

Master Subscription Agreement

This Agreement, effective as of the last date of signature of an Order Form (“Effective Date”), is by and between (1) WORKVIVO LIMITED a company incorporated in the Republic of Ireland with registered number 603890, having its registered office at Exham House, The Fingerpost, Douglas, Co. Cork, Ireland, and trading as (“Workvivo”); and (2) the other signatory to the Order Form (“the Customer”).

Whereas Workvivo is to provide a subscription Service, the Customer wishes to subscribe to the Service, and the business relationship and responsibilities of the parties related to said Service are outlined in this Agreement. Workvivo shall make the Service available to the Customer during the Term via the Internet on the terms and subject to the conditions set out in this Agreement and in accordance with the Documentation and Support Policy. The parties hereby agree as follows:

1. Customer Obligations

The Service is provided solely for the Customer’s, and its Affiliates’, internal business purposes. The Customer may only permit Authorised Users access to the Service and is wholly responsible for all Authorised Users’ use of the Service and compliance with this Agreement. The Customer shall: (i) be responsible for the accuracy, quality, and legality of all Customer Data; (ii) not attempt, at any time, to circumvent system security or access the Source Code or compiled code of the Software; (iii) use the Service in accordance with all applicable laws; (iv) not interfere with the Service; (v) ensure that Customer Data does not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful; (vi) assign Authorised Support Users, the maximum of which is outlined in the Order Form; (vii) be liable for any acts and omissions of all Authorised Users, Authorised Support Users and Affiliates relating to this Agreement.

2. Fees.

2.1 Fees.

The Customer will pay the fees for the Service and the Professional Services in accordance with

the relevant Order Form. In relation to Service fees, except as otherwise specified in the Order Form, (i) fees are based on Service purchased and not actual usage, subject to the provisions of Clause 2.6, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the Term.

2.2 Invoicing & Payment.

The Customer shall provide Workvivo with a valid purchase order and will make payment of each invoice within thirty (30) days of receipt of the invoice. Except as otherwise stated in the Order Form, all fees are quoted and payable in the currency set out in the Order Form. The Customer shall provide complete and accurate billing and contact information in order to facilitate receipt of invoices.

2.3 Overdue Payments.

Any payment not received from the Customer by the due date (except for fees being disputed reasonably and in good faith) may (a) accrue late payment interest at the rate of 1.5% per annum above the base rate of the Central Bank of Ireland of the outstanding balance, which shall accrue on a daily basis from the due date until actual payment of the overdue amount. or the maximum rate permitted by law, whichever is lower, and/or (b) enforce future subscription renewals and Order Forms on payment terms shorter than those specified in this Agreement.

2.4 Service Suspension.

If the Customer's account is more than thirty (30) days overdue (except for fees being disputed reasonably and in good faith), in addition to any other rights or remedies it may have under this Agreement or by law, Workvivo reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full.

2.5 Taxes.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, sales, use, environmental taxes, VAT, regulatory fees, duties, charges, surcharges or assessments levied as assessable by any jurisdiction (collectively, "Taxes"). The Customer is responsible for all Taxes associated with their purchase. If Workvivo

has the legal obligation to collect and remit Taxes for which Customer is responsible under this Agreement, Workvivo will invoice the Customer and the Customer will pay that amount unless the Customer provides a valid tax exemption certificate or tax identification number as applicable as authorised by the appropriate taxing authority.

2.6 Payment of Taxes and Withholding.

Customer will pay Workvivo, and Customer is solely responsible for, any applicable Taxes and fees. All payments made by Customer to Workvivo under this Agreement will be made free and clear of any deduction or withholding Taxes and fees, as may be required by applicable Law. If any such deduction or withholding Taxes and fees (including domestic or cross-border withholding taxes) are required on any payment, Customer will pay such additional amounts as necessary, such that the net amount received by Workvivo is equal to the amount then due and payable under this Agreement. Workvivo will provide Customer with such tax forms as reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

2.7 Person Count Verification.

From time to time, Workvivo may validate the number of Person records on its servers. As part of this validation Workvivo may request the Customer to confirm and report on the total number of Persons. If the number of Person records exceeds the number of permitted Persons or other metric designated on the relevant Order Form, Workvivo shall be entitled to invoice Customer immediately for the additional Persons based on Workvivo's then current subscription pricelist.

3. Service Usage.

3.1 Service Provision.

Workvivo shall during the term of this Agreement: (i) supply the Service on the terms and subject to the conditions set out in this Agreement and appended Schedules, and in accordance with the Documentation, the Support Policy and the Professional Services as set forth in the relevant Order Form and Statement of Work (where applicable); (ii) hold and process all Personal Data handled by it in connection with the provision of the Services under this Agreement in accordance with all Applicable Laws; (iii) provide the Customer with service

credits as outlined in the Support Policy; (iv) only utilise Customer Data to provide the Service in accordance with the Documentation and the Support Policy, or on the Customer's instruction; and (v) not disclose Customer Data to anyone other than Authorised Users.

4. Proprietary Rights and Licenses.

4.1 Ownership and Reservation of Rights to Intellectual Property.

Workvivo and its licensors own all right, title and interest in and to the Service, Documentation, and other Workvivo Intellectual Property Rights, including (but not limited to) in any software, applications, inventions or other technology developed in connection with the Professional Services or support provided by Workvivo. Subject to the limited rights expressly granted to the Customer hereunder, all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights remain the property of Workvivo. No rights are granted to the Customer hereunder other than as expressly set forth herein and proprietary information exchanges under this Agreement shall be treated as such by the Customer.

4.2 License.

Workvivo hereby grants and the Customer accepts a non-transferable, non-exclusive, right to use the Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, in accordance with the terms and conditions of this Agreement and any relevant Order Forms.

4.3 License Restrictions.

The Customer shall not (i) decompile, disassemble, decode, modify, translate or otherwise reverse engineer any portion of the Service or Documentation provided under this Agreement; (ii) license, sublicense, sell, resell, rent, lease, transfer, transmit, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorised Users as permitted herein; (iii) access the Service or Documentation in order to build any commercially available product or service; (iv) remove, delete or modify any copyright notices or any other propriety notices or legends on, in or from the Service and Documentation; (v) use the Service in any manner that could damage, disable, overburden or impair Workvivo's Service, servers or other services; (vi) reproduce any features,

functions, integrations, interfaces or graphics of the Service or Documentation except for internal training purposes; or (vii) use the Services and Documentation in any manner not authorised by this Agreement.

4.4 Customer Data.

Customer owns its Customer Data.

4.5 Statistical Data Use.

Workvivo does not claim ownership of the Customer Data or personally identifiable data provided during the operation of the Service. Workvivo may however utilize anonymous usage statistics and performance metrics to improve and administer the Service, for Workvivo's internal use and other lawful purposes. Such data may include, without limitation, the number of records held in the Service, the number and types of transactions, configurations, reports processed in the Service and the performance results for the Service . Nothing herein shall be interpreted as prohibiting Workvivo from utilising the aggregated statistics for the purposes of operating Workvivo's business, provided that Workvivo's use of aggregated statistics will not reveal the identity, whether directly or indirectly, of Customer, any individual or any specific data entered by Customer or any individual into the Service.

5. Data Protection.

5.1 General Principles

In order for Workvivo to provide the Services, Workvivo will need to have access to the Personal Data. Workvivo agrees to comply with the Data Protection Legislation. The parties agree that in respect of the Personal Data, the Customer is the data controller and Workvivo is the data processor.

5.2 Workvivo undertakes that it shall:

(i) only process the Personal Data as necessary to provide the Services and in accordance with the Customer's reasonable documented instructions from time to time;

(ii) keep the Personal Data confidential and take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data;

(iii) if it receives any request from any data subject made under the Data Protection Legislation relating to the Personal Data, Workvivo will provide a copy of that request to the Customer within five (5) working days and shall provide all reasonably necessary assistance to the Customer to enable it to deal with the request in accordance with Data Protection Legislation. Workvivo will also provide all reasonably necessary assistance to the Customer to enable it to deal with any communications from any Supervisory Authority relating to the Personal Data within any time frame specified by the Supervisory Authority;

(iv) provide all reasonably necessary assistance to enable the Customer to comply with its obligations under Articles 32 – 36 (inclusive) of the GDPR;

(v) not transfer any Personal Data, outside the EEA except to countries in which subprocessors authorised in accordance with Clause 5.4 are located (e.g. where Customer chooses to host Personal Data outside the EEA) or with the Customer's prior written consent;

(vi) keep records of all processing of Personal Data which it carries out as the Customer's data processor, required under Article 30 of the GDPR, for as long as is necessary for the provision of the Services or as required by applicable law, and provide the Customer with a copy of those records on reasonable request;

(vii) where required by Data Protection Legislation, designate a data protection officer and promptly provide their contact details to the Customer;

(viii) retain Personal Data only for as long as is necessary for the provision of the Services or as required by applicable law;

(ix) not disclose the Personal Data to third parties (except to subprocessors and employees as permitted by this Agreement) or except as instructed by the Customer from time to time;

(x) ensure that access to the Personal Data is limited to those of its employees who need access to the Personal Data for the provision of the Services and, in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties;

(xi) ensure that all employees that may have access to the Personal Data are informed of the confidential nature of the Personal Data and have committed themselves to keeping it confidential by signing binding confidential undertakings in relation to the Personal Data, have undertaken training in the Data Protection Legislation, and are aware of Workvivo's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement;

(xii) take reasonable steps to ensure the reliability of any of Workvivo's employees who have access to the Personal Data;

(xiii) allow the Customer, on giving at least seven (7) days' notice to Workvivo, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data which contain or which are used to process Personal Data by Workvivo. Workvivo will contribute to such audits;

(xiv) promptly remedy, at its own cost, any non-compliance with this Agreement or risks or threats reasonably identified by the Customer during such audits or inspection;

(xv) notify the Customer within 24 hours of becoming aware of any actual or suspected personal data breach in respect of the Customer's Personal Data, and provide all necessary cooperation and assistance to enable the Customer to investigate the personal data breach, comply with all reporting and notification obligations, and take all necessary and appropriate corrective action to remedy the personal data breach, prevent a recurrence of such a breach, and avoid and/or prevent any further loss or damage arising from the personal data breach.

5.3 Customer Obligations.

The Customer (i) shall ensure that it is entitled to transfer the Personal Data to Workvivo so that Workvivo may lawfully process the Personal Data in accordance with this Agreement on the Customer's behalf; and (ii) is responsible for the handling and administration related to any data subject requests in respect of the Personal Data.

5.4 Subprocessors.

Customer grants Workvivo a general authorisation to use the subprocessors listed at <https://www.workvivo.com/subprocessors/> (as that list is updated in accordance with this clause) ("Subprocessor List") in the processing of Personal Data (included in Customer Data) in the provision of the Services ("Subprocessors"). Customer can subscribe for notice of updates to the Subprocessor List by emailing dpo@workvivo.com ("Subscribed Customers"). Workvivo will enter into a written agreement with Subprocessors and, to the extent that the subprocessor performs the same data processing services provided by Workvivo under this Agreement, Workvivo will impose on the Subprocessor the same data protection obligations in substance that Workvivo has under this Agreement. Workvivo remains responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the Subprocessor that cause Workvivo to breach any of Workvivo's obligations under this Agreement. At least fourteen days before Workvivo engages a new Subprocessor, Workvivo will notify Subscribed Customers of the update to the Subprocessor List. Customer may reasonably object to Workvivo's use of a new Subprocessor by notifying Workvivo within 10 days of Workvivo issuing notice to Subscribed Customers of the change. If Customer reasonably objects, Workvivo may use commercially reasonable efforts to make available a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid use of the relevant Subprocessor. If Workvivo does not make available such change within 60 days of the Customer's objection, either party may, by written notice to the other, terminate with immediate effect the Agreement with respect only to those Services provided by Workvivo using the objected-to new Subprocessor. Workvivo will provide Customer a refund for any prepaid fees covering the remainder of the term for the terminated Services.

5.5 Transfers.

Standard contractual clauses (processor to processor module) or other appropriate safeguards (such as binding corporate rules) recognised under Article 45 GDPR will apply for transfers of Personal Data (within Customer Data) to Subprocessors (appointed in accordance with Clause 5.4) located in countries or territories which are not recognised as adequate under Article 45 GDPR (e.g. where Customer chooses to host Personal Data outside the EEA).

6. Representations, Warranties, Exclusive Remedies and Disclaimers.

6.1 Representations.

Each party represents that it has validly entered into this Agreement.

6.2 Warranties.

Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or Personal Data. Workvivo extends warranty that the Service during the Term (i) shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term and (iii) the Service and Professional Services will be delivered with reasonable skill, care and diligence and in line with good industry practice.

6.3 Warranty Remedies.

As the Customer's exclusive remedy and Workvivo's sole liability for material breach of the warranty set forth in Clause 6.2 (i) and (ii), (a) Workvivo shall at its own costs, promptly remedy such defects taking all such reasonable remedial action as is reasonably necessary, or (b) in the event Workvivo is unable to correct such defects after commercially reasonable endeavours, the Customer shall be entitled to obtain a refund of all prepaid fees relating to the specific non-conforming Component of the Service from the date Workvivo received such notice. The Customer must promptly notify Workvivo in writing of such deficiencies no later than thirty (30) days of the first date the deficiency is identified by the Customer.

6.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND WORKVIVO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, THE SOFTWARE, THE PROFESSIONAL SERVICES AND/OR RELATED DOCUMENTATION. WORKVIVO DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE AND THE PROFESSIONAL SERVICES.

7. Intellectual Property.

7.1. Indemnity.

Workvivo shall indemnify Customer from and against any claim, demand, suit or proceeding made or brought against the Customer arising out of or in connection with a third-party claim (“Claim”) alleging that the Service in accordance with this Agreement infringes a third-party (i) copyright (ii) U.S. or EU patent issued as of the Effective Date, or (iii) trademark; provided the Customer (a) promptly give written notice of the Claim to Workvivo, (b) give Workvivo sole control of the defence and settlement of the Claim (provided that Workvivo may not settle any Claim unless such settlement releases the Customer of all liability), (c) provide to Workvivo all available information and assistance; and (d) have not compromised or settled such Claim.

Workvivo shall have no indemnification obligation for any Claim arising from the event of: (i) modification of the Service by Customer, or Authorised Users in conflict with Customer’s obligations or as a result of any prohibited activity as set forth herein; (ii) use of the Service in a manner inconsistent with the Documentation; (iii) use of the Service in combination with any other product or service not provided by Workvivo; or (iv) use of the Service in a manner not otherwise contemplated by this Agreement.

7.2 Remedies.

Notwithstanding the foregoing, in the event the Service, in Workvivo's opinion, is likely to or does become the subject of a claim of infringement, Workvivo shall have the right at its sole option and expense to: (i) modify the Service to be non-infringing while preserving substantially equivalent functionality (ii) obtain a license for the Customer to continue use of the Service in accordance with this Agreement; or (iii) terminate this Agreement and refund to the Customer a pro rata portion of the prepaid fees paid to Workvivo hereunder for that portion of the Term which is beyond the termination date. This Clause states Workvivo's sole obligation and the Customer's exclusive remedy with respect to an infringement claim.

8. Confidentiality.

8.1 Customer Confidential Information.

In relation to the Customer's Confidential Information Workvivo shall, (i) treat as confidential all Confidential Information of the Customer supplied under this Agreement; (ii) not divulge any such Confidential Information to any person except to its own employees or agreed agents; and (iii) ensure that its employees are aware of, and comply with, the provisions of this Clause.

8.2 Workvivo Confidential Information.

In relation to Workvivo's Confidential Information Customer shall, (i) treat as confidential all Confidential Information of Workvivo contained or embodied in the Service and Documentation, or otherwise supplied to the Customer; (ii) not divulge any part of Workvivo's Confidential Information to any person other than Authorised Users; and (iii) ensure that the Authorised Users are aware of, and comply with, the provisions of this Clause.

8.3 Compelled Disclosure.

The obligations of confidentiality imposed in Clauses 8.1 and 8.2 do not apply to any Confidential Information which the receiving party is required to disclose by law or by any government or other regulatory authority or by an order of a court of competent jurisdiction.

8.4 Protection.

Each party shall effect and maintain adequate security measures to safeguard the Confidential Information of the other from access or use by any unauthorised person.

8.5 Exclusions.

Confidential Information shall not include any information that the receiving party can demonstrate: (i) is in the public domain at the time it was disclosed (without the recipient being in breach of any obligation of confidentiality); (ii) is given to the recipient by a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; (iii) was already known (or had been independently generated) by the recipient prior to its receipt or disclosure; or (iv) is approved for release in writing by an authorised representative of the disclosing party.

8.6 Breach.

Each party shall promptly notify the other on becoming aware of each breach of this Clause and shall give the other all reasonable assistance in remedying the breach or in connection with any proceedings instituted against any third party.

9. ISO.

Workvivo undertakes that the Service is currently hosted in an ISO 20000 / ISO 27001 certified data centre currently operated by AWS, Amazon Web Services.

10. Customer Indemnities.

The Customer shall indemnify and keep Workvivo, its licensors and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents indemnified from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with the claim of a third party or data subject alleging that the Customer Data or its use has infringed the rights of, defamed or otherwise caused harm to, a data subject or third party, or violated applicable law; provided in any such case that Workvivo (a) gives written notice of the claim promptly to the Customer; (b) gives the Customer sole control of the defence and settlement of the Claim (provided that the Customer may not settle any Claim

unless such settlement releases Workvivo of all liability and such settlement does not affect Workvivo's business or Service); (c) provides to the Customer all available information and assistance; and (d) has not compromised or settled such Claim.

11. Limitation of Liability.

11.1 Limitation of Liability.

In no event shall Workvivo's aggregate liability for any damages arising out of or related to this agreement exceed an amount equal to the annual subscription fees paid by customer to Workvivo hereunder in the twelve (12) months preceding the incident (or for a claim arising before the first twelve (12) month period has concluded, the amount that is to be paid for the first twelve (12) month period). The above limitations will apply in the aggregate whether an action is in contract or tort and regardless of the theory of liability.

11.2 Exclusion of Damages.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, COST OR PROCUREMENT OF SUBSTITUTE SERVICE, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Term & Termination.

12.1 Term of Agreement.

This Agreement commences on the Effective Date and continues until the term outlined in the Order Form(s) has: (i) expired; (ii) been terminated in accordance with the terms of this Agreement; or (iii) been extended pursuant to the joint agreement of the parties. The Service commences on the date, and is for the period, set out in the applicable Order Form.

12.2 Termination.

Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the

other party if the other party commits a material breach of any of its obligations under this Agreement and does not remedy such breach within thirty (30) days of receiving from the other party written notice of the breach and a request to remedy the breach.; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated.

12.3 Refund of Payment upon Termination.

If this Agreement is terminated by Customer in accordance with Clause 12.2, Workvivo will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the effective date of termination. Upon termination for cause by Workvivo, all future fees for the Service due under all Order Forms and any outstanding fees for Professional Services completed up to the date of termination shall be amalgamated and become payable immediately.

12.4 Effect of Termination.

Forthwith upon termination of this Agreement, the Customer (and its Affiliates) shall discontinue all use of the Service as of the date of such termination (except as permitted under Clause 12.5) and return to Workvivo all copies of the Documentation and any other Confidential Information belonging to Workvivo.

12.5 Retrieval and Deletion of Customer Data.

Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Workvivo will make the Customer Data available in an Extract format to Customer through the Service at no additional cost. After that thirty (30) day period, Workvivo will have no obligation to maintain or provide Customer Data (except by prior written agreement between the Parties and for an additional fee), and will thereafter securely delete or destroy all copies of the Customer Data in Workvivo's system or otherwise in its possession or control, unless legally prohibited. Customer Data stored in backups will be deleted in

accordance with then current schedule for deletion/overwriting of such backups. Customer Data stored in backups will not exceed one hundred days (100) days beyond the effective date of termination.

12.6 Migration Assistance.

Please note that the Customer Data is provided in an Extract format at no additional cost, as set out in Clause 12.5 above.

12.7 Surviving Provisions.

All provisions of this Agreement shall survive any termination or expiration apart from the following provisions that shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (1) sub-section (i) of Clause 3.1 "Service Provision"; (2) Clause 4.2 "License"; and (3) any Order Form(s).

13. General Provisions.

13.1 Entire Agreement and Order of Precedence.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties with respect to the use of the Service and Documentation and Workvivo's provision of the Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Customer's purchase order is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

13.2 Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties. The Customer grants Workvivo the right to use the Customer's name and logo as a Workvivo customer in public communications. The Customer grants Workvivo the right to reach out to end-users via email in order to measure satisfaction (NPS) and collect feedback on the product in order to fix issues faster and improve the service and user experience.

13.3 Notices.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing, or (iii) the second business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the Customer's signatory of this Agreement. Notices to Workvivo shall be addressed to Workvivo's signatory of this agreement.

13.4 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full.

13.5 Force Majeure.

Notwithstanding any other provision of this Agreement, and except for payment obligations, neither party shall be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent performance is delayed or prevented due

to a cause or causes that are beyond that Party's reasonable control and occurring without that Party's fault or negligence (each a "Force Majeure Event"), including, but not limited to, acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, sabotage , vandalism, strikes, or other labour problems (other than those involving Workvivo or Customer employees, respectively), computer attacks or malicious acts. Any delay or failure of that kind will not be deemed to be a breach of this Agreement by the defaulting Party, and the time for the defaulting Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances. Notwithstanding the foregoing, if the force majeure condition continues for a period of thirty (30) days or more, the party not experiencing the force majeure condition may terminate this Agreement upon written notice to the other to be provided no later than fifteen (15) days after the thirtieth day of the Force Majeure situation. Please note for the avoidance of doubt, where possible Workvivo will mitigate the impact of Force Majeure, via the use of the DR Service in order to continue the delivery of the Service.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.8 Governing Law. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Ireland.

13.9 Jurisdiction. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

13.10 Insurance. Workvivo agrees to maintain appropriate insurance levels for the duration of this Agreement in order to meet the obligations as set out in this Agreement.

14. Dispute Resolution.

Any dispute which may arise between the parties concerning this Agreement shall be determined as provided in this clause 14. For the purposes of this clause 14, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute. After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 14 are based on working days and shall be extendable by mutual agreement):

- (i) within three (3) days, the Workvivo representative and the Customer representative shall meet to attempt to settle the dispute;
- (ii) if the representatives are unable to reach a settlement within fourteen (14) days from the date of service of the notice, the Workvivo Chief Executive and the Customer Chief Executive or other senior officer nominated by the Customer shall meet within the following twenty-one (21) days to attempt to settle the dispute; and
- (iii) if no settlement results from the meeting specified in (ii), for the following twenty-eight (28) days the parties shall attempt to settle the dispute by mediation, with costs to be shared equally between the parties.

If the unresolved matter is having a serious effect on the performance of this Agreement, the parties will use reasonable endeavours to reduce the elapsed time in completing the process. Neither party may initiate any legal action until the process has been completed, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, including without limitation to seek injunctive relief in respect of any breach of its Intellectual Property Rights or similar rights.

15. Definitions.

“Affiliates” means any agreed entity that directly controls, or is controlled by, the Customer (“control” shall have the meaning of ownership of over 50% of the shares or voting rights in the entity).

“Agreement” means this Master Subscription Agreement, including the Support Policy (as may be updated from time to time), any Schedules hereto, and any fully executed Order Form.

“Authorised User” means Customer’s employees, or related third parties that are providing services solely for the internal business purposes of the Customer, permitted to use or access the Service under this Agreement.

“Authorised Support User” means a Customer employee who is permitted to contact Workvivo in relation to support requests and who has been trained on the Workvivo product(s) for which they initiate support requests.

“Confidential Information” means (i) the contents of this Agreement (ii) any Software used in the provision of the Service and its respective source code or the Professional Services; (iii) Customer Data; (iv) each party’s commercial or technical information, including but not limited to the Documentation, training materials, Software plans, designs, costs, prices, finances, marketing plans, personnel, research, development or know-how that is designated by the disclosing party as “proprietary”, “confidential” or “sensitive” or the receiving party knows or should reasonably know is proprietary, confidential or sensitive; (v) the terms, conditions and pricing of this Agreement (but not its existence or parties).

“Customer Data” means any electronic data or information entered or loaded by Customer or Authorised Users to the Service, and includes any data or information generated by the Service that is based upon or derived from such originally submitted data and information.

“Data Protection Legislation” means the Data Protection Act 2018, as amended and the Privacy and Electronic Communications (EC Directive) Regulations 2003 the General Data Protection Regulation (GDPR) (EU) 2016/679 and all applicable laws and regulations relating to processing of personal data and privacy.

“Documentation” means, collectively, (i) all materials published and made available to the Customer by Workvivo that relate to the functional and/or operational capabilities of the Software; (ii) all user, operator, system administration, technical, support and other manuals and

all other materials published and otherwise made available by Workvivo to the Customer that describe the functional and/or operational capabilities of the Software (including user manuals, training manuals, guides, release notes and other materials for use in conjunction with the Software), which may be updated from time to time subject to the warranty obligation in 5.2(i).

“Equipment” means any technical resources attached to or utilising the Service e.g., hardware, software or communications resources.

“Fault” means the cause of an Incident or Failure.

“Failure” means the non-performance of relevant Equipment or personnel.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679)

“Help Desk” means the Workvivo personnel or technical resources provided to the Customer in order to interface to the support Service.

“Incident” means an issue which is a Software or Service defect which results in Service failure or interruption.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Maintenance” means any scheduled and emergency maintenance carried out on the Service from time to time.

“Order Form” means the ordering documents specifying the Services to be provided hereunder, which the Customer subscribes to pursuant to this Agreement, that have been fully executed by both parties.

“Persons” means employees/non-employees/contractors/casual workers/payees/retirees etc. of Customer and its Affiliates whose record(s) are or may be processed/recorded/maintained/managed in any way by the Service within the relevant subscription period. The number of permitted Persons will be as set forth in the applicable Order Form(s).

“Personal Data” shall have the meaning assigned to it under the Data Protection Legislation.

“Professional Services” means the implementation services provided or to be provided by Workvivo to configure the Service for the Customer’s use, training or other professional services provided or to be provided by Workvivo to the Customer as set forth in an Order Form and as may be detailed further in a Statement of Work (where applicable).

“Response” means the time between the receipt of the incident from the Customer and the initial response from the Help Desk.

“Service” means Workvivo’s cloud based Software applications that are described in the Documentation and subscribed to in the Order Form(s).

“Software” means computer software program(s) in executable code or any separate part thereof, any source code, and the supporting documentation to be provided by Workvivo to the Customer under this Agreement.

“Support Policy” means Workvivo’s Support Policy Schedule which may be updated from time to time.

WORKVIVO SUPPORT POLICY

The purpose of this policy is to outline how Workvivo provides and supports its cloud based Software application service (“Service”) to all Customers. Terms outlined in this policy shall have the meaning as set forth in the Master Subscription Agreement. The Service is a multi-

tenant service where common practices and procedures apply across all customers which allows for higher resilience and improved quality and performance.

(1) Incident Logging

Customer's Authorised Support Users may submit Incidents to the Help Desk during normal working hours (09:00 – 17:30 GMT). Incidents are submitted via our Help Desk on support.workvivo.com. Each Incident will be given a unique Incident log number which will be passed to the Customer. Workvivo undertakes to aid the resolution of Incidents as rapidly as the circumstances allow and based on the terms of this Support Policy. Resolutions may take the form of a repair, bypass or other reasonable solution agreed between Workvivo and the Customer.

(2) Incident Reporting

Monthly reports in relation to support Incidents will be provided to the Customer at Customer's request. Monthly support service reports to include the following: 1) Summary of open Incidents and status 2) Volume of open and closed Incidents 3) Breakdown of Incidents by priority/module and 4) Performance against service levels.

(3) Incident Prioritisation

Each Incident is given a priority of 1, 2 or 3 ("Priority") based on the severity of the Incident and the Services being provided. Each Incident will be assigned an initial Priority by the Customer. This initial Priority will then be validated by Help Desk personnel who will notify Customer in the case of any proposed change of priority.

(4) Incident Response and Fix Times

The Response and target Fix times for each Incident based on Priority are outlined in the table below. The times in the table below are the elapsed period from the time the Incident was logged by Help Desk personnel until the Incident is responded to or closed.

Priority	Definition	Response time	Time to fix target	Status updates to customer	Customer availability
P1	Critical: Service unavailable or problem with software functionality not working as expected causing severe business impact	1 hour	90% of fixes within 3 hours	Hourly	Customer will be available by telephone at all times until incident is resolved
P2	Significant impact: Partial loss of service or problem with software functionality not working as expected causing some business impact	4 hours	90% of fixes within 1 business day	Daily	Customer will be available by telephone at all times until incident is resolved
P3	Minimal Impact: Problem with software not working as expected causing negligible or no business impact	2 days	90% of fixes within 10 business days	Weekly	Customer will respond to helpdesk queries and requests in a reasonable timeframe not greater than 2 business days.

(5) Service availability

Workvivo's monthly service availability ("Availability") is as follows:

Monthly availability
99.50%

Availability is calculated using the following formula:

$(\text{Total minutes per calendar month} - \text{Downtime minutes per calendar month}) \times 100\%$.

Total minutes per calendar month

Service Downtime ("Downtime") is the total unplanned outage of the Service calculated in minutes during a calendar month. The measurement of Downtime commences when an Incident is identified by Customer to Workvivo via the Workvivo Help Desk ("Help Desk").

Downtime ends when the fault is cleared by Workvivo. Downtime shall not include; (i) Service being modified or altered in any way (including the Equipment, connections, routing plan, applications or test Equipment or the mapping of applications) either at Customer's request or by Customer or any party other than Workvivo; (ii) any period of Maintenance; (iii) a Failure or

Fault not attributable to the Service, including but not limited to Faults attributable to the Customer's Equipment, including hardware, software or network;

(6) Service Credits

In the event of failure by Workvivo to meet the Availability levels outlined in this Support Policy, Customer shall be entitled, as its sole and exclusive remedy and at Customer's request, to the following service credits:

Month	Percentage credit of the monthly subscription fee for the affected Service
First Month	0%
Second Month (in 6 month period)	10%
Third Month (in 6 month period)	20%
Fourth Month (in 6 month period)	30%
Fifth Month (in 6 month period)	40%
Sixth Month (in 6 month period)	50%

Only measurements carried out by Workvivo as per the Incident management process shall be used in the calculation of all the service credits offered in this Schedule unless the Customer can evidence that such measurements are incorrect. The Customer must request a credit in writing no later than fourteen (14) days after the end of the affected month.

(7) Maintenance Window

Workvivo undertakes to update the software from time to time (Friday 22:00 to Saturday 01:00 GMT) incorporating enhancements and improvements in performance and reliability whenever such new versions become available.

(8) Backup Procedure and Disaster Recovery Levels

Workvivo's Backup Procedures and Disaster Recovery levels within the Service are outlined in the table below.

Backups:

Application Code

The Workvivo application source code is stored off-site in a central source code repository. A backup of the source code is stored on Amazon S3 every time the application is deployed to ensure it is always accessible to Workvivo staff. No customer data is stored with the application code itself.

Database

An entire snapshot of the Workvivo database is taken automatically each and every night between 3.45am and 4.15am GMT. This snapshot can be restored in a single step in the event of a disaster. Backups are stored separately from the database server and are kept for 7 days, after which they are automatically destroyed.

Disaster Recovery:

Application Servers

- Load balanced application server environment with servers deployed across multiple data centres for high availability
- Automated unhealthy application server replacement
- Automated horizontal scaling under heavy load – network traffic to load balancer is monitored, any spike in traffic will lead to additional servers being provisioned
- If a server or entire data centre becomes unavailable, a new server will automatically be provisioned. In the event of a data centre failure, this server will be started in a healthy data centre.

Database Servers

- Database is replicated across multiple servers for high availability, with automated failover in the event of a server or data centre failure.
- In the event of a failure, the redundant slave database will be promoted to be the master to ensure continuity of service. This is then replicated to a new slave database server in another data centre automatically.

- In the event of a critical failure where all database instances are affected by a disaster affecting multiple data centres, a database backup can be restored to a new running instance on an alternative data centre in one step, minimising the overall downtime.

(9) Service Security

Customer is responsible for the security and proper use of all user ids and passwords, which are used in connection with the Service (including changing such passwords on a regular basis), and must take all necessary steps to ensure that they are kept confidential, secure, used in accordance with the Customer obligations as set out in the Master Subscription Agreement and not disclosed to unauthorised people.

(10) Service Scope

Workvivo shall not be liable for any failure to meet the Service levels specified in this policy if the Customer has not complied with the terms and conditions of this policy or the Master Subscription Agreement. The Service levels specified in this policy shall not apply if the Customer does not provide or delays providing information or access, as requested, to Workvivo. In case of an Incident whereby the Incident might be caused or is caused by Customer's other software applications or Customer's Equipment, Workvivo will transfer the Incident back to the Customer. If Workvivo performs any repair activities in case of an Incident and Workvivo discovers that the Incident is due to (mal)functioning of the Customer's other software applications or Customer's Equipment, the Customer may be charged by Workvivo for the repair activities.