and Rights Granted

For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, right to access and use the Services that You ordered, including anything developed by Alocura and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement. Provided always that You adhere to the following material conditions:

- You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Agreement and the order.
- You pay the Charges in accordance with this Agreement.
- You do not exceed any of the restrictions set out within this Agreement.
- Without the express agreement of Alocura, You do not permit any third party to Use the Software or Documentation and notify Alocura as soon as it becomes aware of any unauthorised use of the Software by any such person.

5. The Services may contain or require the use of Separately Licensed Third-Party Technology. You are responsible for complying with the Separate Terms specified by Alocura that govern your use of Separately Licensed Third-Party Technology. Alocura may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third-Party Technology. The third-party owner, author or provider of such Separately

Licensed Third-Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

- In the event the support agreement between ALOCURA and the Third-Party Software supplier terminates, the Third-Party Software Support and Maintenance Services under this Agreement (if any) shall terminate forthwith upon service of written notice by ALOCURA to You. In such circumstances Your sole and exclusive remedy shall be reimbursement of any prepaid Support Charges in respect of the applicable Third-Party Software for the remainder of the Support Period.
- ALOCURA accepts no liability for infringement of third-party Intellectual Property Rights in respect of the Use or possession by You of the Third Party Software.
- You shall indemnify and hold ALOCURA harmless against any loss or damage which ALOCURA may suffer or incur because of Your improper Use of the Software which causes a breach of third-party Intellectual Property Rights.

## 6. Ownership and Confidentiality

- All Intellectual Property Rights in the ALOCURA Software, associated Documentation and any deliverables arising from the Services and Support and Maintenance Services shall vest in ALOCURA.
- All Intellectual Property Rights in any other Third-Party Software or Documentation shall remain with the owner of such rights.
- You acknowledge that the Software and Documentation contain the Confidential Information of ALOCURA or, where applicable, the third-party owner, that the Software Licence confers no title or ownership and agrees that it will not use any information provided by ALOCURA to create any software which is substantially like the Software.
- The parties agree that any Confidential Information obtained from or relating to the other, its servants or agents is the property of such other party and will treat it confidentially. Neither party shall use or disclose any Confidential Information of the other party except, and to the extent necessary, to those employees, agents, and sub-contractors of either party who either need to know or who are engaged in the Use of the Software and/or the Documentation and upon conditions of confidentiality at least equivalent to those herein.
- The foregoing provisions shall not prevent the disclosure or use by either party of Confidential Information which was in the lawful possession of the receiving party prior to disclosure, or which is or hereafter becomes, through no fault of that party, public knowledge or lawfully acquired or independently developed or, to the extent permitted, as is required by law.

## 7. Support Services and Service Levels

- Alocura shall provide the Rostrata Software in accordance with the Service Level Agreement, as detailed in Annex C including the Rostrata App for mobile devices.
- Where the Order Form, includes Support Services as part of Rostrata, including but not limited to Client On-boarding and Helpdesk, these Support Services are described in the Support Services Description, which forms part of the Agreement.

- Where We are providing Services to You the following shall apply in respect of block bookings:
  - Except where a date has already been agreed in the Quote Form, delivery of service days pursuant to a block booking is subject to reasonable advance notice of days to be agreed between the parties; and
  - Where a block booking for a number of days Services is made, such days must be utilised within 12 months of the date of the relevant purchase order, any days not utilised may not be carried forward and will be lost.
  - Pursuant to Clause 6.3, We will attempt to accommodate rescheduling of Services at Your request. However if You cancel Services within:
    - six to ten working days of the booked date for delivery, You will be liable to pay 50% of the relevant charges in full; or
    - five working days or less of the booked date for delivery, You will be liable to pay the relevant charges in full.
  - The parties may request a change in the Services in writing, whereupon, acting in good faith, both parties will discuss a change of Services and, if possible, We will respond with a order form for the revised Services, which You may formally accept, acting reasonably and without undue delay. The amended order form will state the effect on charges, delivery and other aspects of Services. Upon acceptance by the customer the revised order form will become a new Agreement.

## 8. Your Access Rights and Obligations

- Your use of the Services shall be limited in accordance with the Users specified in the Order Form.
- With respect to Rostrata, unless agreed otherwise, You:
  - Are solely responsible uploading such Customer and Employee Data as is required for the effective operation of the Software;
  - are solely responsible for procuring and maintaining Your network connections and telecommunications links and all problems, conditions, delays and delivery failures arising from or relating to such network connections or telecommunications links; and
  - will maintain adequate security standards for Your Users' access and use thereof, and will use all reasonable efforts to prevent any unauthorised access or use thereof, and, in the event of any such unauthorized access or use, promptly notify Us.
- You will not during the course of the use of Rostrata, upload, input, access, store, distribute or transmit any Malware, nor any material, including without limitation Customer Data, that is Inappropriate Content. We reserve the right, without liability to You and without prejudice to Our other rights, to
  - Disable Your access to any material that breaches the provisions of this Section;
  - Remove and delete any content where, in Our sole and reasonable discretion, We suspect such content to be Inappropriate Content; and/or
  - Terminate the Agreement for material breach in accordance with Section 10. You agree to defend, indemnify and hold Us and Our Affiliates harmless from

and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with Your breach of this Section.

You will not

- copy, translate, or otherwise modify or produce derivative works of all or parts of the Rostrata Software, it being understood that You will be entitled to copy the Documentation and materials accompanying the Software as is reasonably required for Your internal purposes;
  - access or use Rostrata in breach of applicable laws or for any illegal activities, including without limitation to transfer data and information which is illegal or in breach of third-party Proprietary Rights;
  - disassemble, reverse engineer, decompile, place at risk or circumvent the functionalities, performance, and/or the security of Rostrata;
  - access all or any part of Rostrata in order to build a competitive and/or similar product or service; or
  - determine whether the Services are within the scope of any patent.
- We will have the right to temporarily restrict Your access to Rostrata if We in Our reasonable judgment deem it likely that Your use of Rostrata will have negative effects on Rostrata, and that immediate action is required in order to limit or prevent damage. We shall promptly inform You of any such restriction and, where reasonable to do so, We shall provide such information in advance.
  - We are entitled to integrate technical features into Rostrata which allow Us to verify Your compliance with the limitations in this Agreement and/or Your Order. For clarity, no Customer Data shall be visible to Us in this context. Further, We may audit Your use of Rostrata in order to establish whether the use of Rostrata is in accordance with this Agreement, at Our own cost, by providing You seven (7) days' prior written notice. We may ask a qualified third party, who will be obliged to maintain confidentiality, to perform the audit. Where We notify You of a non-compliance with the Agreement and/or Your Order limitations, including any overuse, We may work with You to seek to reduce Your overuse so that it conforms to Your Order. If You are unable or unwilling to abide by the Order limitations, You will pay any invoice for excess usage or execute an Order for additional Services. Our acceptance of any payment shall be without prejudice to any other rights or remedies We may have under the Agreement or applicable law.

## 9. Fees and Payment

- All Licence charges for Rostrata pursuant to this Agreement shall be invoiced monthly in advance, unless stated otherwise on the Order Form.
- Payment terms are within 30 days of invoice date with payment by Direct Debit.
- The Licence Fees are non-refundable and are subject to VAT at the prevailing rate at the point of invoice.
- All charges for On-Boarding or similar services will be invoiced at point of delivery.
- All Charges for Support and Maintenance Services pursuant to this Agreement shall be invoiced annually in advance, unless stated otherwise on the Order Form.
- Without prejudice to Our other rights under this Agreement, if any payment from You is overdue, We may temporarily suspend the provision of the Services and/or Support and Maintenance services until such time as payment is received in full.

- Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We may charge You interest at the rate interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue sums from the due date until the date of receipt of payment by Us (inclusive).
- All sums shall be paid in full and free from any deductions, rights of set-off, counterclaim or liens, to the extent legally permissible.
- We shall be entitled to adjust the Licence Fees from 1<sup>st</sup> April each year, in line with the CPI for the previous 12 months to March.

#### 10. Customer Data; Data Protection

- You own all right, title and interest in and to Customer Data and shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of Customer Data; (ii) the completeness, reliability, accuracy and quality of Customer Data; (iii) obtaining and maintaining all necessary licenses and consents required to use Customer Data, if any; and (iv) Your entering of Customer Data into Rostrata. You acknowledge that (i) We will not be held responsible in any way for any Proprietary Right or other rights' infringement or violation or the violation of any applicable laws, arising or relating to such Customer Data and/or communications; and (ii) that any Personal Data contained in Customer Data has been collected and is maintained in compliance with applicable Data Protection Laws.
- You grant to Us and Our Affiliates a right; (i) to use, host, transmit, monitor, manage, replicate, access, store, and cache Customer Data in connection with performing our rights and obligations under the Agreement; and (ii) where necessary, to transfer Customer Data, to any third parties used by Us but only as required for the provision of the Services.
- During the Subscription Term, You will be entitled to access and export (where available) Customer Data at any time. Export may be subject to technical limitations; in which case We will find a reasonable method for You to access Customer Data. Within 30 days of termination of an Order, We will delete or destroy Customer Data remaining on Rostrata unless applicable law requires retention for a specified period. Any such retained data is subject to the confidentiality provisions of these Terms.
- We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to protect against the unauthorised access to or disclosure of Customer Data.
- Each party shall, in connection with the exercise of its rights and the performance of its obligations under the Agreement, comply with all applicable Data Protection Laws. We acknowledge that You are acting as a data controller in respect of any Customer Data which contains Personal Data. To the extent that We process any such Personal Data in the provision of the Services, the Data Processing Agreement in Annex B shall apply.
- For the purposes of this Section the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.
- Use of Data for Service Development. We may collect data derived from Your use of Rostrata for development, benchmarking, and marketing, and for creating analyses. All such data will be used in an anonymized form that does not contain Customer Data or permit direct association with You, any specific User or other individual or third party.

#### 11. Termination



- Your Subscription commences on the effective date of the Implementation unless otherwise specified therein. Your Subscription continues for the Initial Subscription Term stated in the Order. Thereafter, each Subscription will automatically renew for successive periods of 12 months (each a “Renewal Term”) unless a party gives at least 30 days’ prior written notice to the other party of its intention not to renew the Subscription. Unless otherwise agreed in the applicable Order, and subject to Your rights to terminate under this Section, Your Subscription may only be terminated in accordance with Section 10.2.
- Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order without liability to the other at any time with immediate effect upon written notice if the other party:
  - is in material breach of any of its obligations under the Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or
  - voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; passes a resolution for winding-up or a court of competent jurisdiction makes an order to that effect; becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
  - Upon termination, You shall immediately cease any and all use of and access to the Rostrata. Except where an exclusive remedy is specified in the Agreement, the exercise by either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
  - Where We, in accordance with the terms of this Agreement, terminate the licences granted, the Support and Maintenance Services and any other Services shall also terminate.
  - In the event of a material breach of the terms of this Agreement by You, We, as an alternative to exercising the right to terminate this Agreement, shall have the right to temporarily suspend the provision of the Services and/or Support and Maintenance Services until such time as the breach is remedied.
  - Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
  - Clauses 5 (Ownership and Confidentiality), 11 Warranty and 12 Intellectual Property Indemnity shall survive termination or expiry of this Agreement.

## 12. Warranties

- Subject to limitations in this Section, We warrant that Rostrata shall substantially perform as specified in the Documentation during the Subscription Term, when used in accordance with the terms of the Agreement.
- We do not warrant any specifications other than those set out in the Documentation, including without limitation statements made in presentations of Rostrata, Our public statements or advertising campaigns. You acknowledge and are aware that, in

accordance with the current state of technology, Rostrata cannot be fully error-free, or operate entirely without interruption.

- We do not warrant:
  - against problems caused by Your use of Rostrata with any third-party software, misuse, improper testing, unauthorised attempts to repair, modifications or customisations to Rostrata by You or any other cause beyond the range of the intended use of Rostrata;
  - against any Malware, data breaches and data losses which could not have been avoided by adequate, state-of-the art security in accordance with Our then-current security infrastructure; or
  - that Rostrata will achieve Your intended results, nor that Rostrata has been developed to meet Your individual requirements.
- During the Subscription Term, if Rostrata does not conform with the warranty provided in Section 11.1, We will at Our expense use best endeavours to correct any such non-conformance. If We cannot reasonably make such correction or substitution, as determined in Our sole discretion, We will refund You any prepaid fees covering the remainder of the Subscription Term for Rostrata and terminate Your access to and use of Rostrata for which You have received the refund. Such correction, substitution, or refund constitutes Your sole and exclusive remedy, and Our sole and exclusive liability for any breach of the warranty.
- Warranty claims asserted under one Order shall have no effect on any other Orders or other contracts that are in place between You and Us.
- To the maximum extent permitted by applicable law, the warranties and remedies provided in this Section 11 are exclusive and in lieu of all other warranties, express, implied or statutory, including warranties of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Us.
- You agree that Your purchase of Rostrata is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments, statements or representations We made regarding future functionality or features.

### 13. Intellectual Property Indemnity

- We undertake at Our own expense to defend You or, at Our option, to settle any third-party claim or action brought against You alleging that Your use of the Services (or any part thereof) in accordance with the terms of the Agreement infringes the Proprietary Rights of a third party ("Infringement Claim") and shall be responsible for any damages awarded against You or agreed upon in settlement by Us as a result of or in connection with any such Infringement Claim.
- In the event of an Infringement Claim, We shall, at Our sole option and expense, (i) modify the infringing Services so that they cease to be infringing without loss of substantial functionality; (ii) replace the infringing portion of the Services with non-infringing software or services; or (iii) procure a license to enable You to legally continue using the Services.
- If We do not provide You with one of the options above, We may, at Our sole discretion, terminate Your Order for the affected Services with immediate effect and

reimburse You any prepaid Fees covering the remainder of the Subscription Term and terminate Your access and use of the affected Services.

- We shall only be liable for any Infringement Claim provided You:
  - provide Us with prompt written notice of the Infringement Claim;
  - do not enter into any settlement of the Infringement Claim without Our prior written consent; and do not undertake any other action in response to any Infringement Claim that is prejudicial to Our rights;
  - permit Us to exclusively control the defence, negotiations and any settlement of the Infringement Claim; provide Us with reasonable information and assistance for the Infringement Claim; and
  - use all commercially reasonable efforts to mitigate against any of Your losses, damages or costs related to the Infringement Claim.
- We shall not be liable to You for Infringement Claims where the infringement is caused by:
  - unauthorised changes You have made or that have been made on Your behalf to the Services or output thereof;
  - our use of the Services or output thereof outside the scope of the Agreement, Your Subscription, the applicable Order or the materials accompanying Rostrata.

This Section constitutes Your exclusive remedy and Our entire liability with respect to Infringement Claims.

#### 14. Limitation of Liability

- Our aggregate liability to You for or in respect of any loss or damage suffered by You under or in connection with Rostrata provided under the Agreement (whether due to breach of contract, tort (including negligence) or otherwise) shall be limited to the total amount of Subscription Fees payable in the twelve (12) months preceding the date of the event for which the liability arises.
- To the maximum extent permitted by applicable law, in no event will We be liable for special, consequential, incidental, or other indirect damages, including, but not limited to, loss of profits, anticipated savings, business opportunity, goodwill, loss of revenue, or costs of procurement of substitute goods or services arising out of the Agreement, however caused and under any theory of liability (including contract, tort, negligence or otherwise), even if We have been advised of the possibility of such damages.
- We both acknowledge that the Fees are based in part on the limitations in this Section.
- The limitations in this Section shall not apply to Our IP indemnification obligations under Section 12; liability for death or personal injury caused by Our negligence or that of Our officers, employees, contractors or agents; fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

#### 15. Feedback



- You may, at Your sole discretion, provide Your input regarding the Services, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services, products and/or services, or input as to whether You believe Our development direction is consistent with Your own business and IT needs (collectively “Feedback”). We shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to You and/or Your Representatives.
- You acknowledge that any information that We may disclose to You related to the Services, Our other products, services, business or technology plans is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding on Us regarding any particular course of business, product strategy, and/or development.

## 16. General Provisions

- **Assignment** . Except as permitted herein, neither party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, We may at any time upon notice to You assign or otherwise transfer Our rights and obligations under the Agreement to any of Our Affiliates or successors in business.
- **Independent Contractors** . The relationship between You and Us is that of independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.
- **Governing Law**. The Agreement shall be governed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the courts located in London, England.
- **Amendments**. Any amendments or additions to the Agreement must be made in writing and executed by duly authorised representatives of both parties.
- **Entire Agreement** . These Terms, together with any Order between You and Us, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between these Terms and an Order between You and Us, these Terms shall take precedence. Any purchase order, purchasing terms, general terms of business or other document issued by You for administrative convenience only and will not be binding on Us.
- **Severability** . Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.
- **No Waiver**. No waiver by either party of any breach or default or exercise of a right of a party under the Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.

- Third Party Rights . A person who is not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999 (the "Act") has no rights to enforce, or to enjoy the benefit of, any term of this Agreement.
- Notices. Except as otherwise specified in the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) two business days after sending by e-mail. E-mails to Us shall be directed XXXXXX, and e-mails to You shall be addressed to the administrative contact designated in Your Order Form. Notices relating to an Infringement Claim under Section 12 must be sent by registered mail and e-mail.
- Force Majeure. Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or nonperformance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or nonperformance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance; and (iii) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event.
- Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration

#### Annex A Definitions

- a) "Affiliate": any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us, as the case may be, but only for so long as the control exists. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.
- b) "Agreement": these Terms and any Order between You and Us.
- c) "App": the version of Rostrata available for use on mobile devices
- d) "Confidential Information ": any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 (ten) days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure, including Customer Data.
- e) "Customer Data ": the (i) data and information provided by You to Us and/or input, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose of using Rostrata or facilitating Your use of the Services, or (ii) data You collect and process through Your use of Rostrata.
- f) "Customer Materials ": any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data.

- g) “Data Protection Laws” : all laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Data including the Data Protection Act 2018 (DPA 2018), and the UK General Data Protection Regulation (UK GDPR).
- h) “Documentation” : the then-current product description of the applicable Services, as made available by Us.
- i) “Implementation Date”: the date that is agreed as the start date for use of the Rostrata software .
- j) “Licence Fees”: the fees payable by You for the Services as set out in an Order.
- k) “Force Majeure Event” : acts, events, omissions or accidents beyond a party’s reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder.
- l) “Inappropriate Content” : content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates or promotes illegal activity; (c) depicts sexually explicit images; (d) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (e) causes damage or injury to any person or property.
- m) “Malware”: any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.
- n) “Order Form”: a written document executed by You and Us specifying the Services You have ordered, and the Fees owed thereunder, and such other terms as are agreed, including any addenda and supplements thereto.
- o) “Personal Data”: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
- p) “Professional Services”: the consulting and/or professional services related to Rostrata which may include implementation and on-boarding services for Rostrata, provided by Us to You as described in the applicable Order.
- q) “Proprietary Rights” : rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
- r) “Representatives”: of a party are its and its Affiliates’ employees, directors, advisers and subcontractors.

- s) “Rostrata”: The Alocura cloud based rostering and financial management software.
- t) “Service Level Agreement” or “SLA” : the service levels for Rostrata as set out in the then current document(s)
- u) “Rostrata Service Uptime ”: has the meaning given in the Service Level Agreement.
- v) “Services”: any and all services provided by Us to You as described in the applicable Order
- w) “Subscription” : the Licence You purchase under an Order for Your use of and access to Rostrata in accordance with the Agreement.
- x) “Licence Fees ”: the Fees payable for access to Rostrata as set out in the Order Form.
- y) “Subscription Term” : the 12 month period from implementation date of the order form and any subsequent Renewal Terms.
- z) “Support Services” : the support services, as described in the Support Services Description, that We provide to You in respect of Rostrata.
- aa) “User”: those employees, of Yours who are authorised by You to access and use Rostrata in accordance with the Agreement, and to whom You have supplied a user identification and password (if applicable).
- bb) “We,” “Us”, “Our” or “Alocura” : the entity entering into the applicable Order with You.
- cc) “You” or “Your”: the company or other legal entity that enters into the applicable Order with Alocura.

## Annex B

### DATA PROCESSOR AGREEMENT

This Data Processing Agreement (the “DPA”) details the parties’ obligations on the protection of Personal Data associated with Our Processing of Your Personal Data within the scope of the applicable Order or any agreement between You and Us for providing Services (hereinafter, the “Agreement”).

#### 1. Introduction

This agreement sets out the roles and responsibilities for Our (the “**Data Processor**”) processing of personal data on behalf of You (the “**Data Controller**”) and forms part of the Main Agreement in which the parties have agreed the terms for the delivery of the Rostrata Software and any associated services.

#### 2. Legislation

This Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (DPA 2018, and any subsequent updates).

#### 3. Processing of personal data

The purpose of the processing of personal data is the delivery of the Rostrata rostering and financial management software as specified in the Main Agreement between You and Us.

In connection with the delivery of the services to You (Data Controller), We will process certain categories and types of the Data Controller’s personal data on behalf of the Data Controller.

” Personal data” includes “*any information relating to an identified or identifiable natural person*” as defined in UK GDPR. The categories and types of Personal Data processed by the Us on behalf of You are listed in Appendix A.

We only performs processing activities that are necessary and relevant to perform the Services for You. The parties shall update Appendix A whenever changes occur that necessitates an update.

We shall have and maintain a register of processing activities in accordance with legislation.

#### **4. Instruction**

We may only act and process the Personal Data in accordance with the documented instruction from You (the “Instruction”), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that We may only process the Personal Data with the purpose of delivering the Services. You guarantee to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Your instructions for the processing of Personal Data shall comply with Applicable Law. You will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

#### **5. The Data Processor’s obligations**

##### **Confidentiality**

We shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless otherwise agreed by You.

Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Services and this Data Processor Agreement.

We shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

##### **Security**

We shall implement the appropriate technical and organisational measures as set out in this Agreement and in the Applicable Law. This will include but not limited to, data back-ups, encryption and secure email transmission

We shall provide documentation regarding data security measures implemented if requested by You in writing.

##### **Rights of the data subjects**

We shall support You, insofar as is agreed upon by the parties, and where possible for Us, in fulfilling data subjects’ requests and claims, as detailed in legislation. We shall not be liable where You fail to respond to the data subject’s request completely, correctly, or in a timely manner.

##### **Personal Data Breaches**

We shall, when We become aware, give immediate notice to You if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of You (a “Personal Data Breach”).

We shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

##### **Documentation of Compliance and Audit Rights**

Upon request by You, We shall make available to You all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by You or an auditor. Youi shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid



causing damage or disruption to Our premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days and shall not be conducted more than once a year.

#### **Data Transfers**

Where personal data is saved on storage solutions that have servers outside the European Economic Area (EEA), only those storage solutions that provide secure services with adequate relevant safeguards will be employed.

#### **6. Sub-Processors**

We are given general authorisation to engage third-parties to process the Personal Data (“Sub-Processors”) without obtaining any further written, specific authorisation from You, We shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. Alocura shall on an ongoing basis monitor and control its Sub- Processors’ compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to You if so requested.

#### **7. Limitation of Liability**

The total aggregate liability to You, of whatever nature, whether in contract, tort or otherwise, of Us for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the “Limitation of Liability” clause set out in the Service Agreement.

Nothing in this DPA will relieve the processor of its own direct responsibilities and liabilities under the GDPR and Data Protection Legislation.

#### **8. Duration**

The Data Processor Agreement shall remain in force until the Main Service Agreement is terminated.

#### **9. Data Protection Officer**

Alocura will appoint a Data Protection Officer where such appointment is required by Data Protection Laws and Regulations.

#### **10. Termination**

Following expiration or termination of the Agreement, We will delete all Personal Data in our possession as provided in the Agreement except to the extent We are required by Applicable law to retain some or all of the Personal Data (in which case We will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

#### **11. Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit

### **Appendix A - Personal Data**

#### ***Type of Data Processed***

The purpose of the processing of personal data is the provision of Finance, Human Resources and Client Budget Management Services by the Alocura (Data Processor) as specified in the Service Level Agreement between My Life Legacy and Alocura

We process the following types of Personal Data in connection with delivery of the Main Services:

A. Information on Your relevant employees and clients. Namely:

1. Name, postal address and email address
2. Proof of identity
3. Leave records
4. Contract of employment & HR details

We process the following types of Special Personal Data in connection with delivery of the Main Services:

B. Information on Your relevant employees and clients from. Namely:

1. Union Representation, if applicable.
2. Categories of data subjects
3. Health information

***Data Subjects Covered by Agreement***

We process personal data about the following categories of data subjects on behalf of You

1. Employees of You
2. Clients of You