



## PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (“**Terms**”) are 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 these Terms (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 re PSA*’ (<https://voult.com/legal/>).

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. **Overview.**

1.1 **Structure.** These Terms shall apply to Voult’s provision of Professional Services, each as further described in a single Order Form (including, without limitation, the Preliminary Professional Services Scope annexed thereto and any Professional Services Scope) entered into by an authorised representative of each Party hereunder. An Order Form could include details of all or any of the following: Professional Services Scope (including: scope of Professional Services and exclusions from Professional Services; Deliverables; and timelines); specified fees, costs and/or expenses whether in accordance with the Voult Rate Card or otherwise (collectively, “**Fees**”); and, any other commercial terms agreed upon by the Parties. If there are any terms and conditions in the Order Form that conflict with the terms and conditions in these Terms, then the terms and conditions in such Order Form shall take precedence to those in these Terms solely with respect to such Order Form.

1.2 **Excluded from scope of these Terms.** For clarity, these Terms and the Order Form entered into hereunder do not apply to any Solution(s) (or access to or use of it/them), the Platform (or access to or use of it), any other Purchased Item, or any other ‘PSA’ between the Parties. Voult’s supply of any Solution(s) (and access to and use of it/them), the Platform (and access to and use of it) and/or any other Purchased Item to Customer are governed by the applicable Voult Product Contract and not the PSA. For clarity, the PSA does not convey any right to use any Solution(s) or the Platform.

### 2. **Professional Services.**

2.1 **Performance.** Subject to the terms of these Terms and the Order Form and Customer’s payment of all applicable Fees, effective on the applicable Commencement Date and for the term set forth in the Order Form, Voult shall use commercially reasonable efforts to perform the Professional Services (set out in the Order Form and the Professional Services Scope) in accordance with these Terms, the Order Form, the Professional Services Scope, and all applicable laws. Voult shall use all reasonable efforts to comply with any timelines, milestones, schedules or target dates for completing the Professional Services or any portion thereof as set forth in the Order Form and the Professional Services Scope. If at any time Voult anticipates a delay in meeting such timelines, Voult shall notify Customer in writing of such anticipated delay and the estimated duration of such delay, and dates or time periods relevant to performance by Voult shall be appropriately and equitably extended to account for such delay. Voult shall assign an internal project manager to serve as a primary point of contact for Customer in respect of the Professional Services (the “**Voult Representative**”) and Customer shall assign an individual to serve as a primary point of contact for Voult in respect of receipt of the Professional Services (the “**Customer Representative**”).

2.2 **Professional Services Scope.** Where a separate Professional Services Scope is required, Voult shall as soon as it is reasonably practicable fully scope and cost the proposed Professional Services having regard to the Preliminary Professional Services Scope in writing and agree to the same with Customer. Where a separate Professional Services Scope is not required (either as provided for in the Order Form or where Voult shall notify Customer of the same) and the preliminary scoping and costing details for the Professional Services being as provided for in the Preliminary Professional Services Scope is sufficient at the time in question then no separate Professional Services Scope will be needed and the Preliminary Professional Services Scope will be deemed to be the Professional Services Scope with effect from the date of the Order Form or such Voult notice and Customer will be deemed to have

agreed the Professional Services Scope when it entered into the Order Form. For the avoidance of doubt, Voults shall be entitled to be paid Fees for preparing and/or agreeing to any Professional Services Scope even if the Parties fail to agree upon such Professional Services Scope.

2.3 Service Days. Professional Services shall be delivered on a full Service Day metric. Where any additional Fees are based on or derived from Service Days on a time spent basis then they shall be rounded up to the nearest whole Service Day. Unless the Order Form or the Professional Services Scope expressly provide otherwise, such Service Days must be used in such period(s) as set forth in the Order Form, and failure to do so will result in any such unused Service Days being irrevocably lost but still chargeable to and payable by Customer in full. Where the Professional Services Scope provides that a specific number of Services Days is included in the scope of the Professional Services and the Fees then, unless the Order Form or the Professional Services Scope expressly provide otherwise, if such Services Days are used and the project in question has not been completed then Customer will need to purchase additional Services Days to complete such project and the provision of the Professional Services.

2.4 Change Order. Where Customer or Voults determines a need to change these Terms, the Order Form, the Professional Services Scope or any of the documents that comprise the PSA and/or the provisions therein, Voults may at any time request, and Customer may at any time recommend, a Change Order be submitted by the Party requesting/recommending (as applicable) such Change Order to the other Party. The form of the Change Order shall then be negotiated in good faith between the Parties. Once the Change Order has been agreed by the Parties such Change Order shall be deemed to be agreed by the Parties only once the agreed Change Order is signed by both Parties. Until such Change Order is duly executed, Customer and Voults shall, unless otherwise agreed in writing, continue to perform the Professional Services in compliance with the Order Form prior to such Change Order.

2.5 Suspension. Voults may, without limiting its other rights and remedies, suspend the provision of the Professional Services (or any part of them) if: (i) Voults is prevented or delayed in providing the Professional Services by any cause attributable to Customer; (ii) where Voults may suspend Customer's access to and use of any Solution(s) and/or the Platform under the applicable Voults Sports Product Contract; (iii) Customer fails to pay any Fees due to Voults by the due date for payment; or (iv) required by law, by court or governmental or regulatory order. Voults shall not be liable for any costs or losses sustained by Customer as a result of such suspension and any delivery dates or other timetable dates in connection with the provision of the Professional Services shall be deemed to be automatically extended to take into account the period of suspension.

2.6 Limitations. Customer understands that Voults's performance is dependent on Customer's actions. Accordingly, Customer will provide Voults with the items and assistance specified in the Order Form in a timely manner as defined in the Order Form, and any dates or time periods relevant to performance by Voults shall be appropriately and equitably extended to account for any delay in the provision by Customer of any such items or assistance to the extent any such delays affect Voults's ability to perform in accordance with the timelines set forth in the Order Form. Customer will cooperate reasonably and in good faith with Voults and the Voults Personnel in its performance of the Professional Services by, without limitation (i) allocating sufficient resources and timely perform any tasks reasonably necessary to enable Voults to perform its obligations under the Professional Services Scope in the Order Form; (ii) timely providing any Customer deliverables and other obligations required under the Professional Services Scope in the Order Form; (iii) timely responding to Voults's enquiries relating to the Professional Services; (iv) assigning the Customer Representative; (v) cooperating with Voults in its performance of the Professional Services; (vi) actively participating in scheduled meetings relating to the Professional Services; (vii) providing, in a timely manner and at no charge to Voults or the Voults Personnel, office workspace, telephone and other facilities, suitably configured computer equipment with internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access (as Authorised Users with suitable permissions) to (as the case may be) the Solution(s) in question or Customer's Tenancy(ies) in respect of the Platform and, in any event, any other necessary access to Customer's computer systems/ software/ applications, and coordination of onsite, online and telephonic meetings all as reasonably required by Voults in connection with the provision of the Professional Services; (viii) timely providing complete, accurate and timely information, data and feedback all as reasonably required by Voults; and (ix) obtaining and maintaining all necessary licences, permits, consents, approvals and authorities to enable Voults to perform its obligations under or in connection with these Terms. Customer shall take all steps necessary, including obtaining any required licences or consents, to prevent Customer-caused delays in Voults's provision of the Professional Services. Customer agrees and acknowledges that any delays in the performance of the Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

2.7 Non-Solicit. Customer recognises that Voults's or any of its Affiliates' and/or any applicable vendor of Voults's employees and contractors are a valuable resource. Accordingly, Customer agrees that it will not, from the Effective Date hereof until the one (1) year anniversary of the termination or expiration date of these Terms, either alone or in conjunction with any other Party, directly or indirectly: (i) induce or encourage (or attempt to induce or

encourage) any employee or contractor of Vault or any of its Affiliates and/or any applicable vendor of Vault to leave the employ of, or terminate or alter his/her/their engagement with, Vault or any of its Affiliates and/or any applicable vendor of Vault, whether for purposes of employing or contracting any such employee or contractor in a competing business or for any other reason; or (ii) interfere in any way with the relationship between Vault or any of its Affiliates or any applicable vendor of Vault and any such employee or contractor.

### 3. Intellectual Property and Data Rights.

#### 3.1 Intellectual Property and Confidentiality.

(a) ***Vault's background technology*** - 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 Platform (including in all Tenancy(ies) and Features), all Solutions, all Vault App Customisations, all Vault Components, 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 (as applicable) include: (i) 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 (including Cyferd) 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 these Terms and/or the Vault Product Contract. Vault retains all of its Intellectual Property Rights in and to the Relevant Items and any other technology, software, inventions, discoveries, or works of authorship owned or controlled by Vault.

(b) ***Created items*** - Customer acknowledges and agrees Vault and/or its licensors (including Cyferd) own all Intellectual Property Rights in and to anything prepared, created and/or developed by or on behalf of Vault for Customer, including: (i) any Deliverables; (ii) any App(s) or any modification, customisation or update to any App(s) (each and every such App, modification, customisation or update being a Vault App Customisation for the purposes of the PSA (including these Terms) and the applicable Vault Product Contract); (iii) any PSA Documentation; (iv) any Vault Components and/or other Vault Materials incorporated into or otherwise included in any such Deliverable, App, modification, customisation or update; and (v) any other materials, pursuant to or in connection with PSA (including these Terms) and the provision of the Professional Services (whether or not delivered to Customer) including any items identified as such in the Preliminary Professional Services Scope and/or the Professional Services Scope (together "**PSA Property**"), and, in each case and where applicable, the '*look and feel*' of the same. For clarity, the PSA Property (as applicable) includes: (i) 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 (including Cyferd) 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 these Terms. For further clarity, the PSA Property **expressly excludes** any Solution(s) (and access to and use if it/them), the Platform (and access to and use of it) and any other Purchased Items (including App Usage) and all or any of Vault's other Intellectual Property Rights. Except for the rights explicitly granted herein, Vault retains all of its Intellectual Property Rights in and to the PSA Property.

(c) For clarity, Intellectual Property Rights for the purposes of Section 3.1(a) and Section 3.1(b) 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.

(d) ***Licence to use PSA Property.*** Subject to payment by Customer of all Fees when due under the PSA and having strict regard to Section 3.3, Vault hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free licence to copy, maintain, use and run the PSA Property strictly for use only: (i) in connection with any applicable Solution(s); or (ii) on Customer's Tenancy(ies) and the Platform, for the Permitted Purpose and, subject to and in accordance with, the provisions of the applicable Vault Product Contract (including Customer subscribing to and maintaining App Usage in respect of any App being the subject matter of the PSA Property). Such licence does **not** include any of the Relevant Items that the applicable Vault Product Contract licences or purports to licence to Customer (subject to its terms) including Customer's access to and use of: (i) any Solution(s) or (ii) the Platform via Tenancy(ies) and/or App Usage in respect of any App being the subject matter of the PSA Property. Such licence shall cease to be of any use to Customer when the applicable Vault Product Contract terminates (and Customer has no then remaining valid and subsisting rights under any applicable Vault Product Contract). Further, Vault has no obligation to deliver any copies of any software and/or any source code or other code in respect of any software to Customer in connection with the PSA (including these Terms and the Order Form).

(e) Except as expressly set forth in this Section 3, no Intellectual Property Rights of either party are transferred or licensed (whether implied or otherwise) as a result of the PSA (including these Terms and the Order Form).

3.2 Voult Reserved Rights. Except for rights in and to PSA Property expressly granted to Customer under the PSA (including these Terms), Voult is not granting any interest, express or implied, in or to Voult's Intellectual Property Rights, and Voult 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 PSA Property to any person other than as expressly permitted by the PSA and the applicable Voult Product Contract. Notwithstanding the foregoing, to the extent Customer, any of its Affiliates or any person acting on its behalf or who obtains access to the PSA Property (including any App(s) or any modification, customisation or update to any App(s) that form part of the PSA Property) through Customer: (i) intentionally or unintentionally modifies and/or improves the PSA Property (in whole or in part), whether or not in violation of these Terms; and/or (ii) acquires any Intellectual Property Rights in the PSA Property (or any part of it), 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 Voult or such third-party as Voult may elect without payment of any consideration. Customer shall execute (and shall procure the execution of) all such documents and do such things as Voult may consider necessary to give effect to this Section 3.2. Further, nothing in the PSA (including these Terms) shall be construed to limit or restrict: (i) Voult's right to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with the PSA (including these Terms); and/or (ii) each Voult Representative's right to use Residual Information, in either case, for any purpose, nor pay any royalties for any Solution or App or work product developed in reliance on or through the use of, in whole or in part, any such skills, techniques or know-how and/or Residual Information, provided, however, that the foregoing shall not be deemed to grant to Voult and/or any Voult Representative any right, title or interest in or to any of Customer's Confidential Information or Intellectual Property Rights. Further, nothing in the PSA (including these Terms) shall prevent or restrict Voult's use of the PSA Property (whether or not the same is incorporated into any Solutions or Apps for any person(s)).

3.3 Similarity of Content and Apps. Due to the nature of the Platform any App and artificial intelligence generally, Apps and outputs displayed in connection with Customer's use of the Platform and/or App may not be unique and other Platform users may build and/or receive similar Apps and output from the Platform and any App. Without limiting anything else herein, Customer acknowledges the non-exclusive grant of rights does not extend to obtaining Apps or outputs created by or on behalf of other Platform users and/or any Third-Party Technology. For clarity, no App (including any App being part of the PSA Property or any Customer App Customisation) can operate without the Platform and the applicable other Relevant Items. Voult grants no Intellectual Property Rights or other rights in connection with any Customer App Customisation(s). Customer agrees and acknowledges Customer will only be able to use any App (including any App being part of the PSA Property or and Customer App Customisation) if it has a valid and subsisting subscription for access to and use of the Platform (including at the very least a '*Production*' Tenancy) and App Usage in respect of the same.

3.4 Customer Data and Customer Materials. As between the Parties, Customer owns all right, title and interest in and to all Customer Data and Customer Materials provided by or on behalf of Customer in connection with the Professional Services. Customer acknowledges that Voult will only 'see' or 'have access to' Customer Data if Customer discloses the same to Voult or where Voult is expressly entitled to/ required to 'see' or 'have access' to the same under or in connection with the Professional Services and/or as provided for in the applicable Voult Product Contract. By providing any Customer Data and/or Customer Materials to Voult (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 Voult (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/or Customer Materials and perform all acts with respect to Customer Data and/or Customer Materials as necessary for Voult to provide the Professional Services hereunder and exercise or perform Voult's rights, remedies and obligations under the PSA (including these Terms and the Order Form). Except as otherwise set forth in the applicable Voult Policies, Customer is and shall remain solely responsible and liable for all such Customer Data and Customer Materials Transmitted in connection with its use of the Professional Services and Deliverables. Customer agrees that it will not, and will not permit anyone else to, directly or indirectly: (i) Transmit or otherwise provide any Customer Data and Customer Materials 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 or otherwise provide any Customer Data and Customer Materials that: (A) Customer does not have the right to Transmit/ provide, under any law or contractual or fiduciary relationships; (B) infringes, misappropriates, and/or violates any patent, copyright, trademark, trade secret, right of privacy, or other Intellectual Property Right of any third-party; (C) constitutes unsolicited or unauthorised advertising or promotional materials; or (D) 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 or Customer Materials Transmitted through the Platform or otherwise provided. Voults will process and maintain Customer Data and Customer Materials consistent with applicable law and the PSA (including these Terms and any other applicable documents that comprise the same). **The Schedule** sets out the scope, nature, and purpose of processing by Voults, the duration of the processing and the types of Customer Data consisting of personal data and categories of data subjects. Voults has no obligation to screen, edit or monitor Customer Data or Customer Materials but Voults reserves the right, and has absolute discretion, to remove, screen or edit Customer Data and Customer Materials posted and/or stored in connection with the Professional Services for any breach of the PSA, and Customer is solely responsible for all such activity. If Customer chooses to make any Customer Data or Customer Materials publicly available, Customer does so at its own risk and Voults shall have no liability for such publication. To the extent Customer requires Voults to Process any Personal Data, Voults will Process such Personal Data in compliance with applicable Data Protection Laws (as defined in the [Data Protection Agreement](#)) and consistent with the [Data Protection Agreement](#). 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 3.4](#).

3.5 **Third-Party Technology.** Customer understands and agrees that Customer's use of any Third-Party Technology in connection with the use or provision of the PSA Property will be governed by such Third-Party Technology licensor's licence terms and conditions. Customer understands and agrees that Voults 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.

3.6 **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 PSA Property or the Professional Services, 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 any applicable Solution(s), the Platform and/or for Professional Services in accordance with Customer's then-current brand guidelines (and Voults can permit Cyferd to do the same). 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 3.6](#).

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

4.1 **Fees.** Customer will pay to Voults the Fees and/or other amounts as set forth in/ calculated in accordance with the Order Form (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose) without offset or deduction. Except as otherwise specified herein: (i) Fees are for the Professional Services; (ii) payment obligations are non-cancelable; and (iii) Fees paid are non-refundable. In the event Customer requests any additional Professional Services and/or a change in the scope of any of the Professional Services, Customer hereby agrees to pay to Voults 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.

4.2 **Payment Terms.** During or in respect of the Term, Voults 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 (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose). 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 Voults by their due date, then without limiting Voults'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, Voults may: (i) accelerate and deem all such Fees and other amounts owed immediately due and payable; and/or (ii) suspend performance of the Professional Services (for the avoidance of doubt in respect of all or any Orders at Voults's sole discretion) for nonpayment of any Fees. In the event that Customer's payment method is the use of a credit card, by providing such payment method, Customer authorises Voults (without notice to Customer, unless required by applicable law) to charge Customer's credit card on a recurring basis the applicable Fees and any other charges Customer may incur in connection with the Professional Services. Voults'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 consulting and/or advisory services taxes. If Voults has the legal obligation to pay or collect Taxes for which Customer is responsible under this [Section 4.3](#), Voults will invoice Customer and Customer will pay that amount unless Customer provides Voults with a valid tax exemption certificate.

#### 5. **Confidentiality.**

5.1 **Confidentiality.** In connection with the PSA (including these Terms and the Order Form), 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 or expiry of these Terms (or in the case of a trade secret for as long as such trade secret remains protectable under applicable laws), the Receiving Party 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, and agents, and only on an as-needed basis and subject to confidentiality restrictions no less protective than those set forth in these Terms. 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 the PSA (including these Terms and any Order Form). Further, Customer recognises that Vault regards certain information relating to any Solution(s), the Platform (including information relating to any Tenancy(ies), Features, Vault Apps and other Relevant Items), the PSA Property 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 these Terms, without the prior written consent of Vault. For the avoidance of doubt, Vault’s Confidential Information/ Cyferd’s Confidential Information includes: (i) the Documentation and any other technical or operational specifications or data relating to the any Solution(s) and/or the Platform; (ii) the PSA Documentation and any other technical or operational specifications or data relating to the PSA Property; and (iii) 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 the PSA (including these Terms and the Order Form) 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 that: (i) it will provide the Professional Services in a professional and workmanlike manner; (ii) the PSA Property is and will be free from malware, spyware, malicious code, and other harmful components (other than those introduced by Customer or any Authorised Users); and (iii) the PSA Property is in conformance with and will continue to conform with the PSA, all documentation, and all applicable specifications and other applicable criteria set forth herein (including, without limitation, the Order Form the Preliminary Professional Services Scope annexed thereto and any Professional Services Scope). Without limiting the foregoing, Vault makes no representation or warranty or covenant as to the validity or enforceability of the Vault Intellectual Property Rights and/or all other Intellectual Property Rights embodied within Relevant Items (or any of them or any part of them) and/or the PSA Property (or any part of it), nor as to whether the same infringe upon, misappraise, and/or violate any Intellectual Property Rights of third-parties. The warranties in this **Section 6.1** do not apply to the extent resulting from: (i) Vault’s strict adherence to custom specifications required by Customer, but solely to the extent such Claim arises from the specification itself (and not the means selected by Vault to achieve such specification); or (ii) Customer Data, Customer Materials and/or Third-Party Technology; and (iii) any other Relevant Matter. Save and to the extent as expressly provided to the contrary in the Order Form (including, without limitation, the Order Form the Preliminary Professional Services Scope annexed thereto and any Professional Services Scope) Vault does not provide any support for and is not obliged to maintain any Deliverable (or the PSA Property (or any part of it)). In the event of any material non-compliance of the Professional Services with the foregoing which is caused by Vault’s failure to perform an 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.

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 these Terms and the Order Form (and any other applicable document that forms part of and/or is supplemental to the PSA from time to time which needs to be executed)

and perform its obligations herein (and therein); (ii) these Terms and the Order Form (and each such other document) have 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) these Terms and the Order Form (and each such other document) do 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 THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), THE PROFESSIONAL SERVICES ARE AVAILABLE "AS-IS" AND "AS-AVAILABLE." VOULT AND ITS LICENSORS (INCLUDING CYFERD) 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 COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS BUT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), VOULT DOES NOT WARRANT THE ACCURACY OF THE PROFESSIONAL SERVICES, OR THAT THE OPERATION OF THE PROFESSIONAL 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 PROFESSIONAL SERVICES UNDER THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM). FURTHER, THE PROFESSIONAL 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 PROFESSIONAL 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 THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM) AND THE TRANSACTIONS CONDUCTED UNDER THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), 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 THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM). IN NO EVENT SHALL VOULT'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNT OF FEES CUSTOMER ACTUALLY PAID TO VOULT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THESE TERMS WILL LIMIT: (I) CUSTOMER'S LIABILITY FOR PAYMENT OF FEES OR DAMAGES ARISING FROM INDEMNIFICATION OBLIGATIONS; (II) LIABILITY FOR DEATH OR PERSONAL INJURY; (III) LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (IV) CUSTOMER'S LIABILITY FOR MISUSE OF THE PROFESSIONAL SERVICES OR ANY DELIVERABLE (INCLUDING ANY PART THEREOF); (V) CUSTOMER'S LIABILITY FOR ANY INFRINGEMENT OF OR OTHER BREACH IN CONNECTION WITH VOULT'S INTELLECTUAL PROPERTY RIGHTS/ THE RELEVANT ITEMS; (VII) LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (VIII) 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 the PSA insurance appropriate to its obligations, including as may be applicable general commercial liability and worker's compensation

and (in the case of Vault) professional indemnity liability 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 and/or Customer Materials, or any use of such Customer Data and/or Customer Materials with the Professional Services in accordance with the PSA (including these Terms, the Order Form, and the Professional Services Scope), 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 (other than Vault or any Vault Personnel carrying out the Possessional Services): (A) negligence, misconduct, or breach of the PSA (including these Terms and the Order Form, and any other applicable document that forms part of/is supplemental to the PSA from time to time) or the PSA Documentation; (B) use of PSA Property in a manner not authorised by the PSA or the applicable Vault Product Contract; (C) use of PSA Property in combination with data, software, hardware, equipment or technology not provided by Vault or authorised by Vault in writing; or (D) modifications to PSA Property or any Deliverable not made by Vault (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 PSA Property, when used in accordance with the terms of these Terms and the 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 or any of its Authorised User’s use or combination of the PSA Property 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 PSA Property by Customer or its Authorised Users not expressly authorised by Vault in writing or the Documentation; (iii) Customer’s or any of its Authorised User’s use of any Solution(s) or the Platform or On-Prem Components in breach of the PSA (including these Terms, Order Form and any other applicable document that forms part of/is supplemental to the PSA from time to time) or the Documentation; (iv) specifications or other Intellectual Property Rights provided by Customer; (v) any Customer App Customisation; (vi) Customer’s failure to implement modifications, or replacements issued by Vault; (vii) any Non-Vault Materials; (viii) any Non-Vault Apps; (ix) any Non-Vault Products/Services; or (x) any Open Source Software ((i)-(x), 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 PSA Property free of the infringement claim and otherwise in a non-infringing, non-violative and non-misappropriating manner; or (ii) make a update or modification 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 the PSA (including these Terms and the Order Form) and provide a prorated refund for any prepaid Fees for the unusable portion of the PSA Property for the remainder of the 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 PSA Property 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. These Terms (and the PSA) shall become effective on the Effective Date in respect of the Order Form and shall remain effective until terminated in accordance with this Section 9 or the provision of the Professional Services has been completed (including final payment to Vault of all Fees and amounts relating thereto)

(the “**Term**”). The Order Form shall become effective on the Commencement Date and shall remain effective for the Term. Termination of the PSA shall, for clarity, terminate the Terms and the Order Form and all other documents that comprise the PSA.

9.2 Termination by Voul. In the event that Customer: (i) has materially breached any provision of the PSA (including these Terms and the Order Form) (including Customer’s obligation to pay Fees and/or any other amount due under or in connection with the PSA to Voul when due) and failed to cure such breach (if capable of cure) within thirty (30) days following receipt of written notice thereof by Voul; 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 the PSA (including these Terms and the Order Form) (or any part of it) without Voul’s consent in accordance with Section 10.9; or (iv) undergoes a change of Control, then Voul, in addition and supplementary to any other rights and remedies that may be available to Voul, will be entitled to terminate the PSA (including these Terms and the Order Form) (as its sole discretion) by providing written notice of such termination to Customer. Without limiting the foregoing, in the event of Voul’s termination of the PSA (including these Terms and the 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 Voul: (i) has materially breached any provision of the PSA (including these Terms and the Order Form) 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 the PSA (including these Terms and the Order Form) (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 Voul is solvent and the underlying reason for the same is for or in connection with a bona fide reorganisation of Voul and/or its Affiliates.

9.4 Effect of Termination. Strictly subject to Section 9.5, upon expiration or earlier termination of the PSA (including these Terms and the Order Form), Customer shall immediately discontinue all use the PSA Property. Strictly subject to Section 9.5, Customer shall confirm in writing within fourteen (14) days of such date that any and all copies of the PSA Documentation (or any of it) and any other Voul Materials, and all other Voul Confidential Information/ Cyferd Confidential Information in Customer’s possession (or that of its Authorised Users) relating to or in connection with the PSA Property and/or the provision of the Professional Services has been irrevocably destroyed. Customer shall pay Voul, as liquidated damages and not a penalty: (i) all Fees and amounts owed under the Order Form (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose); (ii) any out of pocket expenses directly incurred by Voul 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 Voul’s invoice therefor. Payment of such final invoice shall not bar any remedy, legal equitable, or otherwise available to Voul, and no expiration or termination will give rise to any liability of Voul, 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. Notwithstanding anything herein to the contrary, all terms logically construed to survive the term of these Terms shall survive, including, without limitation, all provisions regarding Fees, confidentiality, indemnification, and liability.

9.5 App Usage under the Voul Product Contract. If the PSA expires upon completion of the provision of the Professional Services by Voul (and is not subject to earlier termination) and Customer has, at that time, a valid and subsisting subscription (pursuant to and subject to the terms and conditions of the applicable Voul Product Contract): (i) for App Usage to enable Customer (and its applicable Authorised Users) to access and use the PSA Property (or the part that comprises an App or Apps); and (ii) to access and use of the Platform via one (1) or more Tenancy(ies) (which for the purposes of (i) must be or include a ‘production’ Tenancy), then the reference in Section 9.4 to ‘PSA Documentation (or any of it) and any other Voul Materials, and all other Voul Confidential Information/ Cyferd Confidential Information in Customer’s possession (or that of its Authorised Users) relating to or in connection with the PSA Property and/or the provision of the Professional Services’ shall be deemed to exclude the PSA Property (or the part that comprises an App or Apps) for which such App Usage has been obtained and the corresponding PSA Documentation (such excluded materials and information being the “**PSA Property App(s) And Related PSA Documentation**”) but nothing else, and access to and use of (and termination of such access and use, return/ destruction of) the PSA Property App(s) And Related PSA Documentation will be the subject matter of and will be governed by the applicable Voul Product Contract.

## 10. Miscellaneous.

10.1 Entire Agreement. Without limiting anything else herein or in the Order Form, the PSA includes and comprises these Terms, the Order Form, the Professional Services Scope, the applicable Vault Policies (located at <https://vault.com/legal/>), (if applicable) the Vault Rate Card (located at <https://vault.com/legal/>) and any other applicable document that forms part of/is supplemental to the PSA from time to time. For clarity, Section 1.2 sets out what the PSA (including these Terms and the Order Form) does not apply to. By entering into these Terms, Customer also expressly accepts the terms of all such applicable documents. The PSA (including these Terms, the Order Form, the Professional Services Scope, the applicable Vault Policies, (if applicable) the Vault Rate Card any other applicable document that forms part of/is supplemental to the PSA from time to time) 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 the PSA (including these Terms) shall limit or exclude any liability for fraud.

10.2 Notices. All notices, requests, demands, claims, and other communications under the PSA (including these Terms and the Order Form) 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 10.2. 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, at the time of transmission. In the case of Section 10.2(v), to prove service it is sufficient to prove that the email was sent to the correct email address and that the sender has not received any automatic response(s) confirming delivery has not been made or was not successful in respect of that particular email. 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 or email 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 10.2). 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](mailto:legal@vault.com) (as updated from time to time pursuant to this Section 10.2).

10.3 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 ten (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 the PSA upon written notice to Vault.

10.4 Waiver; Severability. No waiver by Vault of any breach or default hereunder by the 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 these Terms, the Order Form and any other document that from time to time forms part of the PSA (other than a provision which goes to the essence of the consideration for such document(s)) is declared invalid, unenforceable or void, to any extent, by a court of competent jurisdiction, the remainder of such document(s) and the application thereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.5 Injunctive Relief. In the event of the breach or a threatened breach by Customer of any of the provisions of the PSA (including these Terms and the Order Form), 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).

10.6 Governing Law. The PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) 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.

10.7 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).

10.8 Export Regulations. Customer understands that Vault (by virtue of its use of the Platform) is 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 Professional 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.

10.9 Assignment. Customer may not assign, transfer, delegate, and/or novate any of its rights or delegate any of its obligations hereunder or under the PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA), 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. The PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) may be freely 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. PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) shall be binding upon and enure for the benefit of Vault and Customer and any permitted successors or assigns.

10.10 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 freely engage subcontractors to assist with its performance hereunder.

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

10.12 Interpretation. The following provisions of this Section 10.12 apply in the PSA (including these Terms). The headings preceding the text of the Sections of these Terms are inserted solely for convenience and ease of reference only and shall not constitute any part of these Terms or have any effect on its interpretation or construction. In these Terms, 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 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., the PSA Property, Solution, App, the Platform or On-Prem Components) shall be deemed to also be a reference to its components or constituent parts. Any reference to "access to" and/or "use of" or "use" 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 these Terms; 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 concerned. These Terms have 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 these Terms shall be in the English language.

10.13 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.

10.14 Conflict. Unless expressly stated to the contrary in the PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA), in the event of any conflict between: (i) the

Voult Policies and the terms of these Terms, the terms of these Terms shall prevail; (ii) these Terms and the Order Form, the terms of the Order Form shall prevail – in each case only to the extent necessary to resolve such conflict.

10.15 No rescission. Time shall not be of the essence in respect of the provision of the Professional Services or any Deliverables provided by or on behalf of Voult under the PSA. Without prejudice to Customer's other rights and remedies (including the right to terminate the PSA), Customer shall not be entitled to rescind the PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA).

## **THE SCHEDULE - PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

### **Processing by Vault**

#### **Scope and nature**

To provide the Professional Services.

To enable Vault to comply with its obligations under the PSA in providing the Professional Services.

#### **Purpose of processing:**

To provide the Professional Services.

To enable Vault to comply with its obligations under the PSA in providing the Professional Services.

To manage the relationship with Customer.

#### **Duration of the processing:**

Duration of the PSA and any permitted period following termination of the same, unless otherwise agreed upon in writing.

#### **Types of personal data:**

First Name

Last Name

Email Address

Telephone Number

Title

Department

Company

Country

City

Such other types of personal data that is necessary to enable Vault to comply with its obligations under the PSA.

#### **Categories of data subject:**

Customer (contact persons/representatives)

Vault Partners (contact persons/representatives) who may provide all or some of the Professional Services as a subcontractor for and on behalf of Vault.

Vault (contact persons/representatives)

Vault Personnel

Other applicable services providers (including professional services)

Applicable governmental and/or regulatory authorities