



DEFINITIONS AND INTERPRETATION

Last Updated: 1 March 2025

1. This Voult Definitions document (this “**Document**”) applies to, forms part of and is supplemental to the Voult Master Services Agreement known as ‘*Voult – MSA - SaaS – 1 March 2025*’ (the “**Agreement**”), each Order Form (as defined herein), each Solutions Terms (as defined herein) and each Voult Policy (as defined herein).
2. Section 10.13 of the Agreement applies in this Document. Voult may change this Document by Update in accordance with Section 10.2 of the Agreement.
3. References in this Document to Sections are to Sections of the Agreement.
4. In the Agreement, each Order Form, each Solutions Terms and each Voult Policy the following words and expressions shall have the following meaning unless the context otherwise requires:

“ Acceptable Use Policy ”	the ‘ Voult – Acceptable Use Policy - SaaS ’ (https://voult.com/legal/) (being a Voult Policy) as the same is amended from time to time.
“ Administrative Data ”	means the following data and information of or in connection with Customer (that is not Customer Data) that Voult holds in connection with Customer’s use of the Services or any Solution: (i) billing information; (ii) data logs; (iii) information relating to or obtained in connection with the provision of the Standard Support Services; (iv) information relating to Customer’s account with Cyferd; (v) (in respect of an Authorised User) information relating the Authorised User Account in question; (vi) Application Monitoring Data; and (vii) Aggregated Statistics.
“ Affiliate ”	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.
“ Aggregated Statistics ”	as defined in Section 2.3 of the Agreement.
“ amendment ”	means a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and “ amend ” and “ amended ” shall be construed accordingly).
“ Android App ”	means the software packaged for Authorised Users to install onto their mobile device from the ‘ <i>Google Play store</i> ’ to access the Solution(s)/ applicable Services they are authorised to access and use. The Android is designed to offer a native experience on a mobile device operating the Android operating system.
“ API ”	means an application program interface that allows two or more different software programs to talk to each other and leverage and share information.
“ Applicable Currency ”	means either Dollars, Sterling or euro as stated in the applicable Order Form. Where the Order Form does not expressly provide for the ‘ <i>Applicable Currency</i> ’ it shall mean Sterling.
“ Applicable Territory ”	means the territory or those territories provided for in the that Order Form unless and to the extent it is illegal (including as a result of any embargo) for Customer’s

	access to the Services to be provided to or received within from time to time.
“Application Monitoring Data”	as defined in Section 2.3 of the Agreement.
“Application Monitoring Data Purposes”	as defined in Section 2.3 of the Agreement.
“Authorised User”	(on a per Solution basis) means an employee or independent contractor of Customer or such other person or entity that is granted an Authorised User Account by the Customer Account Manager (of the Customer for that Solution) and is authorised to access and use that Solution/ the applicable Services. The Customer Account Manager is also an Authorised User of Customer.
“Authorised User Account”	means an account set up by or on behalf of Customer to enable an Authorised User’s access to and use of the applicable Solution(s)/ the applicable Services, such account containing all requisite details for or in respect of such Authorised User including the usage permissions, restrictions and any special rights to be applied for that Authorised User.
“Business Day”	means a day other than a Saturday, Sunday, or holiday when banks in London, England, are open for business.
“calendar year”	as defined in the definition of ‘year’ in this Document.
“Claim”	as defined in Section 8.1 of the Agreement.
“Commencement Date”	means the date specified or deemed to be specified in the applicable Order Form.
“Confidential Information”	means certain proprietary, commercially sensitive, confidential, trade secret and/or otherwise non-publicly available information that is identified or marked as confidential or that the Receiving Party would reasonably understand to be confidential under the circumstances of its disclosure.
“Control”	means the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract or otherwise, and “Controlled by” and “under common Control with” have correlative meanings.
“Customer”	means the person or entity specified or deemed to be specified as the ‘ <i>Customer</i> ’ in the Agreement or in the applicable Order Form(s) (as the case may be).
“Customer Account Manager”	(on a per Solution basis) means the person or persons designated by Customer who administers Customer’s Authorised Users and that Solution on Customer’s behalf. The Customer Account Manager is also an Authorised User of Customer.
“Customer Data”	means any electronic data and information (in any form including data, content, code, video, or other materials) that Customer or any of its Authorised Users Transmit to the Platform by any means including via any Solution (but excluding Feedback).
“Customer Obligations”	means Customer’s obligation to: (i) (other than that in respect of the Customer Account Manager) set up Authorised User Accounts for its Authorised Users; (ii) prevent unauthorised access to and use of a Solution/ the

	Services/ the Platform; and (iii) (in respect of a Solution) any other matter(s) set out in the applicable Solution Terms as being ' <i>Customer Obligations</i> '.
"Cyferd"	Cyferd Inc. , a corporation incorporated and registered in Delaware, USA.
"Database Services"	as defined in Section 3.3 of the Agreement.
"Data Protection Agreement"	the ' Voult – Data Protection Agreement - SaaS ' (https://voult.com/legal/) (being a Voult Policy) as the same is amended from time to time.
"Data Protection Laws"	has the meaning set forth in the Data Processing Agreement.
"Disclosing Party"	as defined in Section 5.1 of the Agreement.
"Documentation"	means the then current user and support documentation and guides (in whatever form) for, as applicable, the Services, any Solution and/or any other Purchased Item(s) as the same is amended from time to time by Voult and which is made available by Voult. Documentation is available upon the request of Customer at any time.
"Dollars" and "\$"	means the lawful currency of the United States of America.
"Effective Date"	as defined in the first paragraph of the Agreement.
"euro", "€" and "EUR"	means the lawful single currency of the applicable participating member states of the European Union.
"Excluded Services"	professional or other services services (which are not included in Customer's subscription for Services, any Solution or any other Purchased Item) to be provided to Customer by or on behalf of Voult.
"Exclusions"	means: (i) Scheduled Maintenance; (ii) a Force Majeure event; (iii) emergency maintenance (provided that Voult shall, to the extent possible, give Customer notice of any emergency maintenance as soon as reasonably practicable); (iv) Customer's failure to perform Customer Obligations; (v) anything that is both outside of the Platform Perimeter and outside of Voult's control which may include: (A) any third party hardware, software or services used by Customer; and (B) interruption of Customer's internet connectivity; (vi) use of the Services for the purpose of a Pilot; and/or (vii) Non-Voult Products/ Services.
"Extension Order Term"	as defined in Section 9.1 of the Agreement.
"Feedback"	means any feedback and suggestions for improvement relating to or in connection with the Services, Solution(s), Platform, On-Prem Components and/or any other Purchased Item(s).
"Fees"	(in respect of an Order) the subscription and other specified fees, costs and/or expenses collectively provided for in the applicable Order Form and any other relevant document referred to therein (including (where applicable) any Solution Terms).
"Force Majeure"	means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any

	matters relating to the transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.
“Hosting Services”	as defined in Section 3.2 of the Agreement.
“Indemnification Notice”	as defined in Section 8.3 of the Agreement.
“Indemnified Party”	as defined in Section 8.3 of the Agreement.
“Indemnifying Party”	as defined in Section 8.3 of the Agreement.
“Initial Order Term”	as defined in Section 10.1 of the Agreement. In respect of a Solution this cannot be less than 12 (twelve) months beginning with the applicable Commencement Date and will be in multiples of 12 (twelve) month periods.
“Integration”	means the record that is created and securely managed in a tenancy that provides the access details for a connection to an external source system.
“Intellectual Property Rights”	means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognised, including rights in and to: copyright, rights relating to copyright such as moral rights and performers rights and works of authorship (whether copyrightable or not), rights in data and databases, patents, patent disclosures, rights in inventions (whether patentable or not), rights in confidential information, know-how, trade secrets, trade marks, trade names, trade dress, geographical indications, service marks, design right, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolised by any of the foregoing, database rights, databases, data exclusivity rights, utility models, chip topography rights, mask works, domain names, rights in computer programs or software, the right to sue for infringement, unfair competition and passing off and all similar or equivalent rights of whatever nature, any other intellectual property rights in each case: (i) whether registered or unregistered; (ii) including all registrations and applications for any of the foregoing rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or created in the future; and (v) wherever existing.
“iOS App”	means the software packaged for Authorised Users to install onto their mobile device from the ‘App store’ to access the Solution(s)/ applicable Services they are authorised to access and use. The iOS App is designed to offer a native experience on a mobile device operating the iOS/Apple operating system.
“List of Sub-Processors”	the ‘ Vault – List of Sub-Processors - SaaS ’ (https://vault.com/legal/) containing a list of Vault’s Sub-Processors as the same is amended from time to time.
“Losses”	means all losses, liabilities, compensation, reasonably and properly incurred costs, charges and expenses, actions, proceedings, claims and demands (including but not limited to any interest, penalties and reasonably and properly incurred legal and professional costs and expenses).

“Malicious Code”	virus, worm, Trojan Horse, security vulnerability, malicious code or other harmful materials.
“Materials”	means all services, data, information, content, Intellectual Property Rights, websites, software, personnel and other materials provided in connection with the Services, any Solution, the On-Prem Components and any other Purchased Item(s) but excluding all Customer Data.
“Mobile App”	means the Android App or the iOS App.
“month”	means a calendar (based on the Gregorian calendar) month and “ months ” and “ monthly ” shall be construed accordingly.
“Non-Vault Materials”	means Materials provided, controlled or owned by or on behalf of a Customer or a third-party and all other Materials expressly identified as ‘ <i>Non-Vault Materials</i> ’ in the Agreement, any Solution Terms, any Order Form and/or the Documentation.
“Non-Vault Products/Services”	means products or services not provided by or on behalf of Vault.
“On-Prem Components”	as defined in Section 1.1(b).
“Open Source Software”	means any software subject to a version of the General Public License, together with any other ‘open source’ software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the Effective Date or the applicable Commencement Date and any ‘free software’ as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the Effective Date or the applicable Commencement Date.
“Order”	means the order being the subject matter of an Order Form and “ Ordered ” and “ Orders ” shall be construed accordingly.
“Order Form”	means an order form entered into between Vault and Customer for Customer’s Access to and use of certain Solution(s) and/or any other applicable Purchased Item(s). Where and to the extent such order form contains other products and services (including Excluded Services/similar services) it shall not form part of the Agreement or the Order Form.
“Order Term”	as defined in Section 9.1 of the Agreement.
“Other Fees”	means Fees (other than Solution Fees) payable by Customer as stated/provided for in the applicable Order Form in respect of Purchased Items specified in that Order Form.
“Permitted Purpose”	means use solely for Customer’s internal business operations in accordance with the applicable Documentation and the Agreement. Permitted Purpose expressly excludes anything that would cause Customer to be in breach of the Agreement.
“person”	includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.

“Personal Data”	has the meaning set forth in the Data Processing Agreement.
“Pilot”	means a ‘pilot’ trial being time-bound access to Solution(s) for the purposes of evaluating its/ their features and functionality. A Pilot is likely to be a conditional Order, where, if the applicable conditions are met/ satisfied within the applicable time, such Order ceases to be a Pilot.
“Platform”	means Cyferd’s cloud-native ‘Platform as a Service’ known as ‘Cyferd’ providing agile ‘ <i>Digital Transformation</i> ’ solutions (upon which Vault hosts the Services and each Solution).
“Platform Perimeter”	the boundaries of the Platform within which Cyferd has responsibility to Vault to provide access to and use of the Platform to Vault.
“Privacy Policy”	the ‘ Vault – Privacy Policy ’ (https://vault.com/legal/) (being a Vault Policy) as the same is amended from time to time.
“Process”	has the meaning set forth in the Data Processing Agreement.
“PSA”	means, where Customer orders certain Excluded Services from Vault, the overall agreement between Vault and Customer in respect of such Excluded Services in question and includes, inter alia, the applicable order form (which could be included in but will not form part of an Order Form) and the PSA Terms
“PSA Terms”	means, where Customer orders certain Excluded Services from Vault, the ‘ <i>Professional Services Terms and Conditions</i> ’ between Cyferd and Customer (set out at https://vault.com/legal/) referred to in, and which applies to, the applicable order form (which could be included in but will not form part of an Order Form) for the provision by or on behalf of Vault of those Excluded Services being the subject matter of the PSA
“Purchased Item”	means a product and/or service being the subject matter of an Order Form but not including any Excluded Services. Purchased Items could include: access to and use of a Solution, access to any premium features/ functionality of or in connection with a Solution(s), access to any premium subscriptions in connection with a Solution(s).
“Receiving Party”	as defined in Section 5.1 of the Agreement.
“Relevant Items”	as defined in Section 2.1 of the Agreement.
“Relevant Matters”	as defined in Section 8.2 of the Agreement.
“Remote Agent”	(if and to the extent required) means Cyferd’s on-premises software application that enables Customer to connect its on-premise systems and databases to the Platform and hence the Solution(s)/ applicable Services.
“Services”	means the subscription services provided by Vault to the Customer under the Agreement via Vault’s applicable tenancy(ies) and comprising access to and use of Ordered Solution(s) and any other Purchased Items, as more particularly described in the applicable Documentation. The Services do not include Excluded Services.

“Solution”	means a specific Vault software application built on and using the Platform. In this regard an “application” is made up of a collection of data entities associated together with additional meta data to automate process flows and control views. For this purpose, a Solution does not include a Mobile App or any API or any Integration or any feature embedded into the Platform.
“Solution Fees”	means the Fees payable by Customer as stated/provided for in the applicable Order Form for access to and use of the particular Solution specified in that Order.
“Solution Terms”	(in respect of a Solution) means the terms and conditions relating to that Solution (set out at https://vault.com/legal/) which are supplemental to, bind Customer and form part of the Agreement where Customer Orders that Solution.
“Standard Support Services”	as defined in Section 3.1 of the Agreement.
“Sterling” and “£”	means the lawful currency of the United Kingdom.
“Sub-Processors”	as defined in Section 3.2 of the Agreement.
“Taxes”	as defined in Section 4.3 of the Agreement.
“tenancy”	means a unique account of the Platform created by Cyferd for Vault that: (i) has its own URL; (ii) enables Vault to make available to Customer the Services; and (iii) is logically segregated from all other tenancy(ies) relating to the Platform. For the avoidance of doubt a tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment.
“Term”	as defined in Section 9.1 of the Agreement.
“Third Party Technology”	as defined in Section 1.5 of the Agreement.
“Ticket”	as defined in Section 3.1 of the Agreement.
“Transmit”, “Transmitted”, “Transmitting”	as defined in Section 2.2(a) of the Agreement.
“Update”	as defined in Section 10.2 of the Agreement
“Update Notification”	as defined in Section 10.2 of the Agreement
“Uptime Percentage”	as defined in Section 3.2 of the Agreement.
“User Notice”	the ‘Vault – User Notice - SaaS’ (https://vault.com/legal/) (being a Vault Policy) as the same is amended from time to time.
“VAT”	means any value added tax or sales tax or other tax of a similar nature.
“Vault customer”	means any customer of Vault.
“Vault Indemnitee”	as defined in Section 8.1 of the Agreement.
“Vault Materials”	means all of the Materials provided or made available by or on behalf of Vault but excluding all Customer Data and all Non-Vault Materials.
“Vault Partner”	any member of the Vault partner network appointed by Vault.
“Vault Policies”	means the Acceptable Use Policy, the Data Protection Agreement, the Privacy Policy, the User Notice together with any other applicable policies, ancillary terms and conditions, charters and documents of Vault which are set out at https://vault.com/legal/ which apply to the Services

	and which are designated by or on behalf of Vault as a 'Vault Policy' (each a "Vault Policy").
"Vault Solution Update"	as defined in Section 2.5 of the Agreement.
"year"	means a period of 12 (twelve) months and "years" , "annual" , "yearly" and "annually" shall be construed accordingly and "calendar year" shall mean a year beginning with and including 1 January.