CALLSIGN LIMITED

and

CUSTOMER

SHORT-FORM MASTER SERVICE AGREEMENT

BETWEEN

(1)   **CALLSIGN LIMITED** incorporated and registered in England and Wales with company number 07277719 whose registered office is at Office 5.05, The Office Group, Chancery House, 53-64 Chancery Lane, London, WC2A 1QS, United Kingdom (the "**Supplier**"); and

(2)   the "**Customer**".

INTRODUCTION

(A)   The Supplier is a provider of the Software (as defined below) and of services relating to such Software.

(B)   The Customer wishes to receive the Software and certain related services and the Supplier agrees to provide the same, on the terms and conditions of this agreement.

AGREED TERMS

1.   Definitions

1.1   In this agreement, unless otherwise specified or inconsistent with the context, the following definitions shall apply.

"**Affiliates**" means in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time;

"**Charges**" means the Rate Card and such other fees and charges as shall be set out in each Order;

"**Confidential Information**" means in relation to a party and/or a party's Affiliates, information that (a) is by its nature confidential; and/or (b) is designated by that party as confidential, but excludes in all cases any personal data;

"**Customer Connected Entities**" shall have the meaning set out in clause 7.4;

"**Customer Data**" means any data or information in any form or medium provided by or on behalf of the Customer to the Supplier or which the Supplier generates as part of the Services under this agreement including without limitation any personal data but excluding any data or information which the Supplier obtains from other third parties in the course of providing the Services;

"**Customer Dependency**" means any action(s) to be taken or timeframe(s) to be met by the Customer or any third party on behalf of the Customer under this agreement and as may be specified in any Order and / or in the Supplier Support Handbook;

"**Data Protection Legislation**" means all applicable legislation for the time being in force pertaining to data protection, data privacy, data retention and/or data security (including the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**")), the Data Protection Act 2018, the UK General Data Protection Regulation 2016/679, as implemented by the Data Protection, Privacy and Electronic Communications

(Amendments etc) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 and the Privacy and Electronic Communication Directive (Directive 2002/58/EC) and national legislation implementing or supplementing such legislation in the United Kingdom);

"**DP Regulator**" means in the United Kingdom, the Information Commissioner's Office (or such body as may replace it from time to time), and in any other jurisdiction, any regulatory body with the same or similar authority;

"**Disclosing Party**" has the meaning given to it in clause 14.1;

"**Disputed Charge**" has the meaning given to it by clause **Error! Reference source not f ound.**;

"**Effective Date**" means the date of last signature of this agreement;

"**Event of Force Majeure**" means an event outside a party's reasonable control, including without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; pandemics or public health emergencies; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to obtain a necessary licence or consent;

"**Insolvency Event**" means any of the following:

- the Supplier is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or

- a resolution is passed for the administration of the Supplier; or

- the presentation of a petition for winding up of the Supplier, which petition is not dismissed within twenty eight (28) days; or

- an order is made or a resolution is passed for winding up of the Supplier, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; or

- if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of the Supplier and is not discharged with thirty (30) days of such appointment; or

- the Supplier enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement;

- the Supplier goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation;

- the Supplier ceases, or threatens to cease, to carry on business or trade;

- any third party enforces a security interest over all, or substantially all, of the assets of the Supplier; or

- any event analogous to paragraphs ☐ to ☐ above which occurs in any other jurisdiction to which the Supplier is subject.

"**Intellectual Property Rights**" means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), rights in

logos and get up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature in any country;

"Marketplace" means Microsoft AppSource or Azure Marketplace;

"Marketplace Listing" means a listing from the Supplier Microsoft AppSource or Azure Marketplace

"Offering" means all services, hosting, solutions, platforms, and products identified in an Order and that Supplier makes available under or in relation to this Agreement including the software, technology, and services necessary for Supplier to provide the foregoing. Offering availability may vary by region.

"Order" means an ordering document used to transact the Offering via the Marketplace.

"**Open Source Software**" means software licensed under terms that meet the Open Source Definition (as such term is defined by the Open Source Initiative);

"**Rate Card**" means the table of charges chargeable by the Supplier, as set out in an applicable Order;

"**Recipient**" has the meaning given to it in clause 14.1;

"**Security Policy**" means the Supplier's security policy as made available by the Supplier from time to time;

"**Service Data**" means pseudoanyimised data, de-identified data, aggregated meta data and derived data arising from Customer Data and which is generated as part of the provision or receipt of the Services used for the purposes of improving Supplier's service delivery model, e.g. by improving the accuracy of its data models, provided that this does not involve the disclosure to third parties of any of Customer Confidential Information or any personal information;

"**Service Levels**" means the levels of service required of the Supplier in the performance of the Services as set out in the Supplier's Support and Maintenance Handbook;

"**Services**" means the services to be provided by the Supplier as specified in a Order (including the Support Services if applicable);

"**Software**" means the Supplier Software and the Third Party Software;

"**Supplier Connected Entities**" has the meaning given to it in clause 7.6;

"**Supplier Employees**" means any employee, worker, officer, agent or any other person whatsoever acting for or on behalf of the Supplier or otherwise under the Supplier's control and direction (including but not limited to sub-contractors, contractors and agency personnel);

"**Supplier Software**" means the software (including any modifications or improvements thereto) owned by the Supplier and provided to the Customer as set out in a Order (and which shall not include any Third Party Software), including all documentation relating to such software;

"**Support Services**" means the support services (if any) to be provided by the Supplier to the Customer as further described in a Order and / or the Supplier Support Handbook;

"**Supplier Support Handbook**" means the description of the Support Services, including the Service Levels, made available by the Supplier in connection with the Services;

"**Term**" has the meaning given to it in clause 3.1;

"**Third Party Software**" means software in which the Intellectual Property Rights are owned by a third party (together with any modifications or enhancements) and which is made available to the Customer as set out in a Order (including any Open Source Software), including all documentation relating to such software;

"**Working Days**" means Monday to Friday (inclusive) but excluding (i) days that are public holidays in England and (ii) the Supplier's annual holiday (being such date as the Supplier may determine from time to time with reasonable advance notice); and

1.2   Headings are included in this agreement for ease of reference only and shall not affect the interpretation or construction of this agreement.

1.3   A reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.4   References to "**persons**" are to individuals, bodies corporate, firms, other unincorporated associations and governmental or supra-national authorities.

1.5   References to "**including**", "**includes**" and "**in particular**" are illustrative and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression "**without limitation**".

1.6   If there is any inconsistency between the main body of this agreement, the schedules and any document attached to it or otherwise incorporated into this agreement, the order of priority for the purposes of construction is as set out in the following descending order:

(a)   clauses 1 to 21;

(b)   the schedules; and

(c)   any other document incorporated by reference.

2.   Overview

2.1   Throughout the Term, the Customer may request, and the Supplier may agree to provide Software and Services, in accordance with an agreed Order. The parties shall work together to discuss and agree the terms of each new Order. For the avoidance of doubt, no Order shall be binding until fully executed by both parties.

2.2   Each Order shall, once signed, will be subject to this agreement and subject to its terms.

2.3   Any order forms or other correspondence that the parties may use for the fulfilment of ordering any Software or Services or otherwise for administering this agreement will be for administrative convenience only and any terms and conditions included in such forms will have no effect and will not modify this agreement (even if such forms state otherwise).

2.4 The parties shall complete all sections of the Order and provide all information (as applicable) as set out in the instructions contained in the Order.

2.5 The Supplier will not be required to commence provision of any Software or Services, without a Order duly completed for or on behalf of the Customer.

2.6 Each Order shall set out a description of the Software and any applicable Services.

3. Term

3.1 This agreement shall take effect as of the Effective Date and, unless terminated earlier in accordance with the terms of this agreement, shall continue in force for the Term stated within the applicable Order (the "**Term**"). ..

4. Provision of Services

4.1 The Supplier shall use its reasonable endeavours to perform the Services and provide the Software in accordance with any dates specified for such performance in each Order. Services which do not have specified dates for completion shall be provided by the Supplier as soon as reasonably practicable or as agreed in writing with the Customer.

4.2 The Customer shall perform or procure the performance of the Customer Dependencies in accordance with the dates specified in each Order, and otherwise to ensure the Supplier is not delayed from performing its obligations in accordance with this agreement and each Order.

4.3 Each party shall keep the other fully informed of any delay or likely delay in the performance of its obligation under this agreement or the applicable Order.

4.4 To the extent that the Customer's delay or failure to comply with a Customer Dependency does or may cause the Supplier to miss any timeframe for the performance of an obligation or to not comply with any Service Level, the Supplier shall be entitled to:

(a) an extension of time equivalent to the delay caused by the failure of the Customer Dependency;

(b) treat the Service Level as achieved; and / or

(c) charge the Customer its reasonable expenses incurred as a result of the failure of the Customer Dependency,

in each case as applicable.

5. Service Levels

5.1 Service Levels are as detailed in the Supplier Support Handbook.

6. Governance

6.1 On a quarterly basis, the Supplier shall provide the Customer with the following reports:

(a) a Service Level report setting out details of the Supplier's performance as against each of the Service Levels during the previous quarter; and

(b)   any other reports specified in a Order.

7. Intellectual Property Rights Ownership

7.1   All Intellectual Property Rights belonging to a party prior to the signing of this agreement shall remain vested in that party or its Affiliates, as appropriate.

7.2   The Supplier shall retain ownership of all Intellectual Property Rights in the Supplier Software (which shall include all modifications or improvements to the Supplier Software including where based on or arising out of any Service Data and all Supplier pre-existing materials). Subject to payment of the Charges, the Supplier grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence for the duration of the applicable Order term to use the Software and Services for Customer's internal business operations, and such specific purposes as may be set out in the applicable Order (and subject to any further restrictions as may be set out in the Order).

7.3   <u>Ownership and licence of data</u>.

(a)   All Intellectual Property Rights in the Customer Data and the Service Data shall vest in the Customer upon their creation absolutely and the Supplier shall obtain no rights, title and interest in the Customer Data and Service Data whatsoever, except as set out in this agreement.

(b)   The Customer grants the Supplier a licence to use:

    i.   the Customer Data solely for the purposes of providing the Services under this agreement and/ or any Order; and

    ii.   the Service Data solely for the purpose of improving the Services provided under this agreement and / or any Order for the benefit of the Customer and any other customer of the Supplier,

and the foregoing licences shall terminate upon completion of the Services and the Supplier shall promptly delete or return to the Customer all Customer Data and Service Data then in its possession or control.

7.4   Subject to clauses 7.5 and 7.7, the Supplier shall indemnify the Customer and its respective officers, directors, partners, employees, agents, sub-contractors and contractors (the "**Customer Connected Entities**") against all costs awarded in final settlement of any claims by a third party against the Customer and the Customer Connected Entities that the provision of the Supplier Software and / or the Services infringe a third party's Intellectual Property Rights (other than where such claim arises out of any incorporation or use of the Service Data).

7.5   The indemnity set out in clause 7.4 shall not apply to the extent any such claim arises as a result of (i) the provision of Customer Data or other materials provided or made available to the Supplier in connection with the delivery of the Services or the Software or this agreement by or on behalf of the Customer; (ii) the modification of any Software by or on behalf of the Customer; or (iii) the use of the Software or Services other than as permitted under this agreement or any Order.

7.6   The Customer shall indemnify the Supplier and its respective officers, directors, partners, employees, agents, sub-contractors and contractors (the "**Supplier Connected Entities**") against all losses arising from or incurred out of or in relation to any claims or allegations by a third party against the Supplier and the Supplier Connected Entities: (i) related to the Customer's or any authorised user's violation of this Agreement or any Marketplace terms; or (ii) that any Customer Data or materials provided by or on behalf

of the Customer under this agreement and/ or any Order infringes or is likely to infringe a third party's Intellectual Property Rights.

7.7   In the event of a claim pursuant to clause 7.4 or clause 7.6:

(a)   the party indemnified and claiming under the relevant indemnity ("**Indemnified Party**") shall as soon as reasonably practicable give to the party which has given the indemnity or has the obligation to defend the relevant claim (as the case may be) (the "**Indemnifier**") written notice of the claim against which the Indemnified Party is claiming to be indemnified and all details of the claim from time to time in the knowledge or possession of the Indemnified Party;

(b)   the Indemnifier shall, at its own cost and expense, be entitled to control the defence of the claim and any related proceedings or settlement negotiations, provided that:

   i.   the Indemnifier shall conduct such litigation with due diligence and propriety and in such a way as not to bring the reputation or good name of the Indemnified Party into disrepute. In this regard, it will take into account and action any reasonable comments made by the Indemnified Party in relation to the conduct and/or settlement of the litigation;

   ii.   the Indemnified Party shall use all reasonable endeavours to mitigate any claims;

   iii.   the Indemnifier shall keep the Indemnified Party informed in writing at all times of material developments in the litigation or negotiations;

   iv.   the Indemnifier shall not make any admissions or otherwise take or fail to take any action which would be prejudicial to any Indemnified Party; and

   v.   at the cost and expense of the Indemnifier, the Indemnified Party shall take all reasonable steps to co-operate with the Indemnifier in the defence of such claim, proceedings or negotiations.

8.   Charges

8.1   Microsoft will invoice and charge the Customer on behalf of the Supplier under the terms of the [Microsoft Commercial Marketplace Terms of Use](#) and applicable Order.

9.   Limitations of Liability

9.1   Neither party excludes or limits liability to the other party in respect of:

(a)   death or personal injury caused by its negligence as defined by the Unfair Contract Terms Act 1977;

(b)   any fraudulent pre-contractual misrepresentations made by it on which the other party can be shown to have relied or other fraud or fraudulent misrepresentations;

(c)   any other liability arising out of or in connection with this agreement which cannot be excluded or restricted by law;

(d)   clauses 7.4 or 7.6 (Intellectual Property Rights Ownership), as applicable; or

(e)   the payment of the Charges due under this Agreement.

9.2   Subject to clause 9.1, neither party shall be liable for:

(a)   any indirect, consequential or special loss; or

(b)   any loss of profit, loss of business or contracts, lost production or operation time, loss of or corruption to data, loss of goodwill or anticipated savings,

however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 9.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).

9.3   Subject to clauses 9.1 and 9.2, the Supplier's aggregate liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this agreement and/ or any Order in any Contract Year shall in no event exceed the amount of the Charges paid or payable under the applicable Order in respect of such Contract Year, where a 'Contract Year' means each period of twelve (12) months commencing on the date the first Order is executed.

10.   Termination

10.1   Termination of this agreement shall terminate each Order in force on the date of termination.

10.2   Either party may terminate this agreement on immediate written notice if there are no current Orders.

10.3   Termination for Cause

(a)   Without prejudice to any other rights or remedies it may have, either party may on giving no less than thirty (30) days written notice to the other party, terminate this agreement in whole:

    i.   if the other party commits a material breach in respect of this agreement which:

        (i)   is not capable of remedy; or

        (ii)   is capable of remedy but is not remedied within such thirty (30) day period (in which case the agreement shall terminate upon the expiry of the thirty (30) days' notice without further notice being required);

    ii.   if the other party undergoes an Insolvency Event (unless prevented from terminating in accordance with Applicable Law); or

    iii.   pursuant to clause 18.5.

10.4   Accrued Rights

Termination of this agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.

10.5   Survival of Terms

The provisions of clauses 7, 9, 11, this 10.5, 14, and 21 and any other clauses which by their nature continue shall survive termination or expiry of this agreement, however and whenever occurring.

11.   Consequences of Termination

11.1   Within 90 days after the date of termination or expiry of this agreement and/ or any Order (or upon request by the Customer at any other time) the Supplier shall:

(a)   if requested to do so, return to the Customer all of the Customer's Confidential Information and the Customer Data (including all copies and extracts) and all other property of the Customer (whether tangible or intangible) in its possession or control; and

(b)   if requested to do so, destroy or permanently erase (if technically possible) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any of the Customer's Confidential Information and/ or the Customer Data;

but excluding in either case (i) data required for the defence of actual or anticipated disputes, and/or (ii) any data incidentally contained in emails or in archived files, which shall in any event remain subject to the obligations of confidentiality set out herein).

12.   General Obligations and Compliance

General Obligations of the Supplier

12.1   The Supplier warrants that:

(a)   the Supplier is a company duly incorporated, validly existing and in good standing under the laws of England and Wales and that this agreement is executed by duly authorised representatives of the Supplier;

(b)   the Supplier Employees are appropriately experienced, trained and capable of performing the Services in accordance with this agreement and the applicable Order(s); and

(c)   as at the date of this agreement, the Supplier is not subject to any Insolvency Event.

12.2   The Supplier shall ensure that:

(a)   the performance of its obligations under this agreement shall comply with all Applicable Law; and

(b)   it has, and shall continue to have for the duration of this agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents and all necessary Intellectual Property Rights to enter into and to perform this agreement and to supply the Software and the Services..

General Obligations of the Customer

12.3   The Customer warrants that:

(a) the Customer is a company duly incorporated, validly existing and in good standing under the laws of England and Wales and that this agreement is executed by duly authorised representatives of the Customer;

(b) the Customer has, and shall continue to have for the duration of this agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents and all necessary Intellectual Property Rights to enter into and to perform its obligations under this agreement;

(c) the Customer has the right to provide to the Supplier the information and materials it provides under this agreement, and to allow the Supplier to incorporate those into the Services as may be required;

(d) there are no material outstanding litigation, arbitration or other disputed matters to which the Customer is a party which may have a material adverse effect upon the Customer's ability to receive and implement the Software, or the Services or to fulfil the Customer's liabilities, responsibilities and obligations including all Customer Dependencies pursuant to this agreement; and

(e) as at the date of this agreement, the Customer is not subject to any Insolvency Event.

12.4 The Customer acknowledges and agrees that it is responsible for complying with all applicable law in the operation of its business, and the Supplier's provision of the Software and / or the Services, in accordance with this agreement does not place any responsibility on the Supplier for Customer's compliance with any applicable laws.

13. Insurance

13.1 The Supplier warrants that it has taken out and undertakes to maintain appropriate insurance cover with a reputable insurance company against its liabilities and indemnities that may arise under this agreement.

13.2 The Supplier shall, to the extent permitted by the insurance conditions, provide to the Customer upon written request, but no more than once in any 12-month period, details of any of the insurance cover that it is obliged to have and maintain under clause 13.1.

14. Confidentiality

14.1 The Customer and the Supplier shall each:

(a) keep all Confidential Information given by one party (the "**Disclosing Party**") to the other party (the "**Recipient**") or otherwise obtained by the Recipient confidential; and

(b) not (except as expressly permitted) disclose the Confidential Information to any third parties, make copies of material containing the Confidential Information or otherwise use the Confidential Information.

14.2 Subject to clauses 14.3 and 14.4, the Recipient may only use, disclose and copy the Disclosing Party's Confidential Information to the extent necessary:

(a) to comply with its obligations under this agreement; and

(b)   to enable the Recipient to exercise its rights under this agreement (including to receive and use the Software and Services).

14.3   The Supplier may disclose the Customer's Confidential Information to:

(a)   the Supplier Employees and / or professional advisers, on a 'need to know' basis and then only for the purpose identified in clause 14.2;

(b)   any actual or potential investor in the Supplier's business (provided that such disclosure includes only the terms of this agreement and does not include any Customer Data); and

(c)   any other person with the prior written consent of the Customer (and such consent may be subject to such conditions as the Customer reasonably requires).

14.4   Nothing in this agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that the:

(a)   information has been placed in the public domain otherwise than due to a default of the party;

(b)   disclosure is expressly required by Applicable Law, but the party must use its best efforts to minimise any such disclosure;

(c)   information has been independently developed by the party without reference to the Confidential Information of the other party; or

(d)   other party has approved in writing the particular use or disclosure of the Confidential Information.

14.5   The parties acknowledge that each party will be entitled to equitable relief against the other (in addition to any other rights available under this agreement or at law) if any party breaches any of its obligations under this clause 14.

14.6   The obligations with respect to Confidential Information disclosed under this agreement will survive termination and expiry of this agreement and will continue for as long as the information remains confidential.

15.   **Data Protection**

15.1   Each party shall:

(a)   at all times during the term of this agreement, comply with the Data Protection Legislation; and

(b)   to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this agreement, or ensure that it shall have satisfied itself that it has legitimate business interests within the provisions of the Data Protection Legislation to use, collect and process any personal data.

15.2   In this clause 15, the terms "**personal data**", "**process**" and "**processor**" shall have the meanings given in the applicable Data Protection Legislation. The parties acknowledge that the types of personal data processed pursuant to this agreement (including the subject matter, duration, nature and purpose of the processing and the categories of

data subject) shall be set out in the appropriate Order. In relation to all personal data provided or made available to the Supplier by or on behalf of the Customer, the Supplier:

(a)   acknowledges that, as between the parties, it acts only as a processor;

(b)   shall only process such personal data in accordance with this agreement and the Customer's instructions issued from time to time;

(c)   shall immediately inform the Customer if, in the Supplier's opinion, any instructions given to it by the Customer in relation to the processing of such personal data under this agreement infringe any Data Protection Legislation;

(d)   shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure:

(i)   the protection of the rights of the relevant data subjects; and

(ii)   a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Supplier pursuant to this agreement;

(e)   shall take reasonable steps to ensure the reliability of its personnel who have access to any such personal data and ensure that such personal data shall only be accessible by its personnel to the extent they need to know or require access for the purpose of properly performing their duties in relation to this agreement and who, where relevant, understand the confidentiality of such personal data (and who are contractually bound to maintain its confidentiality);

(f)   may engage any sub-processor(s) provided that the Supplier shall ensure there are adequate contractual or other assurances in place to enable each party to comply with the requirements of the Data Protection Legislation (and such measures shall where applicable be specified in the Order) in respect to any transfers of personal data. On request the Supplier can provide to the Customer a list of sub-processors engaged in the Services;

(g)   shall notify the Customer without undue delay of any breach of the provisions of this clause 15 and provide assistance to the Customer in respect of any such breach;

(h)   shall provide timely cooperation and assistance to the Customer in ensuring compliance with:

(i)   the Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation, including by promptly notifying the Customer of each subject access request the Supplier receives;

(ii)   the Customer's obligations set out under Articles 32 – 36 of the GDPR to:

(A) ensure the security of the processing;

(B) notify the relevant supervisory authority and any data subjects, where relevant, of any personal data breach;

(C) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of personal data; and

(D) consult the DP Regulator prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk; and

(i) shall make available to the Customer all information reasonably required by the Customer to demonstrate the Supplier's compliance with its obligations set out in this clause 15 and allow and participate in any data protection audits and inspections conducted by the Customer or another auditor mandated by the Customer.

16. Publicity

16.1 The Customer shall use commercially reasonable efforts to promote and market the Software and Services provided by the Supplier within their network. The Customer shall at all times identify the Supplier as providing the Software and Services, which include but are not limited to intelligence-drive authentication, behavioural biometrics technology, device, location and telecommunications recognition. The Customer also grants the Supplier the right to disclose that the Supplier is a vendor of Customer including the right to display the Customer's logo and general details of the Services provided to the Customer on the Supplier's website and in any promotional, marketing, sales, or advertising programs.

16.2 A party shall not acquire any proprietary right, licence or interest in any of the items of the other party referred to in clause 16.1.

16.3 Within a reasonable period after the Effective Date, the parties shall use their reasonable endeavours to agree the content and timing of a joint press release.

17. Security

17.1 Each party shall comply with their respective obligations under the Security Policy. For the avoidance of doubt, the Supplier shall comply with its obligations under the Security Policy in respect of its handling and processing of Customer Data.

18. General provisions

18.1 Sub-contracting. The Supplier may appoint sub-contractors for the provision or performance of any or all of its obligations under this agreement. The Supplier shall remain liable for such obligations and responsibilities under this agreement.

18.2 Relationship of the parties. Nothing in this agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Customer and the Supplier and neither party shall have any authority to act on behalf of the other nor to bind the other in any way, except as expressly permitted by the provisions of this agreement.

18.3 Severability. If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance, the parties shall negotiate in good faith

with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

18.4 <u>Variations</u>. No variation or alteration of this agreement shall be effective unless in writing and signed by an authorised representative of each of the parties.

18.5 <u>Force Majuere</u>. No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to an Event of Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Event of Force Majeure. An Event of Force Majeure affecting the Customer shall not relieve the Customer of its obligation to pay the Charges. If any Event of Force Majeure affecting the Supplier subsists for a period of six (6) months or more, the Customer may terminate this agreement on written notice with immediate effect without any cost or liability whatsoever.

18.6 <u>Waiver</u>. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.7 <u>Suspension.</u> Supplier may suspend use of the Offering without terminating this Agreement during any period of breach by the Customer or Microsoft. The Supplier will give Customer reasonable notice before suspending the Offering. Suspension will only be to the extent reasonably necessary.

18.8 <u>Entire agreement</u>. This agreement constitutes the entire understanding between the parties relating to the subject matter of this agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings (whether in either case oral or written) with respect hereto, except in respect of any fraudulent misrepresentation made by a party.

18.9 Except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this agreement) in entering into this agreement.

19. Prevention of Corruption

19.1 Each party shall:

    (a)   comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

    (b)   have and maintain in place throughout the Term its own policies and procedures, to ensure compliance with the Relevant Requirements, and enforce them as they deem appropriate;

    (c)   promptly report to the other party any request or demand received by a party in connection with the performance of this agreement and/ or any Order to offer, promise or give any undue financial or other advantage of any kind; and

(d) promptly notify the other party if it or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements or any violation (suspected or actual) of any policies or procedures under this clause.

19.2 Each party represents and warrants that:

(a) it nor its officers or employees have been convicted of any offence under the Relevant Requirements; and

(b) as at the date of this agreement, no charges relating to bribery or corruption have been brought against it or any person engaged by it.

20. Notices

20.1 Any notice under this agreement shall be given or made by post in a first class prepaid letter, courier or by hand, addressed to the other party at its registered address (or such other address as it may have notified from time to time) and, if that letter is not returned as being undelivered, that notice shall be deemed to have been given or made:

(a) for a letter, at 9.00 a.m. on the third Working Day after the date of posting; or

(b) upon delivery if served by hand or by courier.

21. Governing law and jurisdiction

21.1 This agreement shall be governed by and construed in accordance with English law.

21.2 The parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or disagreement arising out of or in connection with this agreement.

SCHEDULE 1 ORDER SPECIFIC TERMS

These Order Specific Terms supplement any terms contained in this Agreement and any Order. Any terms used in this Order but not defined shall have the meaning ascribed to such term in the agreement.

1.   Software and Services

1.1   *SaaS Services*

The Supplier will provide the following SaaS Services, further described in Appendix 1 to these Order Terms:

- Callsign One;

The Supplier will provide SaaS Services for the Customer to access functionality through a documented API and/or web-based user interface via the Internet or other mutually agreed connectivity. The Supplier may use a combination of hosting services, Supplier Software, Third Party Software and other components during its performance of the SaaS Service.

1.2   *Supplier Software*

Subject to Clause 7.2 Intellectual Property Rights Ownership of the Agreement, the Supplier grants the Customer a license for the term of the Order to use the following Supplier Software described in Appendix 2 only for the functionality necessary to make use of the SaaS Services listed in paragraph 1.1:

- Callsign Web SDK

1.3   *Third Party Software*

Open Source Software will be used as part of the SaaS Services or delivered as part of the Supplier Software, respectively. The Supplier may update the Open-Source Software used from time-to-time. Without prejudice to the Customer's other rights and remedies, the Supplier will provide details of Third-Party Software to the Customer on request from time to time.

1.4   *Support Services*

The Supplier will provide Support Services for SaaS Services and Supplier Software. The Supplier will provide Support Services for Third Party Software when delivered as part of Supplier Software. Details of the Support Services are set out the Supplier Support Handbook.

2.   Charges

The Charges are as defined in the Marketplace listing and any applicable Order.

3.   Service Levels

The Supplier shall provide the Software Support Services in accordance with the service levels set out in the Supplier Support Handbook.

4. Processing of Personal Data

4.1 *Subject Matter*

Customer Personal Data

4.2 *Duration*

The Term of the Order

4.3 *Nature/Purpose of processing*

Operation of authentication and fraud services

4.4 *Type of Personal Data + Categories of Personal Data*

The Customer Data Processed may include some or all of the following attributes:

- Registration & Onboarding Data
- Colleague Registration Data
- Usage Data
- Authentication Data
- User ID or identifier
- Session ID
- IP address
- Device
- Location
- Behavioural (special category data)
- Technical device information
- Transactional information
- Transaction value
- Merchant and or beneficiary name
- Application Data
- Platform Data
- Usage Data
- User Financial Data
- User Bank Account Name and Bank Account details
- Payment Details (Payment Value, Currency, Payment reference)
- Payer Details (Account Name and Bank Account details)

4.5 *Data Processing Locations*

Callsign will process your data (including transfer, access and hosting) from the following locations:

- European Union
- United Kingdom
- United Arab Emirates
- United States

We reserve the right to process your data in other locations and countries in order to provide the services. A list of these locations can be provided on request.

5. Customer Dependencies

5.1 The Customer will work with the Supplier in good faith to provide all reasonable assistance and resources (e.g. people, technical & physical) required to ensure the smooth running of the project to install and integrate the software and thereafter to support and maintain the software provided as part of the Service.

5.2 The Customer's staff shall carry out the basic troubleshooting detailed in Supplier's documentation, website and knowledge base according to the training they have undertaken prior to contacting Supplier for assistance to resolve an incident.

5.3 The Customer is required to maintain its own back-ups of all Customer Data in all environments.

5.4 The Customer is required to take all reasonable steps to provide diagnostic information related to the Services. These must be readily consumable logs from the correct systems that accurately identify relevant Supplier held diagnostic information about the SaaS Services and Supplier Software (as opposed to logs from infrastructure issues or internal systems with internal nomenclature).

5.5 The Customer will not make any modifications or enhancements to the Software without the prior written consent of Supplier. For the avoidance of doubt, any configuration of the software or change to the applicable policies will not be considered to be a modification or enhancement and will be permissible by the Customer without Supplier's written consent.

5.6 Customer shall provide security information to support the migration to pre-production and production. This comprises the IP range(s) in CIDR notation, and the Customer certificate(s) Customer will use for mutual TLS in PEM format.

5.7 If Customer engages any third party to integrate Supplier's products, software or Services with any other product, software or service, Customer is responsible for ensuring such product, software or service is certified in accordance with all applicable industry-standard processes and Customer agrees they may need to have third party ongoing integration support following 'go live' in respect of any software releases or bug fixes made available by Supplier.

5.8 Any further dependencies as detailed in the Supplier Support and Maintenance Handbook.

5.9 The Customer is required to provide timely and accurate fraud label information through the designated interface of the SaaS Service, to enable the Supplier to maintain the performance of the SaaS Service. The Customer shall ensure that 'Transaction' outcomes are labelled (via Labelling API) in line with the High-Level Design (i.e. Allow, Deny, Genuine, Fraud) to preserve the performance of machine learning models and profiles. The Supplier is not responsible for issues or performance degradation caused by incorrect or missing fraud label information, and will not provide Services in relation to such issues.

5.10 The Customer is required to provide the required additional transaction data to the SaaS Services as defined in the specifications for each SaaS Service, including currency, amount, and account information for the transaction.

APPENDIX 1 TO ORDER SPECIFIC TERMS

SaaS Services

1.   Callsign One

1.1   Callsign One enables identity protection by providing a predictive identity score that can be used by the Customer to identify legitimate returning users at point of login on the Web channel.

1.2   This is achieved utilising data collected by the Web SDK during the user interaction:

- Keystroke pattern analysis on credential typing behaviour
- Threat detection via replay attack and BOT detection
- Fingerprints for devices via persistent and non-persistent methods parsed through proprietary match and distance algorithms
- Threat detection via device spoofing and network anomaly detection
- Location across a variety of methods including IP based geo-mapping and GPS collection
- Location threat detection, velocity detection and anonymiser detection
- Location clustering logic drives confidence values in known user location patterns.

1.3   The data used for the identification of legitimate returning customers is provided to Callsign One service through one of the following methods, depending on the data item:

(a)   Collection during the user interaction by the Callsign Web SDK

(b)   Provided by the Customer through the API specified in paragraph 1.4 of this Appendix 1

1.4   Callsign One provides the following APIs for the Customer:

(a)   Process API: Individual (per transaction) identity model scores, and intelligently weighted overall scores (scale of 0-1) are made available to the Customer. Included in the response are business-level descriptions explaining the reasons of the scores and/or notable signals observed where applicable.

(b)   Label API: Callsign One models are predominantly supervised machine learning models. This technique requires that the models receive feedback – in the form of labels – which help the models to learn patterns (a.k.a. train or training). In short, the Label API achieves the following use cases:

Callsign One is licenced for the digital login journey on the Web channel only.

APPENDIX 2 TO ORDER SPECIFIC TERMS

Supplier Software

1.   Callsign Web SDK

1.1   The Web SDK provides features described below for compatible browsers, which includes data collection for Callsign OneThe data collected by the Web SDK includes:

- device data,
- location data,
- user behaviour data from targeted credential input forms for establishing behaviour or memorised credentials,

1.1   The Web SDK supports the most recent version of the following browsers:

- Microsoft Edge
- Chrome
- Safari
- Mozilla Firefox

The list of supported browser versions may be amended by the Supplier from time-to-time, as new browser versions are released.