



MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into as of the date of first acceptance (the "**Effective Date**"), by and between Voult Ltd, a company incorporated and registered in England and Wales with company number 13510550 ("**Voult**"), and the customer accepting this Agreement (which, in the case of an Order Form, will be the person identified as '*Customer*' in that Order Form) (the "**Customer**"), hereinafter individually referred to as a "**Party**" and/or together referred to as the "**Parties**". Unless otherwise noted, all capitalised terms used herein shall have the meanings set forth in the Voult Definitions (<https://voult.com/legal/>). Section 10.1 refers to the documents which together comprise this Agreement.

VOULT IS WILLING TO PROVIDE ACCESS TO AND USE OF THE SERVICES AND ANY OTHER PURCHASED ITEMS TO CUSTOMER STRICTLY ON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY ACCESSING AND/OR USING THE SERVICES AND/OR OTHER PURCHASED ITEMS, CUSTOMER: (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS THAT IT IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF AN INDIVIDUAL ACCEPTS THIS AGREEMENT AS AN AUTHORISED REPRESENTATIVE OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT. IF CUSTOMER DOES NOT MEET ANY OF THE FOREGOING REQUIREMENTS AND/OR DOES NOT AGREE TO SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICES AND/OR OTHER PURCHASED ITEMS.

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Voult and Customer agree as follows:

1. Services.

1.1 SaaS Rights and Licence Grants.

(a) SaaS Grant of Rights. Subject to the terms of this Agreement and the applicable Order Form and Customer's payment of all applicable Fees, effective on the applicable Commencement Date and for the applicable Order Term, Voult shall grant Customer a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable right in accordance with the Documentation and for the Permitted Purpose to use (and to permit its Authorised Users to use) the Services and the Documentation, and to use outputs displayed in connection with Customer's such use. Voult shall use commercially reasonable efforts to perform the Services in accordance with this Agreement and the Documentation and with reasonable skill and care.

On a per Solution basis and in respect of the Order in question, Voult will set up Customer's '*Customer Account Manager*' and the corresponding Authorised User Account, and grant access to Customer (via the Customer Account Manager) to the applicable Services within five (5) Business Days of the later of: (i) the applicable Commencement Date; and (ii) the date Customer provides all the applicable details Voult needs to complete such set up. In this regard, the Customer Account Manager's (as an Authorised User of Customer) appointment shall be made (and will be subject to) the terms of this Agreement. The applicable Solution Terms could also contain additional provisions to be followed/ complied with in this regard.

On a per Solution basis and in respect of the Order in question, it is Customer's responsibility (acting by its Customer Account Manager) to set up each other Authorised User of Customer and the corresponding Authorised User Account. In this regard, such Authorised User's appointment shall be made (and will be subject to) the terms of this Agreement. The applicable Solution Terms could also contain additional provisions to be followed/ complied with in this regard.

(b) Licence to On-Prem Components. Effective on the applicable Commencement Date and for the term set forth in such Order Form, Voult hereby grants to Customer and its permitted Authorised Users a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable licence to reproduce, distribute, publicly

perform, publicly display, access and use the Mobile Apps and the Remote Agent (collectively, the “**On-Prem Components**”) in connection with Customer’s and its permitted Authorised Users’ access to and use of the Services.

(c) **Access and Usage Restrictions.** In addition to any restrictions set out elsewhere in this Agreement, or as may be agreed in writing by the Parties from time to time for the purposes of this Agreement, and except as otherwise expressly permitted by this Agreement, Customer shall not, directly or indirectly: (i) use the Services or On-Prem Components to knowingly store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (ii) use the Services or On-Prem Components to knowingly store or transmit Malicious Code; (iii) access or use the Services or On-Prem Components in a way that circumvents any access restrictions or contractual usage limits of the Services or the Platform or circumvents or interferes with any mechanisms to enforce the foregoing; (iv) modify, copy, or create derivative works based on the Services or On-Prem Components or the Platform; (v) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, non-public APIs or Integrations of or to the Services or On-Prem Components or the Platform except to the extent expressly permitted by applicable law (and then only upon advance notice to Vault); (vi) remove or obscure any proprietary notices in or on the Services or On-Prem Components or Platform; (vii) use the Services or On-Prem Components to overwhelm or attempt to overwhelm Vault’s infrastructure in respect of the Services/ the Platform by imposing an unreasonably large load on Vault’s systems that consume extraordinary resources; (viii) use the Services or On-Prem Components in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights, or for any unlawful purpose, activity, business, or enterprise and/or to violate any applicable law; (ix) rent, lease, lend, sell or sublicense the Services or On-Prem Components (in whole or in part, in any form, whether modified or unmodified), or otherwise provide access to the Services or On-Prem Components as part of a service bureau or similar fee-for-service purpose; (x) make the Services available to anyone other than its applicable Authorised Users; or (xi) granting any person Authorised User status who is not an employee or agent of Customer, or where such person or the entity who employs that person: (A) is a different member of Customer’s group or an associated entity to Customer or an Affiliate of Customer; (B) is a competitor of Vault or provides services which are competitive with or to the Services, any Solution or the Platform; (C) is being granted such status for any purpose other than the bona fide business purposes of Customer, unless and then to the extent that Vault expressly consents to the same in writing to Customer. Customer acknowledges and agrees that it or its Authorised Users, as appropriate, must independently evaluate outputs generated by the Services for accuracy and appropriateness, including using human review (where Customer or its Authorised User deems appropriate), before using or sharing such outputs. For clarity, neither the Customer nor any Authorised User shall have or be entitled to have any build, modification or similar permissions in respect of any Solution.

1.2 **Pilot.** Vault may provide Customer with or make available to Customer use of the Services for the purposes of a Pilot. Such use of the Services for the purposes of a Pilot is subject to any additional terms (including any applicable Fees payable during such Pilot and/or additional restrictions/ requirements) that Vault specifies and is only permitted during the period Vault expressly designates for such purpose (or, if not so expressly designated, until terminated in accordance with this Agreement). Except as expressly set out to the contrary in this Agreement and any applicable Order Form, without limiting anything else herein, Vault expressly disclaims any representations or warranties, express or implied, or indemnities and/or liabilities in connection with such Pilot, and all access to and use of the Services during such Pilot is provided ‘*As Is, Where is, Without Fault*’ without indemnification, maintenance, support, or warranty of any kind, express or implied. Except as expressly set out to the contrary in this Agreement and any applicable Order Form, the terms of this Agreement fully apply in respect of a Pilot. Vault may modify or terminate Customer’s use of the Services for the purposes of a Pilot at any time and for any reason in Vault’s sole discretion, without liability to Customer, and Customer may cancel at any time without charge prior to the expiration of such Pilot. Use of the Services for the purposes of a Pilot will be time limited (as set out in the Order Form) in a production environment. Use of the Services for the purposes of a Pilot must be the subject of an Order Form. A Pilot can take the form of a conditional Order Form, which if such conditions are satisfied and/or waived automatically becomes a full unconditional Order for access to and use of the Services; in which case, for the purposes of this Section 1.2, such Pilot will cease to be a Pilot upon such satisfaction and/or waiver. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, VOLT’S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER IN RESPECT OF CUSTOMER’S PILOT WILL BE £500 (FIVE HUNDRED POUNDS STERLING) OR SUCH DIFFERENT AMOUNT SPECIFIED IN ORDER FORM.

1.3 **Suspension.** Vault may suspend and/or terminate Customer’s and its Authorised Users’ access to the Services (in whole or in part and/or in respect of all or any Orders at Vault’s sole discretion) if Vault reasonably determines that: (i) there is a disruption, security risk, threat or attack that would harm the Services or users thereof; (ii) Customer is using the Services for fraudulent or illegal activities; (iii) Customer fails to make payments of Fees; (iv) Vault is entitled to terminate this Agreement or the Order in question (whether or not it does so terminate); (v) Vault’s provision of the Services to Customer is prohibited by applicable law; or (vi) any vendor or supplier of Vault has suspended or terminated Vault’s access to or use of any third-party services or products required to enable Customer

to access and use the Services. Vault will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of any such suspension.

1.4 **Customer Responsibilities.** Customer will keep its credentials and its Authorised Users' credentials for the Services strictly confidential and will be responsible and liable for all actions taken by its Authorised Users. Customer will promptly notify Vault of any known violation of this Agreement by an Authorised User and of any known breach of security or unauthorised use of its account or an Authorised User's account. Customer shall actively and continuously manage and monitor all Authorised User Accounts of its Authorised Users and, in this regard, inter alia Customer shall: (i) promptly terminate Authorised User status (including terminating all applicable access and permissions) where: (A) the person in question ceases to be eligible to be an Authorised User; (B) the person in question ceases to be an employee or agent/ contractor of Customer; (C) any other changes occur to or in respect of that person such that it is no longer appropriate for that person to maintain such status; or (D) (in respect of a Solution), having regard to the applicable Solution Terms and the applicable Documentation, not to do so, would create/ enable unauthorised access to applicable Customer Data; and (ii) manage and monitor (and where applicable promptly change) permissions granted to its Authorised Users so as to prevent unauthorised access to applicable Customer Data. Customer shall: (i) only access and use the Services in accordance with the terms of this Agreement and the Documentation; (ii) be responsible for the accuracy, quality and legality of all Customer Data, the means by which Customer acquired such Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any third party applications with which Customer uses the Services or the On-Prem Components; (iii) prevent unauthorised access to or use of the Services or the On-Prem Components or the Platform, and notify Vault promptly of any such unauthorised access or use; (iv) use the Services and the On-Prem Components only in accordance with applicable laws, rules, and government regulations; (v) (in respect of an Ordered Solution) comply with the applicable Solution Terms; and (vi) obtain access and authorisation for all data processing performed by Vault (and its Sub-Processors) for Customer and its Authorised Users in accordance with the terms of this Agreement and applicable law. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and the On-Prem Components, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers. Customer understands and agrees that its Authorised Users are subject to the [User Notice](#) (and/or, in respect of a Solution, a special version of the same for that Solution as provided for in the applicable Solution Terms), [Acceptable Use Policy](#) and [Privacy Policy](#), and that such User Notice, Acceptable Use Policy and Privacy Policy are hereby incorporated by reference and made part of this Agreement. Vault may update the User Notice, Acceptable Use Policy and Privacy Policy at any time, and Customer agrees that its Authorised Users will be subject to such updates upon written notice.

1.5 **Third-Party Technology.** Customer understands and agrees that Customer's use of any third-party software or services that it chooses to use with the Services and that are not incorporated into or integrated with the Services (collectively, "**Third-Party Technology**") will be governed by such Third-Party Technology licensor's licence terms and conditions. Customer understands and agrees that Vault is not responsible for Customer's, Authorised User's, and/or any third party's obligations relating to any such Third-Party Technology including, without limitation, compliance with the terms and conditions governing use thereof.

2. **Intellectual Property and Data Rights.**

2.1 **Intellectual Property and Confidentiality.**

(a) Customer acknowledges and agrees Vault and/or its licensors (including Cyferd) own all Intellectual Property Rights in and to and/or (where applicable) which power the Services, the Platform, all Solutions, all Documentation, all Vault Materials, the On-Prem Components, Vault's Confidential Information (together the "**Relevant Items**") and, in each case and where applicable, the '*look and feel*' of the same. For clarity, the Relevant Items: (i) (as applicable) include the constituent parts thereof, which may include any and all underlying technology, software and any improvements, modifications, copies, updates, and/or derivative works of any of the foregoing created by or for Vault and/or its licensors from time to time; and (ii) Intellectual Property Rights assigned and/or licensed to Vault (or to such third-party as Vault may have elected) by Customer, in each case under this Agreement. Notwithstanding the foregoing, except for the rights explicitly granted herein, Vault retains all of its Intellectual Property Rights in and to the Relevant Items. For clarity, Intellectual Property Rights for the purposes of this [Section 2.1](#) may include the right to make, have made, practice, employ, exploit, use, develop, reproduce, improve, modify, copy, distribute copies, publish, licence, and/or create derivative works.

(b) Except for rights in and to the Relevant Items expressly granted to Customer and its Authorised Users, or as otherwise set forth herein, Vault is not granting any interest, express or implied, in or to Vault's Intellectual Property Rights, and Vault reserves all rights in such Intellectual Property Rights. Without limiting anything else herein, Customer agrees not to provide or to otherwise make available in any form the Services, any Solution, the

Platform and/or any other Relevant Item or any Vault Confidential Information, to any person other than as expressly permitted by this Agreement or any Order Form. Notwithstanding the foregoing, to the extent Customer, any of its Affiliates or any of its Authorised Users: (i) intentionally or unintentionally modifies and/or improves the Services, any Solution and/or any other Relevant Item, whether or not in violation of the Agreement; and/or (ii) acquires any Intellectual Property Rights in the Relevant Items, Customer agrees to assign and hereby assigns (and where applicable shall procure the assignment of) all rights to such modifications and/or improvements in and to such Intellectual Property Rights (including by way of present assignment of future Intellectual Property Rights) to Vault or such third-party as Vault may elect without payment of any consideration. Following such assignment, such assigned modifications, improvements or Intellectual Property Rights in the Relevant Items will be deemed to be part of the applicable Relevant Item(s). Customer shall execute (and shall procure the execution of) all such documents and do such things as Vault may reasonably consider necessary to give effect to the foregoing sentence.

2.2 Customer Data.

(a) As between the Parties, Customer owns all right, title and interest in and to all Customer Data provided by or on behalf of Customer in connection with its access and use of the Services. By providing any Customer Data to Vault (including by Transmitting the same), Customer represents and warrants that it has the unrestricted right to do so, and Customer, on behalf of itself and its Authorised Users, hereby grants to Vault (and each of its direct and indirect sub-contractors) a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, worldwide licence to access, use, display, publicly perform, reproduce, distribute, and otherwise analyse such Customer Data and perform all acts with respect to Customer Data as necessary for Vault to provide: (i) the Services to Customer and its Authorised Users hereunder and exercise or perform Vault's rights, remedies and obligations under this Agreement; and (ii) (notwithstanding (i)) general access to, use of and maintenance, updates and improvements/ enhancements of and to the Services, applicable Solution(s) and/or related/ ancillary (thereto) products, services and/or information. Except as otherwise set forth in the Vault Policies, Customer is and shall remain solely responsible and liable for all such Customer Data submitted, uploaded, posted, transferred, provided, processed, and/or otherwise transmitted ("**Transmit**", "**Transmitted**", "**Transmitting**") in connection with its access and use of the Services. Customer agrees that it will not, and will not permit anyone else to, directly or indirectly: (i) Transmit any Customer Data that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (ii) Transmit any Customer Data: (A) that Customer does not have the right to Transmit, under any law or contractual or fiduciary relationships; (B) that infringes, misappropriates, and/or violates any patent, copyright, trademark, trade secret, right of privacy, or other Intellectual Property Right of any third-party; (C) that constitutes unsolicited or unauthorised advertising or promotional materials; or (D) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; or (iii) forge headers or otherwise manipulate identifiers in order to disguise any Customer Data Transmitted through a Solution/ the Platform.

(b) Vault will process and maintain Customer Data consistent with applicable law, this Agreement, the applicable Solution Terms and the applicable Vault Policies. Except as provided for in any applicable Solution Terms, Vault has no obligation to screen, edit or monitor Customer Data but Vault reserves the right, and has absolute discretion, to remove, screen or edit Customer Data posted and/or stored in connection with the Services for any breach of this Agreement, and Customer is solely responsible for all such activity. If Customer chooses to make any Customer Data publicly available, Customer does so at its own risk and Vault shall have no liability for such publication. To the extent Customer requires Vault to Process any Personal Data, Vault will Process such Personal Data in compliance with applicable Data Protection Laws and consistent with the [Data Protection Agreement](#). Customer shall execute (and shall procure the execution of) all such documents and do such things as Vault may consider necessary to give effect to this [Section 2.2\(b\)](#).

2.3 Aggregated Statistics and Application Monitoring. Notwithstanding anything to the contrary in this Agreement, Vault may monitor, review, collect and compile meta-data, log data, access and usage data and information related to Customer's and its Authorised Users' access to and use of the Services, Solutions and the On-Prem Components ("**Application Monitoring Data**") that is and can be used by Vault for the Application Monitoring Data Purposes (defined below) and Customer hereby agrees to Vault doing the same. Vault does not have to share or disclose any Application Monitoring Data (even on an anonymised basis) with any person. The "**Application Monitoring Data Purposes**" are to: (i) track and understand general usage trends; (ii) assist Vault with pricing; (iii) improve or enhance the Services, Solution(s) and On-Prem Components; (iv) detect threats or errors; (v) better understand sector or use case or business needs and requirements; (vi) assist Vault with technology management generally; (vii) (where such information is generic or general or anonymised in its nature) compile and provide (whether with or without similar information from any other Vault customers) data analysis and trending analysis to Customer, to any other Vault customers within the same or a similar or a complementary industry, to industry groups or marketers within the same or a similar or a complementary industry and/or to applicable governmental or regulatory authorities);

and (viii) verify aggregate usage on a per-Solution/ per-Customer (and its Authorised Users) basis. Application Monitoring Data (and other Administrative Data) may be used in any format to compile statistical and performance information related to the provision, operation, and use of the Services, Solutions and On-Prem Components (collectively, “**Aggregated Statistics**”). Customer agrees that Voults may: (i) make Aggregated Statistics publicly available in compliance with applicable law; and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify by name Customer or any Authorised User. Customer hereby grants to Voults a non-exclusive, perpetual, irrevocable, transferrable, royalty-free and worldwide licence to reproduce, modify, distribute, publicly perform, publicly display, access, revise, use and create derivative works of: (i) such Application Monitoring Data for the Application Monitoring Data Purposes; and (ii) such Application Monitoring Data and other Administrative Data to the extent incorporated within the Aggregated Statistics.

2.4 Monitoring compliance. Notwithstanding the provisions of Section 2.3, during the Term and for a period of twelve (12) months thereafter, Voults shall be entitled to (but not obliged to) and is hereby authorised by Customer to maintain records relating to Customer’s and its Authorised Users’ access to and use of the Services to verify that Customer is in compliance with its obligations under this Agreement and any Order Form.

2.5 Voults Solution Updates. Voults may, in its sole discretion, improve, update, modify, upgrade or provide bug fixes or other changes to the Services, any Solution, the Platform and/or any On-Prem Components (each a “**Voults Solution Update**”). Such Voults Solution Update(s) could be, for example: (i) to improve Voults’s customers’ general experience; (ii) to respond to changes in the Services, Voults’s business or law; and/or (iii) as necessary for new features/ functionality. Voults reserves the right to change or add features/ functionality and/or change and/or add premium features in respect of a Solution in its sole discretion in service of Voults’s customers or to further Voults’s business objectives. Voults shall use commercially reasonable efforts to ensure that any such Voults Solution Update does not materially adversely affect the use of the Services by Voults’s customers generally. Voults will use commercially reasonable efforts to notify Customer of a Voults Solution Update that may materially impair Customer’s use of the Services as well as changes to/ additions of premium features that require payment of additional Fees.

2.6 Third-Party Updates. Voults may permit its Sub-Processors and third-party service providers to improve, update, modify, upgrade or provide bug fixes or other changes to their respective services and/or technologies. Voults shall use commercially reasonable efforts to ensure that any such any such improvement(s), update(s), modification(s), upgrade(s), provision of bug fixes or other change(s) do not materially adversely affect the use of the Services by Voults’s customers generally. Voults will use commercially reasonable efforts to notify Customer of any such any such improvement(s), update(s), modification(s), upgrade(s), provision of bug fixes or other change(s) that may materially impair Customer’s use of the Services. This Section 2.6 shall prevail over any conflicting provision in this Agreement.

2.7 Feedback and Publicity. If Customer and/or any of its Authorised Users or Customer’s personnel chooses to provide any Feedback, then Customer, itself and on behalf of such Authorised User(s)/ personnel, hereby assigns to Voults all Intellectual Property Rights in and to such Feedback in any manner and for any purpose, including to improve the Services, Solution(s), Platform, On-Prem Components, or create other products and services. Further, Voults may use Customer’s name and logo for marketing and case study purposes and identifying Customer as a customer of the Solution(s) in accordance with Customer’s then-current brand guidelines. Customer shall execute (and shall procure the execution of) all such documents and do such things as Voults may consider necessary to give effect to this Section 2.7.

3. Support.

3.1 Standard Support Services. Voults shall provide to Customer standard support services (the “**Standard Support Services**”) subject to the terms and conditions of this Section 3.1. Customer acknowledges and agrees that Voults retains all right, title, and interest in and to any and all rights arising out of or related to the output of such Standard Support Services. For the avoidance of doubt, Customer’s rights to Standard Support Services do not extend to any third party. The following applies in respect of Standard Support Services: (i) Voults shall use commercially reasonable efforts to perform the Standard Support Services in accordance with this Agreement, including Table 1 below; (ii) Standard Support Services shall be construed as including support where Customer experiences any non-accessibility, or a failure, of the Services; (iii) for the avoidance of doubt, Standard Support Services do not include Excluded Services provided by or on behalf of Voults; (iv) Voults is under no obligation to provide Standard Support Services to Customer to the extent: (A) Customer is in breach of this Agreement including for acts of non-payment; (B) Customer’s access to and use of the Services has been suspended pursuant to Section 1.3; (C) a Force Majeure event prevents the provision of Standard Support Services in accordance with Section 10.4; or (D) the subject matter is not covered by the Standard Support Services as set forth herein; (v) in order to access such Standard Support Services, Customer will be required to email Voults at support@voults.com or (if possible) submit a ticket request through the

applicable Solution, as applicable, or by such other method as Vault may inform Customer of from time to time (a **"Ticket"**), and any Ticket must include the relevant details reasonably requested by Vault in writing as part of Ticket submission for the Ticket to be sufficiently addressed; (vi) Vault shall provide such Standard Support Services between the hours of 9am to 6pm (London) Monday to Friday, outside of UK public holidays; (vii) Vault may, at its sole discretion, delegate and/or subcontract the provision of some or all of the Standard Support Services (in whole or part) from time to time to: (A) an applicable Sub-Processor (including Cyferd); and/or (B) any other Vault Partner and/or suitably qualified third party service provider who, in turn, will provide such Standard Support Services for and on behalf of Vault; and (viii) Vault shall respond and address any requests for support in accordance with the following table:

Table 1

	P1	P2	P3	P4
Case priority level	The applicable Services are completely inaccessible.	One or more key features of the applicable Services are unusable.	Any other case where the Services are not operating as documented, or performance has degraded materially.	All enhancement requests.
Initial response & acknowledgement	15 minute triage	4 hours	4 hours.	4 hours
Target resolution	4 hours	2 Business Day	6 weeks	Reasonable endeavours
Escalation (Support manager)	Immediate	1 Business Day	N/A	N/A
Escalation (SVP)	1 Business Day	1 week	Monthly	Quarterly
Status updates	Live	Daily	N/A	N/A

3.2 **Hosting Services.** Vault shall provide to Customer services consisting of: hosting services being the hosting by or on Vault's behalf of the Services (collectively, the **"Hosting Services"**). For the avoidance of doubt, Customer's rights to Hosting Services do not extend to any third party. The following applies in respect of the Hosting Services: (i) Vault shall perform the Hosting Services in accordance with this Agreement and the Documentation with reasonable skill and care, and time shall not be of the essence; (ii) the hosting of the Services is carried out using and managing many technologies deployed in tiered and secured network segments, operating in several managed locations. In this regard, details and the roles of third parties used by Vault in connection with the provision of the Hosting Services and their respective obligations are set forth in the [List of Sub-Processors](#) (such sub-processors being the **"Sub-Processors"**); (iii) subject to (iv), Vault shall use commercially reasonable efforts to make the Services available for access and use (on a monthly basis) 99.5% of the total time in such calendar month (the **"Uptime Percentage"**); and (iv) availability for purposes of calculating the Uptime Percentage does not include any downtime to the extent such downtime is caused by Exclusions.

3.3 **Database Services.** Vault shall provide a database for the Solution(s) (hosted on the Vault tenancy in question) (the **"Database Services"**) onto which all data relating to such Solution(s) (including all applicable Customer Data) will be stored subject to the terms and conditions of the provisions of this Agreement that relate to storage of Customer Data and, to the extent applicable, the Data Protection Agreement. For the avoidance of doubt, Customer's rights to Database Services do not extend to any third party.

4. **Fees and Payment Terms and Invoicing.**

4.1 **Fees.** Customer will pay the Fees as set forth in the applicable Order Form without offset or deduction. Except as otherwise specified herein: (i) Fees are based on the rights granted hereunder and in any applicable Solution Terms; (ii) payment obligations are non-cancelable; (iii) Fees paid are non-refundable; and (iv) (in relation to a specific Solution) any provisions in the applicable Solution Terms relating to Fees shall also apply. In the event Customer requests any additional features, functionality, and/or similar requests related to the Services (or any Solution), Customer hereby agrees to pay all additional Fees and/or amounts associated with any of the foregoing. All such Fees and amounts will be invoiced and payable in the Applicable Currency. Vault shall be entitled to increase the Fees (or any of them or how they are calculated/ comprised) at the start of each Extension Order Term upon ninety (90) days' prior notice to Customer and all applicable pricing shall be deemed to have been amended accordingly.

(In relation to a specific Solution) Solution Terms may provide terms/ additional terms in respect of Fees which shall apply in respect of that Solution and which shall prevail over this Section 4.1 if and to the extent there is a conflict with this Section 4.1. For clarity, that could include provisions that: (i) set out/ describe the fees that comprise Fees for that Solution; (ii) provide for basic/ base Fees and premium/ additional Fees where access to premium/ additional features can be purchased in respect of that Solution; (iii) create pricing bands for that Solution and what designates the pricing band(s) that apply(ies) to Customer; (iv) set out pricing assumptions/ parameters that are linked to Fees/ pricing bands and what happens if such pricing assumptions/ parameters do not hold/ are exceeded/ breached by Customer; and/or (v) pricing changes for that Solution and how and when that can happen – that could be in respect of pricing increases or where a change of circumstances means Customer moves into a different pricing band for that Solution, pricing assumptions/ parameters do not hold/ are exceeded/ breached by Customer. Pricing for a Solution could be different to that for another Solution.

4.2 Payment Terms. During or in respect of an Order Term, Vault will invoice Customer (which may be sent by email) for the Fees and Customer shall pay such Fees in accordance with the relevant Order Form. Any Fees that are subject to a good faith dispute shall be paid within ten (10) days after such dispute is resolved. If any Fees are not received by Vault by their due date, then without limiting Vault's rights or remedies hereunder or at law, such Fees may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, plus all expenses of collection. Without limiting its other remedies, Vault may: (i) accelerate and deem all such Fees and other amounts owed immediately due and payable; and/or (ii) suspend and/or revoke Customer's and its Authorised Users' access to and use of the Services (for the avoidance of doubt in respect of all or any Orders at Vault's sole discretion) for nonpayment of any Fees. In the event that Customer's payment method is the use of a credit card, by starting to access to and use of the Services and providing such payment method, Customer authorises Vault (without notice to Customer, unless required by applicable law) to charge Customer's credit card on a recurring basis the applicable Fees (including any variable Fees and including Fees payable on renewal in respect of any Extension Order Term) and any other charges Customer may incur in connection with Customer's access to and use of the Services. Vault's payment details are as notified to Customer from time to time.

4.3 Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, VAT, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its purchases hereunder, including, without limitation, any subscription-based and/or so-called SaaS taxes associated with the Services. If Vault has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.3, Vault will invoice Customer and Customer will pay that amount unless Customer provides Vault with a valid tax exemption certificate.

5. Confidentiality.

5.1 Confidentiality. In connection with this Agreement and the Order Form(s), a Party (the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (the "**Receiving Party**"). For the Term and for a period of five (5) years after termination of this Agreement (or in the case of a trade secret for as long as such trade secret remains protectable under applicable laws), the Receiving Party shall protect the Confidential Information of the Disclosing Party in the same manner as it protects its own Confidential Information of a similar kind (but in all cases using a standard at least of reasonable care) and shall not disclose any such Confidential Information (as applicable) to any third party other than its employees, contractors, agents, and then only on an as-needed basis and subject to confidentiality restrictions no less protective than those set forth in this Agreement. Vault shall be entitled to use Customer's Confidential Information for the purposes of exercising or performing its rights and obligations under or in connection with this Agreement. Further, Customer recognises that Vault regards certain information relating to the Services (including information relating to any Solutions and/or the Platform) and/or to any of Vault's other products or services as its (or in the case of the Platform, Cyferd's) proprietary information and as confidential trade secrets of great value, and Customer agrees not to provide or to otherwise make available in any form such information or any other Confidential Information of Vault (or Cyferd) to any person other than as expressly permitted by this Agreement, without the prior written consent of Vault. For the avoidance of doubt, Vault's Confidential Information includes (i) the Documentation and any other technical or operational specifications or data relating to the Services and (ii) Vault's Intellectual Property Rights.

5.2 Exceptions. Notwithstanding the foregoing, the Confidential Information shall not include information which: (i) is in the public domain at the time of its disclosure hereunder or thereafter becomes part of the public domain through no breach of this Agreement by the Receiving Party; (ii) was already known to the Receiving Party as of the time of its disclosure hereunder without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access, use or reference to the Confidential Information; or (iv) is authorised for disclosure in writing by the Disclosing Party prior to such disclosure and having strict regard to any conditions of such disclosure.

5.3 Legally Required Disclosures. Notwithstanding anything else herein, the Receiving Party may disclose any such Confidential Information (as applicable) to the extent that it is required pursuant to a duly authorised subpoena, court order, government authority, or stock listing agency rules whereupon, as permitted by applicable law. The Receiving Party shall provide prompt written notice to the Disclosing Party, prior to such disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy, and, if such remedy is not obtained, the Receiving Party shall disclose only that portion of any such Confidential Information (as applicable) which is legally required to be disclosed and shall seek confidential treatment thereof.

6. Representations, Warranties and Warranty Exclusions.

6.1 Vault Warranty. Vault represents and warrants: (i) that it will provide access to and use of the Services in a professional and workmanlike manner and in accordance with the applicable Documentation; (ii) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement; and (iii) the Services: (A) comply with all applicable laws in all material respects; (B) are and will be free from malware, spyware, Malicious Code, and other harmful components (other than those introduced by Customer or any of its Authorised Users or any other Vault customer or its '*Authorised Users*'); and (C) conform with this Agreement, the applicable Documentation, and all applicable specifications and other applicable criteria set forth therein. The warranty(ies) in the preceding sentence of this Section 6.1 does not apply to: (i) use of the Services for the purposes of a Pilot; (ii) Non-Vault Products/Services; (iii) any Excluded Services provided pursuant to the PSA or otherwise; or (iv) any other Relevant Matter. Customer acknowledges and agrees that the Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Vault or by third-party providers, or because of other causes beyond Vault's reasonable control. Vault is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Without limiting the foregoing, Vault makes no representation or warranty or covenant as to the validity or enforceability of Vault's Intellectual Property Rights, nor as to whether the same infringe upon, misappraise, and/or violate any Intellectual Property Rights of third-parties. In the event of any material non-compliance by the applicable Services with the foregoing which is caused by Vault's failure to perform any express obligations Vault's sole liability and Customer's sole recourse, shall be for Vault to correct such non-conformance within a commercially reasonable period of time having regard to Section 3.

6.2 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it has the requisite power and authority to enter into and deliver this Agreement (and each applicable Order Form and any other applicable document that forms part of and/or is supplemental to this Agreement as the Parties may execute from time to time) and perform its obligations herein (and therein); (ii) this Agreement (and each such other document) has been duly authorised, entered into, and delivered by each Party, and is a legal, valid, and binding obligation of each Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium, liquidation, fraudulent conveyance and other similar laws and principles of equity affecting creditors' rights and remedies generally; and (iii) this Agreement (and each such other document) does not violate, conflict with, result in a breach of the terms, conditions, or provisions of, or constitutes a default or an event of default under any other agreement to which such Party is a party.

6.3 Disclaimers. OTHER THAN THE WARRANTIES SPECIFICALLY MADE IN THIS AGREEMENT, THE SERVICES, ON-PREM COMPONENTS, STANDARD SUPPORT SERVICES, HOSTING SERVICES, AND DATABASE SERVICES AND EACH OTHER PURCHASED ITEM IS AVAILABLE "AS-IS" AND "AS-AVAILABLE." VOULT AND ITS LICENSORS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT VOULT DOES NOT AND CANNOT CONTROL THE FLOW OF DATA VIA THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE INTERNET. VOULT WILL USE COMMERCIAL REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, VOULT DOES NOT WARRANT THE ACCURACY OF THE SERVICES, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT VOULT WILL CORRECT ALL DEFECTS. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE THAT VOULT DOES NOT AND CANNOT GUARANTEE ANY SPECIFIC RETURNS ON INVESTMENT, BUSINESS OUTCOME OR RESULT FROM CUSTOMER'S USE OF THE SERVICES UNDER THIS AGREEMENT. FURTHER, THE SERVICES RELY UPON A VARIETY OF DATA INPUTS OF VARYING RELIABILITY, INCLUDING ASSUMPTIONS ASSOCIATED WITH CUSTOMER DATA, AND THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ITS USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT VOULT SHALL

NOT BE DEEMED TO BE IN BREACH OF ANY REPRESENTATION OR WARRANTY TO THE EXTENT THAT SUCH BREACH RESULTS FROM FORCE MAJEURE AND/OR THE ACT OR OMISSION OF ANY THIRD PARTY.

7. Limitation of Liability.

7.1 **Damages.** IN NO EVENT WILL VOULT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR TYPE, INCLUDING LOST REVENUES OR PROFITS; LOSS OR HARM TO BUSINESS, GOODWILL, CONTRACT, COMMERCIAL OPPORTUNITY, EXPENDITURE, SAVINGS, DISCOUNT, REBATE, ECONOMIC ADVANTAGE, OR BUSINESS INTERRUPTION; OR ANY ALTERATION, COMPROMISE, CORRUPTION, LOSS OF USE, INABILITY TO USE, LOSS OF PRODUCTION, INTERRUPTION, DELAY OR RECOVERY OF ANY CUSTOMER DATA, SOFTWARE, SYSTEMS, OR EQUIPMENT OR BREACH OF DATA OR SYSTEM SECURITY; OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONDUCTED HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF SUCH PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. IN NO EVENT SHALL VOULT'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNT OF FEES CUSTOMER ACTUALLY PAID TO VOULT UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THIS AGREEMENT WILL LIMIT: (I) CUSTOMER'S LIABILITY FOR PAYMENT OF FEES OR DAMAGES ARISING FROM INDEMNIFICATION OBLIGATIONS; (II) DEATH OR PERSONAL INJURY; (III) FRAUD OR FRAUDULENT MISREPRESENTATION; (IV) MISUSE OF THE SERVICES, ANY SOLUTION AND/OR PURCHASED ITEMS (INCLUDING ANY PART THEREOF); OR (V) ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

7.2 **Insurance.** Each Party shall maintain, at its own expense, during the term of this Agreement insurance appropriate to its obligations, including as may be applicable general commercial liability and worker's compensation as required by applicable law from financially sound insurance companies having coverages and limits of liability that are commercially reasonable and consistent with industry standards.

8. Indemnification.

8.1 **Customer Indemnity.** Customer shall indemnify, defend and hold harmless Vault, its Affiliates, and its and their respective employees, principals, directors, agents, successors and assigns (each, a "**Vault Indemnitee**"), for, from and against any and all Losses arising out of or resulting from a third party claim, demand, suit or administrative proceeding (each, a "**Claim**"): (i) that Customer Data, or any use of Customer Data with the Services or any Solution in accordance with this Agreement, infringes, violates, and/or misappropriates such third party's Intellectual Property Rights or privacy rights; (ii) based on Customer's or any of its Authorised User's: (A) negligence, misconduct, or breach of this Agreement or the Documentation; (B) use of the Services or any Solution or the Documentation in a manner not authorised by this Agreement; (C) use of the Services or any Solution in combination with data, software, hardware, equipment or technology not provided by Vault or authorised by Vault in writing or not otherwise necessary to use the Services or that Solution; or (D) modifications to the Services or any Solution not made by Vault or not authorised by Vault in writing (but solely to the extent such liability arises from the applicable combination or modification); and/or (iii) arising from a Relevant Matter.

8.2 **Vault Indemnity.** Vault will indemnify, defend and hold harmless Customer for, from and against any Losses arising out of or resulting from any Claim that the Services, any Solution or On-Prem Components when used in accordance with the terms of this Agreement and the applicable Order Form, infringes or misappropriates such third party's Intellectual Property Rights. Notwithstanding the foregoing, Vault will have no obligation with respect to any actual or alleged Claim to the extent it is based upon or arises out of: (i) Customer's use or combination of the Services, any Solution or On-Prem Components with any third-party Intellectual Property Rights not expressly authorised by Vault in writing or the applicable Documentation; (ii) any modification or alteration of the Services, any Solution or On-Prem Components by Customer or its Authorised Users not expressly authorised by Vault in writing or the Documentation; (iii) Customer's use of the Services, any Solution or On-Prem Components in breach of this Agreement or the Documentation; (iv) specifications or other Intellectual Property Rights provided by Customer; (v) Customer's failure to implement Vault Solution Updates, modifications, or replacements issued by Vault; (vi) any Non-Vault Materials; (vii) any Non-Vault Products/Services; (viii) a Pilot; or (ix) any Open Source Software ((i)-(ix), collectively, the "**Relevant Matters**"). If a Claim under this Section 8.2 occurs, or if Vault determines a Claim is likely to occur, Vault will have the right, in its sole discretion, to either: (i) procure for Customer the right or licence to continue to use the Services

free of the infringement claim and otherwise in a non-infringing, non-violative and non-misappropriating manner; or (ii) make a Vault Solution Update to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Vault, Vault may, in its sole discretion, immediately terminate this Agreement and impacted Order Form(s) and provide a prorated refund for any prepaid Fees for the unusable portion of the Services for the remainder of the applicable Order Term. This Section 8.2 sets forth Customer's sole remedy and Vault's sole liability and obligation for any actual, threatened, or alleged Claim(s) that the Services, any Solution or On-Prem Components infringes, misappropriates, or otherwise violates any Intellectual Property Rights of any third party, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed, and all of such are subject to the liability provisions of Section 7.1.

8.3 Indemnification Procedures for Claims. The Party seeking indemnification hereunder (the "**Indemnified Party**") agrees to promptly notify the Party against whom indemnification is sought (the "**Indemnifying Party**") in writing following receipt of notice of any Claim in respect of which indemnity may be sought under such Section, which notice shall assert such Claim and set forth in reasonable detail the basis for indemnification (such notice, the "**Indemnification Notice**"). If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall have the right to control such defense at the Indemnifying Party's reasonable expense. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement which does not release the Indemnified Party from all liabilities with respect to such Claim or involves an admission of fault or wrongdoing by an Indemnified Party.

9. Term and Termination

9.1 Term. This Agreement shall become effective on the Effective Date and shall remain effective until terminated in accordance with this Section 9 (the "**Term**"). Each Order Form shall become effective on the Commencement Date for that Order and shall remain effective for the term set forth therein (the "**Initial Order Term**"). Each Order Form shall extend automatically for successive one year terms in accordance with the Order Form (each successive term, an "**Extension Order Term**", and collectively with the Initial Order Term, the "**Order Term**"), unless either Party provides the other Party with written notice of nonrenewal of the Order in question at least ninety (90) days prior to the expiration of the Initial Order Term or the then-current Extension Order Term; provided, however, that Customer acknowledges and agrees that Fees are subject to change for each Extension Order Form. This Agreement may be terminated for any reason upon written notice by any Party at such time as no Order Form is subsisting and in effect hereunder. Termination of an Order Form shall not affect this Agreement.

9.2 Termination by Vault. In the event that Customer: (i) has materially breached any provision of this Agreement (including Customer's obligation to pay Fees and/or any other amount due under or in connection with this Agreement to Vault when due) and failed to cure such breach (if capable of cure) within thirty (30) days following receipt of written notice thereof by Vault; or (ii) becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary or involuntary bankruptcy or liquidation proceedings (or is subject to any events or circumstances analogous to those in this Section 9.2(ii) in any jurisdiction); or (iii) attempts to assign this Agreement without Vault consent in accordance with Section 10.10; or (iv) undergoes a change of Control, then Vault, in addition and supplementary to any other rights and remedies that may be available to Vault, will be entitled to terminate this Agreement, such Order Form or all Order Forms (as its sole discretion) by providing written notice of such termination to Customer. Without limiting the foregoing, in the event of Vault's termination of this Agreement and/or any Order Form under this Section 9.2, the due dates of all outstanding invoices will automatically accelerate so they become due and payable on the effective date of such termination.

9.3 Termination by Customer. In the event that Vault: (i) has materially breached any provision of this Agreement and failed to cure such breach (if capable of cure) within thirty (30) days following receipt of written notice thereof by Customer; or (ii) becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary or involuntary bankruptcy or liquidation proceedings (or is subject to any events or circumstances analogous to those in this Section 9.3(ii) in any jurisdiction); then Customer, in addition and supplementary to any other rights and remedies that may be available to Customer, will be entitled to terminate this Agreement, such Order Form or all Order Forms (as its sole discretion) by providing written notice of such termination to Customer. The right to terminate under Section 9.3(ii) shall not apply where Vault is solvent and the underlying reason for the same is for or in connection with a bona fide reorganisation of Vault and/or its Affiliates.

9.4 Effect of Termination. Upon expiration or earlier termination of this Agreement and/or any Order Form (including for a Pilot), Customer shall immediately discontinue all use of the Documentation and the Services or (if such termination relates to an Order Form in circumstances where other Order Form(s) will continue and remain in effect) the Purchased Item in question. Customer shall confirm in writing within 14 (fourteen) days of such date that any and

all copies of the Documentation (or any of it) and any other Vault Materials, and all other Vault Confidential Information in Customer's possession (or that of its Authorised Users) has been irrevocably destroyed. Customer shall pay Vault, as liquidated damages and not a penalty: (i) all Fees and amounts owed for the remaining Order Term of each Order Form; (ii) any out of pocket expenses directly incurred by Vault as a consequence of the termination; and (iii) any unpaid one-time Fees relating to such termination. All such Fees and amounts owed shall be paid within thirty (30) days of Vault's invoice thereof. Payment of such final invoice shall not bar any remedy, legal equitable, or otherwise available to Vault, and no expiration or termination will give rise to any liability of Vault, affect Customer's obligation to pay all Fees and amounts owed that may have become due before such expiration or termination, or entitle Customer to any refund. Unless otherwise set out in the applicable Order Form or subsequently agreed by the Parties in writing, Customer shall be solely responsible for retrieving all applicable Customer Data from the Services/ Solution(s) at its sole cost and expense. Customer acknowledges and agrees that Vault shall and irrevocably instructs Vault to, within forty-five (45) days of the date of expiration or earlier termination of this Agreement or an Order Form (as the case may be), dispose of and/or destroy all Customer Data in Vault's possession or control in relation to: (i) (where the Agreement is terminated) Customer's access to and use of the Services, all Solution(s) and all then other Purchased Item(s); or (ii) (where an Order Form is terminated) the Purchased Item(s) being the subject matter of that Order Form. Vault will have no obligation to maintain or provide access to the applicable Customer Data after such forty-five (45) day period has expired. Notwithstanding anything herein to the contrary, all terms logically construed to survive the Term of this Agreement shall survive, including, without limitation, all provisions regarding Fees, confidentiality, indemnification, and liability (including Sections 2.3, 3.3, 4, 5, 6, 7, 8, this Section 9.4 and Section 10).

10. **Miscellaneous.**

10.1 **Entire Agreement.** Without limiting anything else herein or in any Order Form, this Agreement includes: (i) the Vault Policies (located at <https://vault.com/legal/>) including the Acceptable Use Policy, the Data Protection Agreement, the Privacy Policy and the User Notice, each as amended from time to time; (ii) all applicable Solution Terms; and (iii) any other applicable document that forms part of/is supplemental to this Agreement from time to time. Each and every Vault Policy, each applicable Solution Terms, each Order Form(s) entered into hereunder and any such other applicable document forms part of this Agreement and references in this Agreement to "**this Agreement**" shall be deemed to also be a reference to such documents unless the context otherwise requires.

By entering into this Agreement, Customer also expressly accepts the terms of the Vault Policies, all applicable Solution Terms and such other applicable documents. This Agreement (including the Vault Policies, all applicable Solution Terms and each Order Form entered into hereunder and each such other applicable document) shall supersede all prior agreements, communications, representations and understandings, either oral or written, between the Parties with respect to the subject matter contained herein. All terms and conditions on any Customer-issued purchase order, order acknowledgment or other documents shall be deemed deleted and of no force or effect. Nothing in this Agreement shall limit or exclude any liability for fraud.

For clarity, this Agreement does not apply to any 'PaaS' services offered by Vault, any other Vault products and services and any Excluded Services. Vault's supply of any Excluded Services to Customer are governed by the applicable PSA, which does not form part of this Agreement. To the extent that an order form provides, in whole or in part, for certain Excluded Services to be provided by or on behalf of Vault, such order form or the applicable part of that order form does not constitute an Order Form for the purposes of this Agreement and does not form part of this Agreement.

10.2 **Variation.** Customer acknowledges that Vault may amend this Agreement (including any Vault Policy, any Solution Terms and/or any other applicable document that forms part of/is supplemental to this Agreement from time to time) by notifying Customer of such amendment (each an "**Update**"), by email (together with a copy of the update or a link to a copy of the update) or by any other means which Vault elects ("**Update Notification**") and the remaining parts of this Section 10.2 shall apply in respect of any Update. Where an Update contains (in Vault's reasonable opinion) material changes the Update Notification must give at least twenty (20) days' notice of the proposed Update. A document being the subject matter of an Update Notification shall replace the preceding version of the same document for the purposes of and form part of this Agreement with effect from: (i) (where not intended to apply during the then current applicable Order Term) the next renewal of the applicable Order Term and will automatically apply as of the renewal date unless the Customer elects not to renew (and gives notice to terminate the Order in question); (ii) (where intended to apply during the then current applicable Order Term but subject to (iii) that follows this (ii)) either: (A) the date falling 30 (thirty) days' after the date of the Update Notification in respect of the same or at such later date as Vault may specify; or, (B) if earlier, the date the Customer accepts the same; or (iii) (where intended to apply during the then current applicable Order Term and the same is not this '**Master Services Agreement**' or the Data Protection Agreement and the Update in question does not in Vault's reasonable opinion contain material changes) the 'last updated' or 'effective' or similar date specified in such updated document. Where an Update contains (in Vault's reasonable opinion) material changes and Customer does not agree to or accept the Update in question then Customer

may terminate the Order in question on no less than ten (10) days prior written notice to Vault provided it exercises such right prior to such Update taking effect. Customer agrees to be bound by an Update when it takes effect. For the purposes of this Section 10.2: (i) “**Customer accepts**” means: (A) (where the Update in question does in Vault’s reasonable opinion contain material changes) continuing to use the applicable Services after such Update taking effect; or (B) (where the Update in question does not in Vault’s reasonable opinion contain material changes) continuing to use the applicable Services after such Update Notification, and in either case Customer positively accepting that Update by: (1) clicking or checking a box indicating acceptance (online or digital version of the same); or (2) acknowledging or confirming or indicating acceptance in writing (including by email); and (ii) “**material changes**” means including changes that: increase pricing or accelerate payment terms for Customer (other than where that change does not take effect for the Customer during the then Order Term), limit or reduce any key or significant obligations and liabilities on Vault under this Agreement, and/or increase or impose any key or significant obligations and liabilities on Customer under this Agreement. Notwithstanding the foregoing: (i) an Order Form can only be amended with the written agreement of the Parties; (ii) any document forming part of this Agreement can also be amended with the written agreement of the Parties; and (iii) Documentation (which does not form part of this Agreement) can be amended or updated at any time by Vault. For clarity, neither a Vault Solution Update nor the subject matter of Section 2.6 does not constitute an amendment of this Agreement for the purposes of this Section 10.2.

10.3 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing (including email) and in English and shall be delivered by personal delivery, by any method of mail (postage prepaid) return receipt required, by overnight courier, or by email, each to the recipient at the address or email address set out below and as subsequently modified by written notice given in accordance with this Section 10.3. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (i) the date of actual receipt; (ii) if mailed, three (3) days after the date of postmark; (iii) if delivered by overnight courier, the next Business Day the overnight courier regularly makes deliveries; (iv) if delivered by facsimile, receipt of automatically-generated confirmation of facsimile transmission; or (v) if sent by email, email confirmation of receipt. In addition, any general notices posted on Vault’s website (<https://vault.com/>) shall be deemed given to Customer upon the date of posting. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth. Notices for Customer should be sent to Customer at any email or physical address or contact details notified on the applicable Order Form (as updated from time to time pursuant to this Section 10.3). Notices for Vault should be sent to: Vault Ltd, **marked for the attention of Legal Department, address** 32 Demontfort Street, Leicester, Leicestershire, United Kingdom, LE1 7GD and/or **email address** legal@vault.com (as updated from time to time pursuant to this Section 10.3).

10.4 Force Majeure. Except with regard to Customer’s obligation to timely pay all Fees, and to the maximum extent permitted by applicable law, Vault shall not be responsible or liable for any default, breach, and/or for inadequate performance to the extent arising out of Force Majeure. Vault shall notify Customer of the event within at least (10) Business Days of discovery of the event. If a Force Majeure event occurs, Vault shall use commercially reasonable efforts to mitigate the impact of such Force Majeure event. If the delays caused by the Force Majeure event are not cured within sixty (60) days of the Force Majeure event, then Customer may terminate this Agreement upon written notice to Vault.

10.5 Waiver; Severability. No waiver by Vault of any breach or default hereunder by Customer shall operate as a waiver of any other breach or default or of a similar breach or default on a future occasion. No waiver of any term or condition hereof by Vault shall be effective unless the same shall be in writing and signed by Vault. In the event that any provision of this Agreement (other than a provision which goes to the essence of the consideration for this Agreement) is declared invalid, unenforceable or void, to any extent, by a court of competent jurisdiction, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.6 Injunctive Relief. In the event of the breach or a threatened breach by Customer of any of the provisions of this Agreement, Vault may, in addition and supplementary to any other rights and remedies that may be available to Vault, obtain specific performance and/or injunctive or other equitable relief against the breach or threatened breach from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

10.7 Governing Law. This Agreement (including all Order Form(s), all Solution Terms, the Vault Policies and each of the other documents that comprise it) and any dispute or claim arising out of, or in connection with, it/ them, its/ their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

10.8 Jurisdiction. The parties irrevocably agree that the courts of England and Wales shall have the non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

10.9 Export Regulations. Customer understands that Vault (by virtue of its use of the Platform) may be subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Customer warrants that it will comply in all respect with the export and re-export restrictions applicable to the Services. Customer agrees to indemnify and hold Vault harmless from any loss, damages, liability or expenses incurred by Vault as a result of Customer's failure to comply with any export regulations or restrictions.

10.10 Assignment. Customer may not assign, transfer, delegate, and/or novate any of its rights or delegate any of its obligations hereunder or under any Order Form, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Vault, which may be withheld and/or conditioned in its sole and exclusive determination. This Agreement and each Order Form may be assigned at any time by Vault. No assignment or delegation will relieve a Party and/or its permitted successor or assigns of any of its obligations hereunder. This Agreement shall be binding upon and enure for the benefit of Vault and Customer and any permitted successors or assigns.

10.11 Relationship of Parties. Vault is an independent contractor of Customer. Nothing herein shall be construed as creating a joint venture, partnership, employer-employee, or similar relationship. Further, Customer hereby acknowledges that Vault may engage subcontractors to assist with its performance hereunder.

10.12 Third Party Beneficiaries. Except for the rights specifically granted to Vault Indemnitees, no other third party shall have any rights hereunder.

10.13 Interpretation. The following provisions of this Section 10.13 apply in this Agreement. The headings preceding the text of the Sections of this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction. Unless the context otherwise requires, any obligation of Customer to do any act deed or thing to refrain from doing any act deed or thing shall be deemed to be an obligation on Customer acting by itself, by its Customer Account Manager(s) and/or any Authorised User to do any such act deed or thing to refrain from doing any such act deed or thing. Any words that follow "include", "includes", "including", "in particular", "for example" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words. Any reference to an item or product (e.g., any Solution, or On-Prem Components or the Platform) shall be deemed to also be a reference to its components or constituent parts. Any reference to "the Services" shall be deemed to also be a reference to "any of them or any part of them". Any reference to "access to" and/or "use of" or "use" "the Services" and/or any "Solution(s)" or any similar words and expressions shall be deemed to also include a reference to "and the Platform" as the same are provided by Vault on and using its tenancy(ies) of the Platform. Any reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended in accordance with its terms from time to time. Unless the context otherwise requires: (i) a reference to a gender includes each other gender and gender-neutral forms; (ii) words in the singular include the plural and vice versa; (iii) references to Sections mean Sections of this Agreement; and (iv) reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done. References to any English legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than England be deemed to include what most approximates in that jurisdiction to the English legal or accounting term concern. This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the parties regarding this Agreement shall be in the English language.

10.14 Counterparts. Each Order Form may be signed in counterparts, including via PDF, electronic signature, or other electronic reproduction, and any such counterpart will be valid and effective for all purposes.

10.15 Conflict. Unless expressly stated to the contrary in this Agreement (as a whole), in the event of any conflict between: (i) the Vault Policies and the terms of this Agreement, the terms of this Agreement shall prevail; (ii) (for the Solution in question) this Agreement and the Solution Terms, the terms of the Solution Terms shall prevail; (iii) this Agreement and an Order Form, the terms of the Order Form shall prevail; and (iv) (for the Solution in question) the

Solution Terms and the applicable Order Form, the terms of the applicable Order Form shall prevail – in each case only to the extent necessary to resolve such conflict.

10.16 No rescission. Time shall not be of the essence in respect of the provision of the Services or any other services provided by or on behalf of Vault under this Agreement. Without prejudice to Customer's other rights and remedies (including the right to terminate this Agreement or any Order), Customer shall not be entitled to rescind this Agreement.