

DATED

(1) DIGITAL LABS TECHNOLOGIES LTD

(2) CUSTOMER

MASTER SUBSCRIPTION AGREEMENT

DATE: XXXXXXXX

Welcome to Carbon Labs. Please read the terms and conditions of this Master Subscription Agreement (this "**Agreement**") carefully. Once accepted they form a contract ("**Contract**") between you and Digital Labs (Technologies) Limited, trading as Carbon Labs, a company registered in England and Wales (company number 09128515), whose registered address is 31-33, Albion Street, Hanley, Stoke on Trent, ST1 1 QF ("**Carbon Labs**", "**we**", "**us**", or "**our**") that governs your access and use of the Carbon Labs Services.

This Agreement governs your acquisition and use of our Services.

If you register for Beta Services , a trial for our Services or a Proof of Concept, the applicable provisions of this Agreement will also govern those Beta Services, that trial or the Proof of Concept.

By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this Agreement, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms, you must not accept this Agreement and may not use the Services.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

DEFINITIONS

"Acceptable Use Policy" means our Acceptable Use Policy as may be updated from time to time and made available at [Insert Link].

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Beta Services**" means Carbon Labs services or functionality that may be made available to you to try at your option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description and excludes a Proof of Concept.

"**Cloud Services**" means the cloud service offerings as further described in the Documentation and on the Order Form.

"**Content**" means information obtained by Carbon Labs from publicly available sources or third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Commencement Date**" means the start date that the agreed Services are commissioned and available for use. This date may be later than the date when the Order was placed or signed

"**Data Protection Legislation**" means the General Data Protection Regulation (Regulation (EU) 2016/679), the ePrivacy Regulation repealing Directive 2002/58EC (once applicable) and all laws and

regulations applicable to the relevant party relating to the processing of Personal Data under or in relation to the Agreement, and the equivalent of any of the foregoing in any relevant jurisdiction.

“Documentation” means the applicable Service’s Trust and Compliance documentation, and its usage guides and policies, as updated by us from time to time. **“Fees”** the fees payable under this Agreement as set out on an accepted Order Form. **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalogue or marketplace of applications that interoperate with the Service.

“Non-Carbon Labs Application” means a web-based, mobile, offline or other software application functionality that is provided by you or a third party and interoperates with a Service, including, for example, an application that is developed by or for you, is listed on a Marketplace, or is identified as Carbon Labs or by a similar designation.

“Order Form” means an ordering document or online order specifying the Services to be provided on the terms of this Agreement that is entered into between you and us or any of your Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Personal Data”, **“Data Subject”**, **“Controller”**, **“Processor”** and **“Process”** shall be interpreted in accordance with applicable Data Protection Legislation.

“Personal Data Breach” means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

“Privacy Policy” means our policy setting out how we process personal data.

“Professional Services” means the installation, configuration or other professional services described and identified in the Order Form. **“Services”** means the products and services that are ordered by you under an Order Form, and made available online by us, including associated Carbon Labs offline or mobile components, as described in the Documentation. **“Services”** exclude Content and Non-Carbon Labs Applications. **“Standard Support”** means our standard level of support in connection with our Services,

“Upgraded Support” means our enhanced support offering in connection with our Services, which is provided subject to the payment of the applicable Fee, as more particularly described in Annex 1.

“User” means an individual who is authorised by you to use a Service, for whom you have purchased a subscription (or in the case of any Beta Services or other Services provided by us without charge, for whom a Service has been provisioned), and to whom you (or, when applicable, us at your request) have supplied a user identification and password (for Services utilising authentication). Users may include, for example, your employees, consultants, contractors and agents, and third parties with which you transact business.

“Your Data” means electronic data and information submitted by or for you to the Services, excluding Content and Non-Carbon Labs Applications, which may include third party data, including personal data and sensitive personal data.

1. COMMENCEMENT

1.1 The Services shall commence and charges shall accrue from the Commencement Date on the Customer Order Form

2. PROOF OF CONCEPT

2.1 If we offer to you and you accept a Proof of Concept (“Proof of Concept” or POC) of certain Services, we will make the applicable Services available to you free of charge until the end of the POC. Unless you notify us in writing at least two (2) weeks before the end of the POC that you do not wish to

continue with the use of the Services, the Subscription Period will start immediately thereafter without the need for any further formality.

2.2 We may notify you of additional terms and conditions applicable to a POC and you accept such terms and conditions shall be legally binding. You agree and acknowledge that all Your Data may be deleted at the end of a POC unless you purchase or have purchased a paid version of the applicable Services. You are solely responsible for exporting any of Your Data before the end of the POC or Your Data may be permanently lost. You agree and acknowledge during a POC any Services are provided “as-is” and without any warranty and may at its sole discretion terminate a free trial at any time. Where a POC is being run, the applicable provisions of this Agreement will also govern that POC.

3. OUR RESPONSIBILITIES

3.1 Provision of Services. Subject to the payment of the applicable Fees, we will: (a) make the Services available to you pursuant to this Agreement and the applicable Order Forms; (b) provide applicable Carbon Labs Standard Support for the Services at no additional charge, and/or Upgraded Support if purchased by you; (c) perform Professional Services specified on an Order Form.

3.2. Our Personnel. We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified herein.

3.3. Beta Services. From time to time, we may make Beta Services available to you. You may choose to try such Beta Services or not in your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under this Agreement, however, all restrictions, our reservation of rights and your obligations concerning the Services, and use of any related Non-Carbon Labs Applications and Content, shall apply equally to your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of 3 months from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. We will have no liability for any loss, harm or damage arising out of or in connection with a Beta Service.

3.4 Instalments. We may provision the Services in stages as stated in the Statement Of Work. Each stage will be a separate Contract and no cancellation or termination of any one Contract relating to a stage will entitle the Customer to repudiate or cancel any other Contract or stage. Each separate stage will be invoiced and paid for in accordance with the provisions of the Contract.

4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation: (a) Access to Services are purchased as subscriptions for the number of Users specified in the Order Form. Subscriptions commence on the date on which you pay the applicable Fee and continue for the period of 60 months and thereafter automatically renew for successive [60] months periods (each a “Subscription Period”) unless either party gives the other not less than [INSERT] prior written notice not to so renew; (b) additional Users may be added to your subscription at any time for the remainder of your current Subscription Period at the same pricing as the underlying subscription pricing, prorated for the portion of that Subscription Period remaining; (c) Fees are based on the subscription that you have

chosen regardless of your actual use, provided that in the event that your use exceeds your subscription options we may charge you additional sums on a pro-rated basis for any such excesses.

4.2 Fair Use Policy. Certain aspects of the Services have specific limits on the volume of data stored as described in the Order Form and as further defined in the Documentation. In the event you exceed such limits in an applicable period, we will invoice you for the excess use in accordance with the Order Form. The total invoiced amount will be calculated as set out in the Order Form and Documentation. The invoice will be issued in the month following the applicable period. Such amounts are due in accordance with the Agreement.

4.3 User Limits. Unless otherwise specified: (a) the Service may not be accessed by more than the number of Users for which you have purchased a subscription; (b) a User's password may not be shared with any other individual; and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service. If you exceed the specified User limit, we may, at our discretion, work with you to seek to reduce your usage so that your User numbers conform to that limit. If you are unable or unwilling to abide by your User limit, you will execute an Order Form for additional Users promptly upon our request, and/or pay any invoice for excess usage in accordance with clause 5.

4.4 Right to Audit. You further agree to permit us to audit your use of the Services using technical and other means, including but not limited to embedding technology within the Services to monitor the use of the Services and User identification; and you will maintain a written, up to date list of current authorised Users and permit and cooperate with any audit by us of the use of the Services, with such an audit to be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business. If an audit undertaken by Us reveals that you have underpaid any fees which should have been paid in respect of the Services, then without prejudice to our other rights, you will pay to us an amount equal to such underpayment as calculated in accordance with our then prevailing charges.

5. YOUR RESPONSIBILITIES

5.1 You will: (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms; (b) be responsible for the accuracy, quality and legality of Your Data and the means by which you acquired your Data; (c) use commercially reasonable efforts to prevent unauthorised access to or use of Services, and notify us promptly of any suspected or actual unauthorised access or use; (d) use Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations; and (e) comply with terms of service of any Non-Carbon Labs Applications with which you use Services.

5.2 You will not: (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than you or Users, unless expressly stated otherwise in an Order Form or the Documentation; (b) sell, resell, supply, licence, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering; (c) modify, alter, adapt, translate, amend, incorporate, merge, or otherwise alter the Services or Content; (d) use a Service or Non-Carbon Labs Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use a Service or Non-Carbon Labs Application to store or transmit Malicious Code; (f) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein; (g) attempt to gain unauthorised access to any Service or Content or its related systems or networks; (h) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual

usage limit, or use any of our Services to access or use any of our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation; (i) copy or decrypt a Service or any part, feature, function or user interface thereof; (j) copy or decrypt Content except as permitted herein or in an Order Form or the Documentation; (k) frame or mirror any part of any Service or Content, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation; (l) access any Service or Content in order to build a competitive product or service or to benchmark with a Non-Carbon Labs product or service; (m) decompile, disassemble or reverse engineer any Service or Content; (n) remove, alter, or destroy from Services or Content any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in such Services or Content; or (o) access the Services other than through their published interface and only by means of human interaction and not programmatically, including through scrapers or spiders.

5.3 You will make available in a timely manner at no charge to us all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by us for the performance of the Services. You will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness, consistency and timeliness of all such data, materials and information you have supplied.

5.4 This Agreement grants an authorisation for you to access the Services and Content on a software-as-a-service basis and this is not a copyright licence; accordingly, the above restrictions are absolute and not subject to the exceptions set out in section 296A of the Copyright, Designs and Patents Act 1988.

5.5 Any use of the Services in breach of this Agreement, Documentation or Order Forms, by you or Users that in our judgment threatens the security, integrity or availability of our services, may result in us immediately suspending your rights of access to the Services, however we will use commercially reasonable efforts under the circumstances to provide you with notice and an opportunity to remedy such violation or threat prior to such suspension.

5.6 External-Facing Services. If you subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to you being solely responsible for complying with applicable law in your use of any cookies or other tracking technologies.

5.7 Removal of Content. If we are required by a licensor to remove Content, or receive information that Content provided to you may violate applicable law or third-party rights, we may so notify you and in such event you will promptly remove such Content from your systems. If we receive information that a Non-Carbon Labs Application hosted on a Service by you may violate our policies or applicable law or third-party rights, we may so notify you and in such event you will promptly disable such Non-Carbon Labs Application or modify the Non-Carbon Labs Application to resolve the potential violation. If you do not take required action in accordance with the above, we may disable the applicable Content, Service and/or Non-Carbon Labs Application until the potential violation is resolved.

5.8. Licence to Host Your Data and Applications. You grant us, our Affiliates and applicable contractors a worldwide, limited-term licence to host, copy, transmit and display Your Data, and any Non-Carbon Labs Applications and program code created by or for you using a Service or for use by you with the Services, as reasonably necessary for us to provide the Services in accordance with this Agreement. Subject to the limited licences granted herein, we acquire no right, title or interest from you or your licensors under this Agreement in or to any of Your Data, Non-Carbon Labs Application or such program code.

5.9. Licence to Use Feedback. You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into our and/or our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or Users relating to the operation of our or our Affiliates' services.

5.10 Acceptable Use Policy. In relation to the Services, you agree and undertake that (a) you will ensure that Users only access and use the Services and the Documentation in accordance with the Acceptable Use Policy and you will be responsible for any User's breach of this Agreement or the Acceptable Use Policy.

6. OTHER PROVIDERS

6.1. We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Carbon Labs Applications and implementation and other consulting services. Any acquisition by you of such products or services, and any exchange of data between you and any third party provider, product or service is solely between you and the applicable third party provider. We do not warrant or support Non-Carbon Labs Applications or other third party products or services, whether or not they are designated by us as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

6.2. Non-Carbon Labs Applications and Your Data. If you choose to use a Non-Carbon Labs Application with a Service, you grant us permission to allow the Non-Carbon Labs Application and its provider to access Your Data as required for the interoperation of that Non-Carbon Labs Application with the Service and any terms applicable to the Non-Carbon Labs Application. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-Carbon Labs Application or its provider.

6.3. Integration with Non-Carbon Labs Applications. The Services may contain features designed to interoperate with Non-Carbon Labs Applications. To use such features, you may be required to obtain access to such Non-Carbon Labs Applications from their providers, and may be required to grant us access to your account(s) on such Non-Carbon Labs Applications. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Carbon Labs Application ceases to make the Non-Carbon Labs Application available for interoperation with the corresponding Service features in a manner acceptable to us.

7. FEES AND PAYMENT FOR PURCHASED SERVICES

7.1 You shall pay us the Fee and other charges as set out in an accepted Order Form. For the avoidance of doubt, Fees are non-refundable and based on the total number of subscriptions purchased for the entire Subscription Period and not on actual usage.

7.2 We may increase the Fee during the Subscription Period to reflect increases in the cost of providing the Services. We will give you not less than one month's prior notice in writing of proposed changes. Any increase in the Fee due to an increase in third party costs, exchange rate fluctuations or RPI will automatically be deemed to be reasonable. **7.3** If you consider an increase in the Fee to be unreasonable, you can refer the matter to an independent expert mutually agreed by the parties ("Independent Expert"), who shall determine if the increase in the Fee is reasonable and if not to, determine the appropriate increase. Pending determination of the proposed increase to the Fee, the

Fee then in force shall continue to apply. Once the Independent Expert determines the appropriate increase, the new Fee shall be deemed to apply with immediate effect. Within one month of the appropriate increase being determined, you will pay us any outstanding sums due in respect of the Services together with any applicable VAT.

7.3 The Fee for subscription renewals will be increased by a maximum of [5%] greater than the Fee for the last year of the Subscription Period unless we notify you of different pricing at least 100 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription has been upgraded or downgraded from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

7.4 We shall invoice you in advance and all Fees and other sums due under this Agreement shall be payable within 30 days of the invoice date. Time for payment shall be of the essence.

7.5 All sums payable under this Agreement are exclusive of VAT and any other sales or similar taxes, customs duties, levies or similar charges, for which you shall be solely responsible.

7.6 If any sum due to us under this Agreement is not paid by the due date then (without prejudice to any other rights or remedies available to us), we reserve the right to (a) charge, and you agree to pay, interest on such sum on a day to day basis at the annual rate of 8 % above the base rate of the Bank of England from the date when payment became due until the date on which payment has been received (whether before or after any judgement) together with any interest which has accrued; and (b) condition any future provision of Services on payment terms shorter than those specified in clause 7.5 above.

7.7 If any Fees or other sums are owing by you under this or any other agreement between you and us is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorised us to charge to your credit card), we may, without limiting our other rights and remedies (a) accelerate your payment obligations so that all outstanding sums under all agreements become immediately due and payable; and (b) suspend our provision of Services to you until such amounts, together with any accrued interest, are paid in full. We will give you not less than 10 days' notice prior to suspending the Services.

7.8 We will not exercise our rights under clauses 7.7 or 7.8 above if you are disputing an invoice reasonably and in good faith and are cooperating diligently to resolve the dispute.

7.9 All amounts payable under this Agreement shall be paid in full without set off, deduction or other withholding of any amount which may be due to you. Should you be required by any law or regulation to make any deduction on account of tax or otherwise on any sum payable under this Agreement, the sum payable shall be increased by the amount of such tax to ensure that we receive a sum equal to the amount to be paid under this Agreement.

7.10 All Fees and other sums payable under this Agreement are non-refundable and non-transferable save where expressly stated.

7.11 We may at our sole discretion elect to suspend delivery of the Services so long as any sum due to it by you is in arrears. Any additional charges incurred by the consequent delay in delivering the Services shall be paid by the you.

7.12 Unless otherwise specified on a Statement of Work, work that is outside of Business Hours shall be charged at one and half times the rate specified on the Statement of Work.

7.13 Where you have booked time for scheduled or unscheduled work, and then subsequently cancel or delay that work whether temporarily or indefinitely, we may, at our sole discretion, recover all charges for said works. This applies to any work, whether planned to be performed remotely or onsite. The following cancellation charges shall immediately become due and payable by you to us

- Less than 2 Working Days written notice – 100% of charges.
- Less than 5 Working Days written notice – 50% of charges.

7.14 Future Functionality. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7.15 **Expenses.** You will reimburse us for travel and related expenses (a) as specifically stated in the applicable Order Form; or (b) for all actual, reasonable, necessary travel and related expenses incurred by us in performance of Professional Services.

8. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

8.1 We or our licensors retain all ownership and Intellectual Property Rights in and to the Services and Content. Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from the Services or Content to you and no rights to use any such Intellectual Property Rights are granted save as expressly stated in this Agreement and applicable Documentation.

8.2 If someone alleges or makes a claim against you that your use of the Services infringes their copyright, UK registered trademarks or patents registered in the UK on the date of this Agreement (“Infringement Claim”), we will indemnify you against all direct costs, claims, demands, expenses (including reasonable legal fees) and liabilities of whatever nature incurred by or awarded against you provided that: (a) you notify us promptly in writing of any such Infringement Claim, in any event not later than 5 days after you have received notice of the Infringement Claim, or sooner if required by applicable law; (b) you make no admission as to liability or agree any settlement of such Infringement Claim without our prior written consent; (c) you give us sole control of the defence and any settlement negotiations; (d) you give us all information, authority, and reasonable assistance that we need to defend against, negotiate or settle the Infringement Claim;

8.3 We shall have no liability for any Infringement Claim to the extent that such Infringement Claim (a) arises from possession, use, development, modification or operation of the Services or Content by you (or on your behalf) other than in accordance with the terms of this Agreement; (b) failure by you to take any corrective action directed by us; (iii) is based upon any item provided by you and incorporated into the Services at your request; or (iv) if you use a superseded or altered release of the Services or Content and the Infringement Claim could have been avoided by using the current or unaltered release of the Services or Content.

8.4 If we believe that any of our Services or the Content may have violated any third party Intellectual Property Rights, we may choose to either modify the Services or Content so that they become non-infringing, or obtain a licence to allow for continued use, or if these alternatives are not commercially reasonable, we may end your subscription for the applicable Services or Content and refund any pre-paid Fees that you have paid for it on a pro-rated basis. This section provides you with your exclusive remedy for any claim of any Intellectual Property Right infringement or damages.

8.5. **Transfer of Subscriptions.** Subscriptions are non-transferable without our prior written consent; such consent will not be unreasonably withheld. Where consent is granted, it shall be conditional on the new subscription being for a full Subscription Period.

9. CONFIDENTIALITY

9.1. **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorised by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, we may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-Carbon Labs Application Provider to the extent necessary to perform our obligations to you under this Agreement, under terms of confidentiality materially as protective as set forth herein.

9.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. DATA PROTECTION

10.1 We shall acquire no rights or interest in Your Data other than as expressly set out elsewhere in these Terms. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

10.2 Where we process Your Data on your behalf when performing our obligations under this Agreement and Your Data contains personal data (as defined in applicable data protection legislation), each we and you record our intention that you shall be the data controller and we shall be a data processor. Annex 1 to the Order Form sets out the subject-matter and duration of the Processing of Customer Personal Data, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects. The parties may amend Annex 1 from time to time by written agreement.

10.3 Each party shall comply with its obligations under applicable Data Protection Law. Except as required by applicable law, we shall Process your Personal Data only in accordance with the your documented instructions and shall not transfer your Personal Data outside of the European Economic Area without the your consent. For the avoidance of any doubt, any use of the Services by you shall constitute 'written instructions'. You warrant that you will not instruct us to Process Customer Personal Data where such Processing would be unlawful.

10.4 We will ensure that individuals engaged in the Processing of your Personal Data under the Agreement are subject to obligations of confidentiality in respect of such Personal Data. We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in Processing Customer Personal Data pursuant to an Agreement.

10.5 We may engage such other processors ("Sub Processors") as we consider reasonably appropriate for the Processing of Customer Personal Data in accordance with the terms of an Agreement (including in connection with support, maintenance and development and the use of third party data centres) provided that we will notify you of the addition or replacement of such Sub Processors and you may, on reasonable grounds, object to a Sub Processor by notifying us in writing within 5 days of receipt of notification, giving reasons for your objection. We and you agree to cooperate with each other to reach agreement on the engagement of Sub Processors. We will require all Sub Processors to enter into an agreement compatible with this clause and we shall remain responsible and liable for Sub Processors' acts and omissions. The current list of Sub Processors is set out in Annex 2.

10.6 In the event that any Data Subject exercises its rights under applicable Data Protection Law against the Customer, we will use reasonable commercial efforts to assist you in fulfilling your obligations as Controller following a written request from you. We may charge you on a time and materials basis in the event that we consider, in our reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.

10.7 Upon discovering a Personal Data Breach, we will notify you as soon as reasonably practicable and will assist you to the extent reasonably necessary in connection with notification to the applicable supervisory authority and Data Subjects, taking into account the nature of Processing and the information available to us.

10.8 In the event that you consider that the Processing of Personal Data performed pursuant to an Agreement requires a privacy impact assessment to be undertaken, following written request from you, we shall use reasonable commercial endeavours to provide relevant information and assistance to you to facilitate such privacy impact assessment. We may charge you for such assistance on a time and materials basis.

10.9 Unless otherwise required by applicable law, following termination or expiry of this Agreement we will, at the Customer's option, delete or return all of your Personal Data and all copies thereof to you.

10.10 Where requested by you, we will make available all information necessary to demonstrate our compliance with this clause and shall contribute to audits conducted by you or another auditor mandated by you.

10.11 As a convenience to you we will present a Privacy Policy to Users which they are required to accept prior to using the Services or Beta Services. It is your responsibility to review the Privacy Policy and ensure that it is sufficient for your needs and meets your requirements. We are not liable to you, Users or any of your customers should the Privacy Policy be unsuitable for your needs. Contact us to discuss any issues with this prior to the commencement of any Services.

11. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

11.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

11.2 We warrant that the Cloud Services will, when used in accordance with the Documentation, substantially operate as described in the applicable Documentation during the Subscription Period provided that the Cloud Services are otherwise provided "as is" and are provided "as available" without any guarantee as to availability or uptime and in particular we do not warrant that the Cloud Services will be uninterrupted or error free. We expressly disclaim all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers or arising due to the security of our Services being compromised due to reasons beyond our reasonable control. We give no guarantees or warranties as to the Content whether express or implied and shall have no liability to you in respect of Content or your use of it save as expressly stated in clause 8.

11.3 If during the Subscription Period, you notify us of any defect or default in the Cloud Services in consequence of which they fail to conform in a material way with the Documentation and such defect or fault does not result from any of the events set out in clause 11.6, we shall, at our option, repair or replace or re-perform the Cloud Services (or any defective part thereof). Any replacement or re-performance will be of the same or equivalent functionality as set out in the applicable Documentation. In the event that we cannot or do not wish to repair, replace or re-perform the Cloud Services then we may terminate this Agreement with immediate effect and shall refund to you any pre-paid Fees on a pro-rated basis.

11.4 The warranty given under clause 11.4 shall not apply if the Services are used other than as permitted under this Agreement or as set out in the applicable Documentation.

[Option 1

11.5 No warranty on Integration. Without limitation, We specifically deny any implied or express representation that (a) the Services will be fit to operate in conjunction with any hardware items, software products, or any of your records or systems [other than with those hardware items and software products that are identified in the Documentation as being compatible with the Services]. (b) that your hardware items, software products or any of your records or systems are fit for the Services and that any work required by us to resolve any issues on your hardware items, software products or any of your records or systems will be charged at our prevailing rates.

OR

Option 2

Professional Services Warranty. We warrant (i) we will provide the Professional Services in a professional and workmanlike manner consistent with good industry practices; and (ii) that for a period of thirty (30) days after completion, the Professional Services will materially conform to their description on the Order Form and the Professional Services Documentation (or, for any additional Professional Services, in a mutually executed Statement of Work). As Customer's sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will re-perform the Professional Services, or, if we are unable to do so, refund the fees paid to us for such deficient Professional Services.

11.8 The warranty given under clause 11 shall not apply:

- (a) if you don't provide us with all the information, assistance and access that may be required to resolve the defect or fault, including a documented example of any defect or fault, or sufficient information to allow the re-creation of the defect or fault;
- (b) if the Cloud Services are not used in accordance with our instructions or the Documentation;
- (c) to any third party software or any defect or failure of the Cloud Services caused by any third party software;
- (d) to any failure resulting from any change, alteration, addition, modification to the Cloud Services not undertaken by us or with our express written authority;
- (e) to any failure which is caused by or attributable to the customer system;
- (f) to any failure which is attributable to an assumption provided by you listed in the Order Form which is no longer correct; or
- (g) to any Cloud Services that is used in breach of this Agreement.

11.6 Disclaimer. The warranty and any remedies given in this clause 8 are in lieu of any other condition, remedy or warranty given whether expressed or implied by law as to the quality or fitness for the purpose of the Services insofar as such terms may be lawfully excluded.

11.7 Indemnification by You. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that any of Your Data infringes or misappropriates such third party's Intellectual Property Rights, or arising from your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and you will indemnify us from any damages, reasonable legal fees and costs finally awarded against us as a result of, or for any amounts paid by us under a settlement approved by you in writing of, a Claim Against Us, provided we (a) promptly give you written notice of the Claim Against Us, (b) give you sole control of the defence and settlement of the Claim Against Us (except that you may not settle any Claim Against Us unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.

12. LIMITATION OF LIABILITY

12.1 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND SIMILAR LOSSES, LOSS OF ANTICIPATED SAVINGS, LOSS OF CONTRACT OR LOSS OF USE, LOSS OR CORRUPTION OF DATA (IN EACH CASE WHETHER DIRECT OR INDIRECT) NOT FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED OR INCURRED BY THE OTHER IN CONNECTION WITH THIS AGREEMENT.

12.2 OUR MAXIMUM LIABILITY IN AGGREGATE FOR ANY LOSS OR DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY), RESTITUTION OR OTHERWISE

WILL NOT EXCEED 100% OF THE FEES WHICH YOU PAID TO US UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE LIABILITY BEING INCURRED.

12.3 Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or any other liability which may not be properly limited or excluded under applicable law.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the first day of the initial Subscription Period and, subject to clause 12.2, continues until all subscriptions hereunder have expired or have been terminated.

12.2. Termination. Either party (the "Terminating Party") may immediately by notice to the other (the "Defaulting Party") terminate this Agreement if the Defaulting Party: (a) commits a material breach of this Agreement which is incapable of remedy or, if remediable, is not remedied within 30 days of written notice to do so; (b) commits a breach of clause 7 above; (c) ceases to do business, becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any arrangement with its creditors or has an order made or resolution for it to be wound up (other than in the furtherance of a scheme for solvent amalgamation or reconstruction) or suffers or undergoes any analogous event or process in any jurisdiction to which that party is subject.

12.3 We may immediately by notice to you terminate this Agreement if you sell all or substantially all of your assets, participates in a merger, or other reorganisation in which you are not the surviving entity;

12.4 Termination shall be without prejudice to the rights of either party which have accrued prior to termination.

12.5 If you decide to terminate the Contract, charges shall nevertheless continue to be payable as if the Contract had been completed unless the Contract ends because we are in substantial unremedied breach of the Contract with you (and for the purposes of this clause you must give notice to us in writing of the breach and we will have 28 days in which to remedy the breach);

12.6 The provisions of Clauses 8, 9, 11.10, 11, 12.5, 12.6 and 13 shall continue in full force and effect notwithstanding termination of this Agreement or expiration.

12.7 Upon termination or expiration of this Agreement: (a) all rights granted to you under this Agreement shall cease; (b) you shall cease all activities authorised by this Agreement; (c) you shall immediately pay to us any outstanding sums payable under this Agreement; (d) within 30 days of termination, you shall destroy or return (at our option) to the us all copies Documentation and our Confidential Information then in your possession, custody or control and, in the case of destruction, you shall certify to us that you have done so; and (d) upon request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make Your Data available to you for export or download as provided in the Documentation. Any request for Your Data in any other format than provided in the Documentation shall be subject to additional charge and must be made at least six months before the expiry of the current Subscription Period. After such 30-day period, we will have no obligation to maintain or provide any Your Data, and as provided in the Documentation, will thereafter delete or destroy all copies of Your Data in our systems or otherwise in our possession or control, unless legally prohibited.

13. MISCELLANEOUS

13.1 This Agreement shall be governed by the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts. The parties expressly reject any application to an Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

13.2 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations (excluding payment obligations) if such delay is caused by circumstances beyond its reasonable control subject to the party so delaying promptly notifying the other in writing of the reasons for the delay and the expected duration of the delay provided that should the delay continue for a period of more than 60 days, the other party shall be entitled to terminate this Agreement immediately thereafter.

13.3 No delay, neglect or forbearance by either party in enforcing any term or condition of this Agreement shall be, or be deemed to be, a waiver nor shall it in any way prejudice any right of that party under this Agreement.

13.4 The invalidity or unenforceability of any term of, or any right arising pursuant to, this Agreement for any reason whatsoever shall not affect the validity or enforceability of the remaining terms or rights which shall continue in full force and effect.

13.5 This Agreement shall constitute the entire agreement between the parties regarding its subject matter and supersedes any prior agreement understanding, arrangement, statement or representation made between them whether oral or in writing.

13.6 No variation of, or amendment to, this Agreement shall be of any force or effect unless made in writing and signed by duly authorised representatives on behalf of both parties.

13.7 Any notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address first set out above or such other address as either party may notify to the other from time to time. Any notice shall be treated as having been served on delivery if delivered by hand, and two working days after posting if sent by pre-paid first class post and at the time of sending if sent by email (provided that no delivery failure notification is returned).

13.8 The construction, validity and performance of this Agreement shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

13.9 Nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it and the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

IN WITNESS whereof these presents have been entered into the day and year first herein written

Signed on behalf of Carbon Labs :

Dated :

.....

Signed on behalf of CUSTOMER

Dated :

.....

Annex 1 - Support

Standard Support:

Included as standard free of additional charge.

Services supported:

Support hours:

Priority levels:

Target response times:

Target resolution times:

Response times and resolution times are targets only and we shall not be liable should any of these targets not be achieved.

Enhanced Support

Included if ticked and Fee paid []

Services supported:

Support hours:

Priority levels:

Target response times:

Target resolution times:

Response times and resolution times are targets only and we shall not be liable should any of these targets not be achieved.