



DEFINITIONS AND INTERPRETATION

Last Updated: 1 November 2025

1. This Voult Definitions document (this “**Document**”) applies to, forms part of and is supplemental to the Voult Professional Services Terms known as ‘*Voult – Professional Services Terms and Conditions – 1 November 2025*’ (the “**Terms**”), each Order Form (as defined herein) and each Voult Policy (as defined herein) each as amended from time to time.
2. Section 10.12 of the Terms applies in this Document. Voult may change this Document by Change in accordance with Section 2.4 of the Terms.
3. References in this Document to Sections are to Sections of the Terms.
4. In the Terms, each Order Form and each applicable Voult Policy (which applies to the PSA), the following words and expressions shall have the following meaning unless the context otherwise requires:

“ Administrator ”	<i>(in respect of PaaS and not SaaS/ Solutions)</i> means the person or persons designated by Customer who administers the Tenancy(ies) and the Platform to Customer and/or Authorised Users on Customer’s behalf and who has the oversight administrative function in respect of the Tenancy(ies).
“ Affiliate ”	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.
“ 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 Tenancy(ies)/ Solution(s) they are authorised to access and use. The Android App 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.
“ App ”	means an application built on and using the Platform made up of a collection of data entities associated together with additional meta data to automate process flows and control views. Apps do not include a Mobile App or any API or any Integration or any Feature.
“ App Usage ”	<i>(in respect of PaaS and not SaaS/ Solutions)</i> means Customer’s (including all of its Authorised User’s) use of an App for/with Customer’s ‘live’ data and in a ‘live’ environment (and not in a development and/or test only environment) pursuant to and in accordance with the applicable Voult Product Contract.
“ 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.
“ Authorised User ”	means an employee or independent contractor of Customer or such other person or entity that is granted an Authorised User Account (as defined in the applicable MSA definitions) by the Administrator <i>(in respect of PaaS and not SaaS/ Solutions)</i> or the Customer Account Manager (of the Customer for that Solution) <i>(in respect of SaaS/ Solutions)</i> and is authorised to access and use the Platform within the applicable Tenancy/ that Solution (as applicable). The Administrator/ Customer Account Manager is also an Authorised User.
“ Business Day ”	means a day other than a Saturday, Sunday or public holiday when banks in London, England are open for business.

“Change”		means any change to the PSA (including a change to the Professional Services (or any of them), the Order Form, the Professional Services Scope, the Terms and/or any of the other documents that form part of the PSA from time to time) in whole or in part.
“Change Order”		means a written document to become supplemental to the PSA to effect a Change pursuant to and in accordance with Section 2.4 of the Terms, where, for that Change to become effective, such document shall be in a form agreed by and entered into by the Parties.
“Claim”		as defined in Section 8.1 of the Terms.
“Commencement Date”		means the date specified or deemed to be specified in the 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.
“Contract”		a legally binding contract, agreement, licence, commitment or other arrangement (whether or not reduced to writing).
“Customer Manager”	Account	<i>(in respect of SaaS/ Solutions and on a per Solution basis)</i> 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.
“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”		the person specified as the ‘ <i>Customer</i> ’ in the Order Form.
“Customer Customisation”	App	(if and to the extent permitted under the Vault Product Contract) means a new App or a modification, customisation, or update to an App, in each case created by or on behalf of Customer to the extent that such new App, modification, customisation or update: (i) is not a Vault App Customisation and (ii) does not include any Vault Customisations and/or any Vault Materials.
“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 (including via any Tenancy, App or Feature) or otherwise provide to Vault in connection with the Professional Services (but excluding Feedback).
“Customer Materials”		means all of the Materials provided or made available by or on behalf of Customer or its Affiliates relating to the Professional Services (and any modifications to that material).
“Customer Representative”		as defined in Section 2.1 of the Terms.
“Cyferd”		Cyferd Inc. , a corporation incorporated and registered in Delaware, USA.
“Cyferd App”		means an App created by or on behalf of Cyferd (whether as Professional Services, made available generally, made available to purchase and/or otherwise) and whether or not for Customer and/or any other Cyferd customers. In this regard: (i) if there exists a Contract in respect of the creation of/the making available or sale of the same and such Contract expressly provides that the Intellectual Property Rights in respect of the same belong to/ shall remain vested in Cyferd (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then such App will be deemed to be a Cyferd App; and (ii) where there is no such separate Contract in respect of the creation of/the making available or sale of the same then such App will be deemed to be a Cyferd App.
“Cyferd App Customisation”		means: (i) a Cyferd App to that extent; (ii) any general modification, customisation, maintenance and/or update of or to a Cyferd App by or on behalf of Cyferd; (iii) any

modification, customisation, maintenance and/or update of or to a Cyferd App or any other App (including any Non-Vault App) by or on behalf of Cyferd (as Professional Services or otherwise) for Customer and/or any other Cyferd customers; (iv) (to the extent not provided for in (i) to (iii) (inclusive)) in respect of any App, the extent to which the Platform (including any Features) and its underlying technology and software (whether for or on behalf of Cyferd, Customer, any other Cyferd customer, any applicable Cyferd Partner or any other applicable person or entity): (A) creates that App; and/or (B) carries out, performs or executes any modification, customisation, maintenance and/or update to that App. In this regard: (a) if there exists a Contract in respect of (ii), (iii) and/or (iv) and such Contract expressly provides that the Intellectual Property Rights in respect of the subject matter of (ii), (iii) and/or (iv) belong to/ shall remain vested in Cyferd (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then the subject matter of (ii), (iii) and/or (iv) as applicable will be deemed to be a Cyferd App Customisation; and (b) where there is no such separate Contract in respect of (ii), (iii) or (iv) then the subject matter of the same will be deemed to be a Cyferd App Customisation.

“Cyferd Component”		means a pre-existing or general purpose asset (a view, flow, collection or integrations) created by or on behalf of Cyferd for use in multiple Apps (whether or not any such App is a Customer App Customisation, a Cyferd App or a Cyferd App Customisation) together with any applicable user and support documentation and guides to the extent they relate to such asset.
“Cyferd customer” “Cyferd’s customer”	or	means any customer of Cyferd for the Platform from time to time.
“Cyferd Partner”		any member of the Cyferd partner network appointed by Cyferd (including Vault) and/or a Vault Partner.
“Data Protection Agreement”		means: (i) (to the extent the Customer is a Vault customer for PaaS) the ‘Vault – Data Protection Agreement - PaaS’ (https://vault.com/legal/) (being a Vault Policy); and/or (ii) (to the extent the Customer is a Vault customer for SaaS/ any Solution(s)) the ‘Vault – Data Protection Agreement - SaaS’ (https://vault.com/legal/) (being a Vault Policy), in each case as the same is amended from time to time.
“Deliverables”		means deliverables under the Professional Services Scope or the Order Form and “Deliverable” shall be construed accordingly.
“Disclosing Party”		as defined in Section 5.1 of the Terms.
“Documentation”		means: (i) the then current user and support documentation and guides (in whatever form) for, as applicable, the Platform and/or any other Purchased Item(s) as the same is amended from time to time by Cyferd and which is provided/made available by Cyferd; and (ii) any PSA Documentation.
“Dollars” and “\$”		the lawful currency of the United States of America.
“Effective Date”		as defined in the first paragraph of the Terms.
“euro”, “€” and “EUR”		the lawful single currency of the applicable participating member states of the European Union.
“Feature”		means a particular/specific feature of the Platform that is not an App, but which is embedded into the Platform. Certain Features can or will be made available to Customer as part of its general access to and use of the Platform/ a Solution. Certain Features can or will be ‘premium’ Features and access to and use of the same will need to be purchased by Customer separately.
“Feedback”		means any feedback and suggestions for improvement relating to or in connection with the Platform, any Solution(s), any Vault Apps, any Vault App Customisations, Features, any Vault Components, any of the On-Prem Components and/or any other Purchased Item(s).
“Fees”		as defined in Section 1.1 of the Terms being the fees payable by Customer to Vault for the provision of the Professional Services and any other related specified fees,

	costs and/or expenses, in each case as set out in the Order Form and/or the Professional Services Scope and as provided for in the 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 Terms (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.
“Indemnification Notice”	as defined in Section 8.3 of the Terms.
“Indemnified Party”	as defined in Section 8.3 of the Terms.
“Indemnifying Party”	as defined in Section 8.3 of the Terms.
“Integration”	means the record that is created and securely managed in a Tenancy/ 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 ‘ <i>App store</i> ’ to access Tenancy(ies)/ Solution(s) 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.
“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).
“Materials”	means all data, information, content, Intellectual Property Rights, websites, software, personnel and other tangible and intangible materials provided by or on behalf of a Party in connection with the Professional Services but specifically excluding all Customer Data.
“Mobile App”	means the Android App or the iOS App and “Mobile Apps” shall be construed accordingly.
“MSA”	(in respect of Customer) means the applicable ‘ <i>Master Professional Services Agreement</i> ’/‘ <i>MSA</i> ’ relating to the Vault Product Contract.
“Non-Vault App”	means an App which is not a Vault App, and “Non-Vault Apps” shall be construed accordingly.
“Non-Vault Materials”	means Materials provided, controlled or owned by or on behalf of a third-party (but, for clarity, excluding Vault Materials) and all other Materials expressly identified as ‘ <i>Non-Vault Materials</i> ’ in the Terms, any Order Form and/or the Documentation.
“Non-Vault Products/ Services”	means products or services not provided by or on behalf of Vault and/or Cyferd in connection with the provision of the Professional Services.
“On-Prem Components”	the Mobile Apps and the Remote Agent.

“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 Form”	means an order form (in a form to Voults satisfaction) entered into between Voults and Customer for the provision by Voults of the Professional Services. Such order form (only to the extent it relates to the provision of the Professional Services and any related Deliverables) shall create and form part of the PSA. Annexed to or, incorporated in such order form shall be the Preliminary Professional Services Scope.
“PaaS”	as defined in the definition of Platform.
“Permitted Purpose”	(in respect of a Voults Product Contract) means use solely for Customer’s internal business operations in accordance with the applicable Documentation and that Voults Product Contract. Permitted Purpose expressly excludes anything that would cause Customer to be in breach of that Voults Product Contract.
“Platform”	means the cloud-native ‘Platform as a Service’ (“ PaaS ”) known as ‘Cyferd’ providing agile ‘ <i>Digital Transformation</i> ’ solutions. <i>(In respect of SaaS/ Solutions and not PaaS)</i> Voults hosts the services and applicable Solutions on the Platform).
“Preliminary Professional Services Scope”	the initial scoping document (in a form to Voults satisfaction) outlining the Professional Services and any Deliverables and Fees to be paid by Customer for such Professional Services, such document to be included in or annexed to the Order Form.
“Professional Services”	means those ‘ <i>professional services</i> ’ in relation to or in connection with the Platform and/or any Solution(s) or otherwise, in each case as specified in the Order Form, the Preliminary Professional Services Scope and/or the Professional Services Scope. For this purpose ‘ professional services ’ means for example (but not limited to): (i) requirements gathering; (ii) planning and design; (iii) App development (including data model, custom views, custom forms, flows, App security); (iv) platform configuration (including authentication, managing users and devices, importing and mapping data from existing systems, third party system integration, overall platform administration); (v) health checks and best practices; (vi) custom training; (vii) project management; (viii) development services, (ix) quality assurance and testing; (x) documentation; (xi) post ‘Go-live’ support; (xii) general training; (xiv) insurance sector consultancy services and solutions; (xv) other consultancy services and solutions; and (xvi) any other services that Voults (in its sole discretion) designates in writing as being ‘ <i>Professional Services</i> ’. <i>(In respect of SaaS/ Solutions and not PaaS)</i> such professional services will be Excluded Services (as defined in the applicable MSA definitions)
“Professional Services Scope”	a full detailed and in-depth scoping document that provides a clear statement of work with regard to the Professional Services and any Deliverables and Fees to be paid by Customer for the Professional Services, as agreed between Voults and Customer prior to the commencement of Professional Services pursuant to and in accordance with Section 2.2 of the Terms.
“PSA”	(in respect of Customer and the Professional Services) means together the Terms, the Order Form, (unless and until the same is replaced by or becomes the Professional Services Scope) the Preliminary Professional Services Scope, the Professional Services Scope, (if and to the extent applicable) the Voults Rate Card, those Voults Policies that apply to or in respect of the PSA and any other document(s)/supplemental document(s): (i) issued by Voults to Customer; or (ii) entered into or deemed to have been entered into between Voults and Customer; or (iii) issued by Voults, and in each case which has/have been approved by Voults in writing and which is in respect of, which relates to and/or which is in connection with the provision by Voults of the Professional Services. For clarity, the PSA does not include any Voults Product Contract.

“PSA Documentation”	means any user and support documentation and guides (in whatever form) for (as applicable) any of the PSA Property as at the date of delivery of the same to Customer. PSA Documentation is available upon the request of Customer following completion of the applicable works/ provision of the Professional Services.
“PSA Property”	as defined in Section 3.1(b) of the Terms.
“PSA Property App(s) And Related Documentation”	as defined in Section 9.5 of the Terms.
“Purchased Item”	means a product and/or service being the subject matter of an ‘order form’ in respect of a Vault Product Contract but not including any Professional Services or any other products and/or services not forming part of or being governed by any Vault Product Contract including access to and use of the Platform/ any Solution(s).
“Receiving Party”	as defined in Section 5.1 of the Terms.
“Relevant Items”	as defined in Section 3.1(a) of the Terms.
“Relevant Matter”	as defined in Section 8.2 of the Terms.
“Remote Agent”	(if and to the extent required) means the on-premises software application that enables Customer to connect its on-premise systems and databases to its Tenancy(ies)/ the Platform (and hence any Solution(s)).
“Residual Information”	means any information (including, without limitation, ideas, concepts, know-how or techniques) that is retained in intangible form in the unaided human memories of the Vault Representatives.
“SaaS”	‘Software as a Service’.
“Service Day”	a Business Day, being 09.30 to 17.30 (with thirty (30) minutes for lunch) and “Service Days” shall be construed accordingly.
“Solution”	means a specific Vault App (but not a Cyferd App) made available for subscription by Vault as a SaaS product and service. Access to and use of a Solution by Customer can only be obtained under a specific Vault Product Contract.
“Sterling” and “£”	the lawful currency of the United Kingdom.
“Taxes”	as defined in Section 4.3 of the Terms.
“Tenancy”	<i>(in respect of PaaS and not SaaS/ Solutions)</i> means a unique account of the Platform created by Vault for Customer that: (a) has its own URL; (b) enables Customer to access and use the Platform; and (c) is logically segregated from all other tenancy(ies). For the avoidance of doubt a Tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment.
“tenancies”	means all unique accounts of the Platform created by Vault/ Cyferd for use by Vault customers/ Cyferd customers, for use by Vault/ Cyferd itself and/or for use by Cyferd Partners (including all Tenancies) from time to time. Each tenancy: (a) has its own URL; (b) enables the applicable person to access and use the Platform; and (c) is logically segregated from all other tenancy(ies). For the avoidance of doubt a tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment. A Tenancy is also a tenancy.
“Thirty-Party Technology”	means any third-party software or services that Customer chooses to use with the Platform/ any Solution(s) and that are not incorporated into or integrated with the Platform/ any Solution(s) by Vault or Cyferd.
“Transmit”, “Transmitted”, “Transmitting”	(in respect of Customer Data) submitted, uploaded, posted, transferred, provided, processed, and/or otherwise transmitted.
“VAT”	means any value added tax or sales tax or other tax of a similar nature.
“Vault App”	means: (i) an App created by or on behalf of Vault (whether as Professional Services, made available generally, made available to purchase and/or otherwise) and whether or not for Customer, any other Vault/ Cyferd customers; or (ii) a Cyferd App. In this regard: (A) if there exists a Contract in respect of the creation of/the

making available or sale of the same and such Contract expressly provides that the Intellectual Property Rights in respect of the same belong to/ shall remain vested in Vault (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then such App will be deemed to be a Vault App; and (B) where there is no such separate Contract in respect of the creation of/the making available or sale of the same then such App will be deemed to be a Vault App. For clarity, a Solution is a Vault App.

“Vault App Customisation”	means: (i) a Vault App to that extent; (ii) any general modification, customisation, maintenance and/or update of or to a Vault App by or on behalf of Vault; or (iii) any modification, customisation, maintenance and/or update of or to a Vault App or any other App (including any Non-Vault App but not including any other Vault App) by or on behalf of Vault (as Professional Services or otherwise) for Customer and/or any other Vault/ Cyferd customers; or (v) a Cyferd App Customisation. In this regard: (A) if there exists a Contract in respect of (ii) and/or (iii) and such Contract expressly provides that the Intellectual Property Rights in respect of the subject matter of (ii) and/or (iii) belong to/ shall remain vested in Vault (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then the subject matter of (ii) and/or (iii) as applicable will be deemed to be a Vault App Customisation; and (B) where there is no such separate Contract in respect of (ii) or (iii) then the subject matter of the same will be deemed to be a Vault App Customisation.
“Vault Component”	means: (i) a pre-existing or general purpose asset (a view, flow, collection or integrations) created by or on behalf of Vault for use in multiple Apps (whether or not any such App is a Customer App Customisation, a Vault App or a Vault App Customisation) together with any applicable user and support documentation and guides to the extent they relate to such asset; or (ii) a Cyferd Component. Vault Components used in the provision of the Professional Services are Vault Materials.
“Vault customer” or “Vault’s customer”	(<i>in respect of PaaS and SaaS/ Solutions</i>) means any customer of Vault for the Platform/ any Solution(s) from time to time (including Customer). With Cyferd customer, “Vault’s/ Cyferd’s customer” and “Vault/ Cyferd customer” shall be construed accordingly.
“Vault Indemnatee”	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 and/or Cyferd but excluding all Customer Data and all Non-Vault Materials.
“Vault Partner”	any member of the Vault partner network appointed by Vault.
“Vault Personnel”	means all employees, officers, staff, other workers, agents, and consultants of Vault who are engaged in the provision of the Professional Services and includes any of Vault’s permitted subcontractors.
“Vault Policies”	means the applicable policies and other documents of Vault which are set out at https://vault.com/legal/ which apply in connection with the provision of the Professional Services and which are designated by or on behalf of Vault as a ‘ <i>Vault Policy</i> ’ (each a “Vault Policy”).
“Vault Product Contract”	(in respect of Customer) the Contracts, policies and the other document(s)/ supplemental document(s) (including the applicable MSA) governing Customer’s access to and use of the Platform (<i>in respect of PaaS</i>)/ any Solution(s) (<i>in respect of SaaS/ Solutions</i>) and, in each case, related matters in respect of an applicable ‘order form’ (being together defined in the applicable MSA as ‘ <i>this Agreement</i> ’ for Customer). Customer could have more than one (1) Vault Product Contract. Reference in the Terms or elsewhere to “the Vault Product Contract” shall be deemed to be a reference to each Vault Product Contract where there is more than one (1) unless the context otherwise requires.
“Vault Rate Card”	the ‘ Vault Rate Card ’ (https://vault.com/legal/) as the same is amended from time to time.
“Vault Representative”	as defined in Section 2.1 of the Terms.