

MASTER SERVICES AGREEMENT

This Master Services Agreement governs the acquisition and use of Uptime App Limited's services, including the provision of services by its affiliate company Econsultancy Limited by its corporate clients ("Client"). "Company" shall refer to either Uptime App Limited, a company registered in England and Wales under company number 11587829 with registered office at 91 Wimpole St, London W1G 0EF ("Uptime") or its subsidiary Econsultancy Limited, a company registered in England and Wales under company number 16309798 with registered office at 91 Wimpole St, London W1G 0EF ("Econsultancy"), whichever is named as the contracting party in the Purchase Order. However, Econsultancy customers with an existing agreement with Econsultancy shall remain bound by that agreement until the end of its current term. Any renewal, extension or new Purchase Order on or after the date this Agreement was last updated shall be governed by this Agreement. Capitalised terms have the definitions set forth herein.

By entering into an order form or similar agreement providing for the purchase of Company's Services ("Purchase Order") or another type of arrangement that references this Master Service Agreement (the "Agreement"), Client hereby agrees to the terms set forth below. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the Services.

This Agreement was last updated on 25 September 2026 and is effective between Client and Company (together, the "Parties") as of the date of Client's acceptance of this Agreement (the "Effective Date").

1. DEFINITIONS

"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.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Client" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into one or more Purchase Orders.

"Client Background IPRs" means all Intellectual Property Rights in the Client Materials;

"Client Data" means electronic data and information submitted by or for Client to the Services, excluding Content and Non-Company Applications.

“**Client Materials**” means any and all logos, trademarks, branding, names, materials, drawings, specifications, data and other information supplied to us by you;

“**Client Obligations**” has the meaning set out in Clause 3.4;

“**Company Background IPRs**” means all Intellectual Property Rights that are owned by or licensed to Company, and which are or have been developed independently of this Agreement in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Client to receive the Services and/or Deliverables.

“**Content**” means the proprietary learning content, hacks and all supporting materials, including but not limited to collections, training courses, programmes, assessments, and live sessions including webinars, Espresso and analyst sessions, provided by Company through the Services and any website/s, social media, etc. published and/or controlled by Uptime App Ltd or its Affiliate Econsultancy Limited.

“**Data Protection Laws**” means all applicable data protection, privacy and electronic marketing legislation including Regulation (EU) 2016/679 (“**GDPR**”), the GDPR as it forms part of the laws of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (“**UK GDPR**”) and any related national legislation including the Data Protection Act 2018, any national legislation implementing Directive 2002/58/EC including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any replacement or repealing legislation; and “**personal data**“, “**data subject**“, “**processor**“, “**sub-processor**” and “**processing**” have the meaning given to it in the GDPR or the UK GDPR as applicable.

“**Deliverables**” means all documents, products, materials and research data (if any) provided to the Client by Company or its agents, contractors and employees as part of the Services in any form including without limitation computer programs, data, reports and specifications and where these are denoted as “Deliverables” in the Purchase Order;

“**Deliverable IPRs**” means all Intellectual Property Rights in the Deliverables, other than Company Background IPRs.

“**Event of Force Majeure**” means any act or event beyond a Party’s reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, government action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, disease, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks;

“**Free Services**” means Services that Company makes available to Client free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“**Intellectual Property Rights**” means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction

relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-Company Application” means any software, application or service provided by Client or a third party (and not by Company) that interoperates with the Services, including learning management systems, single sign-on, HR and other client systems.

“Project Services” means any Services, other than subscriptions, provided by Company or its Affiliates under a Purchase Order.

“Purchase Order” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Client and Company, including any addenda and supplements thereto.

“Purchased Services” means the Services that Client purchases under a Purchase Order, including subscriptions and Project Services.

“Services” means the products and services provided to Client by Company or its Affiliates under a Purchase Order.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorised by Client to use a Service, for whom Client has purchased a subscription (or in the case of any Services provided by Company without charge, for whom a Service has been provisioned), and to whom Client (or, when applicable, Company at Client’s request) has supplied a user identification and password (for Services utilising authentication). Users may include, for example, employees, consultants, contractors and agents of Client, and third parties with which Client transacts business.

2. COMPANY RESPONSIBILITIES

2.1 Provision of Purchased Services. Company will (a) make the Services and Content available to Client pursuant to this Agreement, and the applicable Purchase Order, (b) provide applicable Company standard support for the Purchased Services to Client at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Company’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving Company employees), Internet service provider failure or delay, Non-Company Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Company’s provision of its

Services generally (*i.e.*, without regard for Client's particular use of the Services), and subject to Client's and Users' use of the Services in accordance with this Agreement and the Purchase Order.

2.2 Protection of Client Data. Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, which include, but are not limited to, measures designed to prevent unauthorised access to or disclosure of Client Data (other than by Client or Users). All processing of personal data is governed by Company's Privacy Policy, which is available at <http://uptime.app/privacy-policy/>. Where Company processes personal data on Client's behalf, Clause 7.4 applies.

2.3 Company Personnel. Company will be responsible for the performance of its personnel (including its employees, contractors and any Affiliate providing the Services) and their compliance with Company's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Subcontractors. Company may use subcontractors, including its Affiliates and associates, to provide the Services, and shall remain responsible for their performance in accordance with Clause 2.3.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Purchase Order, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Purchase Order, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

3.2 Content Created and/or Edited for Client. Any Content created for the benefit of Client shall be noted in the Purchase Order and shall include the price for creation, editing, and any other terms that may be applicable. Unless otherwise specified in the Purchase Order, for all Content created by Company for Client, Company shall own the Content and shall license the Content to Client so long as no fees are outstanding from Client and this Agreement has not terminated. In the event that Client creates Content, then such Content is owned by Client and Client shall license to Company the Content for the duration of the Agreement. If Company makes substantive edits to Content submitted by Client and/or the edits include enrichments, then Client shall license to Company the Content in perpetuity. Client understands and agrees that any materials submitted to Company to be hacked and/or edited that are excessive in length, particularly specialised, difficult or complicated, etc., may require a different fee structure from the Purchase Order. In such cases, the parties shall agree any variations/ to the Purchase Order in advance in writing. Client further understands that any Content submitted by Company to Client for review and approval shall be limited to one round of editing and any additional edits may result in additional charges and must be agreed in advance in writing. If the parties intend to use Company's hackbot and Company determines that the revisions would be overly burdensome, Company may inform Client that the hackbot should not be used and a new fee will need to be agreed in advance in writing.

3.3 Project Services. For Project Services, estimated performance dates shall be included in the Purchase Order and firm performance dates shall be agreed in writing between the Parties within four weeks of the date of the relevant Purchase Order. Company shall use reasonable endeavours to meet any firm performance dates agreed in writing, but time shall not be of the essence for the performance of the Services. If Client fails to comply with any Client Obligation, whether by act or omission, (i) Company will not be liable for failing to meet any performance dates specified in the Purchase Order, (ii) such performance dates shall be extended by a time period equivalent to the amount of the delay and (iii) Clauses 3.4.1(d), 5.4 and 5.8 shall apply.

3.4 Client Obligations.

3.4.1 Client represents, warrants and undertakes that:

- (a) Client shall co-operate with Company and provide, in a timely manner, such information and Client Materials as Company may require for the delivery of the Services;
- (b) Client shall comply with all applicable laws and regulations, including the obligations of all applicable Data Protection laws and any Data Protection Agreement executed in connection with this MSA or Purchase Order;
- (c) All information and Client Materials provided by Client shall: (i) be accurate, complete and not misleading; (ii) not infringe any third party Intellectual Property Rights; and (iii) not contain any virus, worm, Trojan horse, harmful codes or any other form of defect which could cause temporary or permanent damage to or will otherwise impair or harm any of Company's websites, application/s, and/or systems;
- (d) if Company's delivery of any Services is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, Company shall not be liable for any costs, charges or losses sustained or incurred by Client arising directly or indirectly from the same; and
- (e) Client shall not use the Content to develop or provide, directly or indirectly, any product or service that competes with Company's business or any of its Affiliates' businesses.

3.5 Acceptance. Deliverables shall be deemed accepted unless, within ten Business Days of delivery, Client notifies Company in writing of the specific respects in which they do not conform with the Purchase Order. Company shall correct any such non-conformity once, and the corrected Deliverables shall be deemed accepted on redelivery. Any further changes shall be dealt with under Clause 5.9. Use of a Deliverable by Client shall constitute acceptance.

4. REVISIONS TO THIS AGREEMENT

4.1 Updates. Company may update this Agreement from time to time by publishing a revised version and amending the "last updated" date shown at the top of it. It is Client's responsibility to review this Agreement on a regular basis.

4.2 Material changes and effective date. Where a change is substantial or material, Company will give Client written notice of it in accordance with Clause 12.8, which may be sent to the Client contact

named in the applicable Purchase Order. Such a change takes effect thirty (30) days after the date of that notice (the “Change Effective Date”). Any other change takes effect on publication.

4.3 Acceptance. Client is deemed to have accepted a change if, on or after the Change Effective Date, Client continues to use the Services or Deliverables, or places, renews or extends a Purchase Order.

4.4 Client’s right to object. Where a substantial or material change is materially adverse to Client, Client may give Company written notice before the Change Effective Date terminating any Purchase Order affected by that change, such termination to take effect on the Change Effective Date. Company shall refund a pro rata share of any fees prepaid in respect of the period after that date. This is Client’s sole and exclusive remedy in respect of such a change.

4.5 Accrued rights and Purchase Orders. A change does not affect any right or obligation which accrued before the Change Effective Date, and does not vary the fees, scope or term set out in a Purchase Order already in effect at that date.

5. FEES AND PAYMENT

5.1 Fees. Client will pay all fees specified in Purchase Orders. Except as otherwise specified herein or in a Purchase Order, (i) fees are based on Services, Deliverables and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Client will pay Company by bank transfer or as otherwise specifically stated in the Purchase Order. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Purchase Order and Company may make adjustments to the fees after the expiration of the first year of the Agreement in accordance with Section 5.7 below. If the Purchase Order specifies that payment will be by a method other than by bank transfer, Company will invoice Client in advance and otherwise in accordance with the relevant Purchase Order. Unless otherwise stated in the Purchase Order, invoiced fees are due net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, then without limiting Company’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Company may condition future subscription renewals and Purchase Orders on payment terms shorter than those specified in the “Invoicing and Payment” section above.

5.4 Suspension of Service and Acceleration. If any charge owing by Client under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Client has authorised Company to charge to Client’s credit card), Company may, without limiting its other rights and remedies, accelerate Client’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Where delivery of the Services or a particular stage of the Services and/or Deliverables, as set out in the Purchase Order, cannot be completed by Company due the Client’s failure to comply with any Client Obligations,

Company may issue an invoice pursuant to this Clause 5 when such Services/Deliverables or completion of a stage of the Services and/or Deliverables would have taken place had it not been for the Client's failure to comply with those Client Obligations. .

5.5 Payment Disputes. Company will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Company may, without limiting its other rights or remedies, set off any amount owing to the Client by Company against any amount payable by the Client to Company.

5.6 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Client is responsible under this section, Company will invoice Client and Client will pay that amount unless Client provides Company with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

5.7 Adjustments Tied to CPI. The fee amount may be adjusted annually in accordance with increases in inflation as noted in the Consumer Price Index ("CPI"). The index to be used for CPI adjustments will depend on the denomination selected in the Purchase Order and will be:

5.7.1. For GBP, the index will be the All Items Retail Price Index in UK. The current internet address for this is <https://www.ons.gov.uk/economy/inflationandpriceindices>.

5.7.2. For USD, the index will be the United States Department of Labor's Bureau of Statistics "Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, all items" currently available from <https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category.htm>

5.7.3. For EURO, the index will be the Harmonized Indices of Consumer Prices (HICPs) for "All Item", code: "EA: EURO Area". The current internet address for the HICP All Items is: <http://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=teicp000>

5.7.4. Where any other denomination is used on the Purchase Order, Company reserves the right to select and use an equivalent inflation index.

5.8 Project Services. With regard to Project Services, if the Parties have agreed firm performance dates and any Service and/or Deliverable is delayed by over four weeks from any firm performance date, due to the Client's failure to comply with any Client Obligations, Client shall be subject to a monthly project management fee equal to 10% of the total charges that remain due under the Purchase Order (not to exceed £5,000 each month) until delivery of that Service and/or Deliverable is complete.

5.9 Change Control.

5.9.1 Either Party may at any time during the term of this Agreement submit a written request for a change to the scope of the Services ("Change") to the other party in writing.

- 5.9.2 If Company requests a Change, it will send to Client a document containing a description of the proposed Change, its expected effect on fees, any timescales and/or any other aspect of the Services (a “Change Control Note”).
- 5.9.3 If Client requests a Change then Client will submit a written request to Company containing as much information as is necessary to enable Company to prepare a Change Control Note and within 14 days of receipt of a request, Company will, unless otherwise agreed, send to Client a Change Control Note.
- 5.9.4 If, following Client’s receipt of a Change Control Note pursuant to Clause 5.9.2 or Clause 5.9.3, the Parties agree the terms of the Change Control Note, they will sign it and that Change Control Note will amend the Purchase Order; or
- 5.9.5 If either Party does not agree to any term of the Change Control Note, then (without prejudice to the Parties’ other rights under this Agreement) Company shall continue to provide the Services in accordance with the original terms of the Purchase Order.
- 5.10 Client Delay.** If delivery of any Project Services is delayed by Client’s failure to comply with any Client Obligation for more than three months in aggregate (measured from any firm performance date or, where firm performance dates have not been agreed within four weeks of the date of the Purchase Order due to Client, from the date of the Purchase Order), Company may by written notice invoice all fees remaining under the Purchase Order for those Project Services. Those fees shall be payable in accordance with Clause 5.2 whether or not the Project Services are subsequently delivered, and Company’s obligation to deliver them shall end on the expiry date under Clause 5.11.
- 5.11 Expiry of Project Services.** Unless the Purchase Order states otherwise, Project Services must be scheduled and delivered within twelve months of the date of the Purchase Order. That period may be extended once, by up to three months, by agreement in writing. Any Project Services not delivered within that period, as extended, other than as a result of Company’s breach, shall expire, and the fees for them shall remain payable and shall not be refunded.
- 5.12 Cancellation and Rescheduling.** If Client cancels or reschedules any session forming part of the Project Services less than ten Business Days before its scheduled date, the fee for that session shall remain payable in full, together with any costs incurred by Company that cannot be recovered. Company will use reasonable endeavours to deliver a rescheduled session within the period in Clause 5.11 at no further fee.
- 5.13 Expenses.** Unless the Purchase Order states otherwise, Client shall reimburse Company at cost for reasonable travel, accommodation, venue and other out-of-pocket expenses incurred in providing the Project Services, where agreed with Client in advance.

6. PROPRIETARY RIGHTS, LICENCES AND OWNERSHIP OF IP

- 6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Company reserves all right, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Client has the right to access and use applicable Content subject to the terms of applicable Purchase Orders and this Agreement.

6.3 Licence by Client to Company. Client grants Company a worldwide, limited-term licence to host, copy, use, transmit, and display any program code created by or for Client in accordance with this Agreement.

6.4 Client Materials. The Client Materials shall at all time remain owned by Client, and Client grants to Company a worldwide, fully paid-up, non-exclusive, royalty-free licence for Company's employees, subcontractors, consultants or agents to use and reproduce the Client Materials for the development and provision of the Services.

6.5. Ownership of IP

6.5.1 Company and/or its licensors shall retain ownership of all Company Background IPRs and the Client and/or its licensors shall retain ownership of the Client Background IPRs.

6.5.2 Each Party grants to the other Party a fully paid-up, worldwide, non-exclusive and royalty-free licence for the duration of this Agreement (i) to host, copy, use, transmit, and display any program code created, (ii) to use the other Party's trademarks and branding for the purpose of receiving the Services; and (iii) for the Parties to fulfil their respective rights and obligations under this Agreement.

6.5.3 All Deliverable IPRs shall be owned by Company unless otherwise specified in the Purchase Order. Upon payment in full of all amounts owed by Client, Company shall grant Client a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables for the sole purposes identified in the Purchase Order

6.5.4 Where the Client provides IPRs, Client grants Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Background IPRs and, where the Purchase Order provides that Client owns them, the Deliverable IPRs (i) for the purpose of delivering the Services or Deliverables to the Client, (ii) to use the Client Background IPRs and any such Deliverable IPRs for the purpose of promotional and marketing materials and internal training, (iii) where surveys and/or interviews have been carried out by Company with the input from third parties, to share such survey results or interview results with those third party participants, (iv) to reference the Services and or Deliverables in any materials produced in-house by Company, and (v) for any other purpose specified in the Purchase Order.

7.CONFIDENTIALITY AND DATA PROTECTION

7.1 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. Confidential Information of Client includes Client Data; Confidential Information of Company includes the Services and Content, and the terms and conditions of this Agreement and all Purchase Orders (including pricing). Confidential Information of each party includes 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 knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Company services.

7.2 Protection of Confidential Information. As between the Parties, each party retains all ownership rights in and to its Confidential Information. 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 Purchase Order 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, Company may disclose the terms of this Agreement and any applicable Purchase Order to a contractor or Non-Company Application Provider to the extent necessary to perform Company’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 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.

7.4. Data Protection

7.4.1 For the purpose of this Clause 7.4:

7.4.1.1 “controller“, “processor“, “Personal Data“, “data subject” and “processing” (and its cognate terms) shall have the meaning given to them in Article 4 of the UK GDPR; and

7.4.1.2 “Personal Data” means personal data provided by one Party (acting as controller) to the other Party (acting as processor) in relation to the Services.

- 7.4.2 Each party shall comply with its obligations under Data Protection Laws in respect of any Personal Data supplied by it, processed by it or received by it under this Agreement.
- 7.4.3 To the extent that either Party acts as a processor ('Processor Party') on behalf of the other Party ('Controller Party') in respect of the Services, the Processor Party shall:
- 7.4.3.1 only process such Personal Data as is strictly necessary to provide or receive the Services (as applicable) or in accordance with the Controller Party's express written instructions from time to time, and shall not process Personal Data for any other purposes;
 - 7.4.3.2 not appoint any additional sub-processor without providing the Controller Party 30 days of written notice, and all sub-processors noted in Company's Privacy Policy or otherwise disclosed are considered approved by Controller Party;
 - 7.4.3.3 not transfer Personal Data outside the UK or the European Economic Area without appropriate safeguards, such as the International Data Transfer Agreement, the UK Addendum or the Standard Contractual Clauses;
 - 7.4.3.4 provide reasonable assistance to the Controller Party in the Controller Party complying with its obligations under Data Protection Laws in respect of Personal Data, including assisting the Controller Party in complying with a data subject's right to access and to portability;
 - 7.4.3.5 at the end of the term of this Agreement promptly delete or return to the Controller Party (at the Controller Party's discretion and at the Processor Party's cost) all Personal Data and provide written notice to the Controller Party to confirm that such deletion or return has been completed;
 - 7.4.3.6 promptly comply with any request from the Controller Party requiring the Processor Party to amend, transfer or delete Personal Data;
 - 7.4.3.7 in the event that the Processor Party receives any complaint, notice or communication (from either the ICO or a data subject) which relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Laws, the Processor Party shall notify the Controller Party without undue delay and it shall provide the Controller Party and the ICO (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
 - 7.4.3.8 not disclose Personal Data to any data subject or to a third party other than at the request of the Controller Party;
 - 7.4.3.9 notify the Controller Party without undue delay upon becoming aware of any unauthorised or unlawful processing, loss of, damage to or destruction of any Personal Data;
 - 7.4.3.10 comply with any reasonable codes of practice or policies of the Controller Party relating to Personal Data, as notified to the Processor Party from time-to-time;
 - 7.4.3.11 maintain records of processing carried out in respect of Personal Data;
 - 7.4.3.12 upon request by the Controller Party, provide evidence demonstrating its compliance with this Clause; and

7.4.3.13 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data, and against the accidental loss or destruction of, or damage to Personal Data.

7.5 Not more than once per year, the Controller Party may require the Processor Party to complete a written questionnaire to demonstrate compliance with Clauses 7.4.3.1 to 7.4.3.13. If the responses do not reasonably demonstrate that compliance, the Controller Party shall have the right (but not the obligation) to audit the Processor Party up to once per year with 30 days prior notice to ensure Processor Party's compliance with Clauses 7.4.3.1 to 7.4.3.13. All costs of such audit shall be borne by the Controller Party.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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

8.2 Company Warranties. Company warrants that during an applicable subscription term (a) this Agreement and the Purchase Order/s will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, (b) Company will not materially decrease the overall security of the Services, (c) Company will not materially decrease the overall functionality of the Services., and (d) In supplying the Services, Company warrants that:

8.2.1 it shall perform the Services with reasonable skill and care;

8.2.2 it shall ensure that the Services, Deliverables and Content will conform in all material respects with any descriptions and specifications set out in the Purchase Order;

8.2.3 it shall use commercially reasonable efforts to make the Uptime application and any Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company shall give advance electronic notice), and (ii) any unavailability caused by a Force Majeure, internet service provider failure or delay; and

8.2.4 So far as Company is aware, the use of the Deliverables shall not infringe any third party Intellectual Property Rights.

8.3 Remedies. For any breach of a warranty above, Client's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE AND CONTENT ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Company. Company will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Client"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by Company in writing of, a Claim Against Client, provided Client (a) promptly gives Company written notice of the Claim Against Client, (b) gives Company sole control of the defence and settlement of the Claim Against Client (except that Company may not settle any Claim Against Client unless it unconditionally releases Client of all liability), and (c) gives Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to a Service, Company may in its discretion and at no cost to Client (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Company's warranties under "Company Warranties" above, (ii) obtain a licence for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscriptions for that Service upon 30 days' written notice and refund Client any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Client; (II) a Claim Against Client arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Company, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Client arises from Services under a Purchase Order for which there is no charge; or (IV) a Claim against Client arises from Client's breach of this Agreement or applicable Purchase Orders.

9.2 Indemnification by Client. Client will defend Company and any related companies, etc. against any claim, demand, suit or proceeding made or brought against Company by a third party (a) arising from Client's use of the Services or Content in an unlawful manner or in violation of the Agreement or Purchase Order (a "Claim Against Company"), and will indemnify Company from any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a settlement approved by Client in writing of, a Claim Against Company, provided Company (i) promptly gives Client written notice of the Claim Against Company, (ii) gives Client sole control of the defence and settlement of the Claim Against Company (except that Client may not settle any Claim Against Company unless it unconditionally releases Company of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defence and indemnification obligations do not apply if a Claim Against Company arises from Company's breach of this Agreement or any Purchase Order.

9.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY ITS

NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT AND ITS AFFILIATES IN THE TWELVE MONTHS PRECEDING THE INCIDENT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Client first accepts it and continues until all subscriptions and other Services hereunder have expired, been completed or been terminated.

11.2 Term of Purchased Subscriptions. The term of the Purchased Services or subscription shall be as specified in the applicable Purchase Order. Except as otherwise specified in a Purchase Order, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Purchase Order, renewal of promotional or one-time priced subscriptions will be at the price stated in the original Purchase Order as adjusted annually for inflation in accordance with Section 5.7 above.

Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

The term of any Project Services shall be as specified in the applicable Purchase Order or, if no term is specified, shall continue until those Services and any Deliverables have been delivered in full.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if 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.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Client in accordance with the “Termination” section above, Company will refund Client any prepaid fees covering the remainder of the term of all Purchase Orders after the effective date of termination. If this Agreement is terminated by Company in accordance with the “Termination” section above, Client will pay any unpaid fees covering the remainder of the term of all Purchase Orders to the extent permitted by applicable law. In no event will termination relieve Client of its obligation to pay any fees payable to Company for the period prior to the effective date of termination.

11.5 Consequences of Termination. On termination of this Agreement (i) any and all sums that remain payable to Company shall become immediately due (ii) any and all licences or rights granted under this Agreement shall terminate, save for those that are explicitly stated to be perpetual.

11.6 Surviving Provisions. The sections titled “Fees and Payment,” “Proprietary Rights and Licences,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Client Data” will survive any termination or expiration of this Agreement for so long as Company retains possession of Client Data.

12. GENERAL PROVISIONS

12.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Company and Client regarding Client’s use of Services/Deliverables and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Client purchase order or in any other Client order documentation (excluding Purchase Orders) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Purchase Order and (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

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

12.5 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.

12.6 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 Purchase Orders),

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. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a person whose principal business directly competes with the principal business of the other party, then such other party may terminate this Agreement by written notice given within three months of that event. No refund of prepaid fees shall be payable on such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Force Majeure. A Party shall not be liable for any delay or failure in performing its obligations under this Agreement to the extent such delay or failure results from an Event of Force Majeure.

12.8 Manner of Giving Notice. Any notice under this Agreement must be in writing and delivered by hand, sent by pre-paid first-class post or next working day delivery service, or sent by email to the contact details notified by the receiving Party (in the case of Company, legal@uptime.app), and shall be deemed received on delivery, two Business Days after posting, or on successful transmission by email, as applicable.

12.9 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

13. ANTI-BRIBERY

13.1 Each Party shall:

13.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.1.3 have and shall maintain in place throughout the term of this Agreement, its own policies and procedures to ensure compliance with relevant anti-bribery and anti-corruption laws and will enforce them where appropriate; and

13.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

13.1.5 Failure to comply with this clause 13 may result in the immediate termination of this Agreement.