

## ADMINISTRATE SOFTWARE SERVICES AGREEMENT

This Administrate Software Services Agreement (“Agreement”), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below (“Customer”) and Administrate Limited, a company registered in Scotland (No. SC333823), with notice contact information of 61 Dublin Street, Edinburgh EH3 6NL, email: accounts@getadministrate.com (“Administrate”). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this “Signature Page” or any other ordering document referencing this Agreement, the attached Terms and Conditions, all statements of work entered into in connection with this Agreement (“Statement(s) of Work”), and any schedules, exhibits, or other attachments incorporated herein.

CUSTOMER DETAILS	
Customer Legal Name	[_____]
State of Incorporation / Organization	[_____]
Type of Legal Entity	[_____]
Notice Contact Information	[_____ [_____ [_____ Email: [_____ Attn: [_____]

SERVICE DETAILS; PAYMENT TERMS	
Effective Date	
Initial Term	
Renewal Term Length	
Software Services Description	
Software Subscription Services Fees	
Implementation and Other Fees	
Authorised Number of End Users and Support Users	
Total Value of Contract	

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives effective on the Effective Date.

Administrate  
Administrate Limited

Customer:  
[\_\_\_\_\_]

\_\_\_\_\_  
Name: Patrick Flanagan  
Title: CCO  
Date:

\_\_\_\_\_  
Name: [\_\_\_\_\_  
Title: [\_\_\_\_\_  
Date:

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**1. GENERAL.** The following terms and conditions (“Terms and Conditions”) provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. Each Statement of Work shall be in substantially the same form as Schedule 1. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as “Ordering Document(s).”

## **2. SERVICES.**

**2.1 General.** All services provided by Administrate under this Agreement (“Services”), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

**2.2 Services Delivery.** Except as otherwise set forth on an applicable Ordering Document, Administrate may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

**2.3 Third Party Providers.** Customer acknowledges that the Services may enable or assist Customer and End Users in accessing the website content of, corresponding with, and purchasing products and services from, third parties via third-party websites and that Customer and its End Users do so solely at their own risk. Administrate shall have no liability in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer or End Users, with any such third party.

## **3. SOFTWARE SERVICES.**

**3.1 Software Services.** Administrate will provide Customer, and its authorized employees, contractors and other designated end users (“End Users”), including Customer’s users given access as end trainee/learners (“Learners”), up to the number of End Users and Learners, identified on the applicable Ordering Document, with access to the software products and related services provided by Administrate via a web browser (or mobile application) and identified on the applicable Ordering Document (“Software Services”). During the Term and subject to Customer’s compliance with this Agreement, Administrate grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer’s internal business purposes (and Learners may access the Software Services through Customer for their own training and learning purposes) in accordance with the terms of this Agreement.

**3.2 Support Services.** Administrate shall provide support services in accordance with Schedule 2. In all instances where service credits are available, such service credits shall be the sole remedy for a breach of this Agreement relating to the subject matter covered by such service credit. Any applicable service credits will be credited against amounts subsequently owed by Customer under this Agreement.

**3.3 Service Levels.** Administrate shall provide the Software Services in accordance with the service level agreement set forth in Schedule 3. In all instances where service credits are available, such service credits shall be the sole remedy for a breach of this Agreement relating to the subject matter covered by such service credit. Any applicable service credits will be credited against amounts subsequently owed by Customer under this Agreement.

**3.4 Restrictions.** Customer shall not share, lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users (and only the number of End Users authorized on the applicable Ordering Document). In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party’s Marks, except in Administrate’s performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

## **4. PROFESSIONAL SERVICES.**

**4.1 Professional Services.** Administrate may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, “Professional Services”) and Deliverables to Customer as set forth in a Statement of Work. “Deliverables” means all materials that are identified as such in a Statement of Work.

**4.2 Acceptance.** Any software constituting a Deliverable (each a “Software Deliverable”) shall be subject to acceptance by Customer to ensure that it meets the specifications of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within the agreed upon timeframe for acceptance, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Administrate of such nonconformities in reasonable detail, and Administrate will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Administrate, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

**4.3 Administrate Personnel.** Administrate shall appoint a Administrate employee to serve as a primary contact with respect to any Professional Services (the “Administrate Contract Manager”). Administrate shall also appoint Administrate Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Administrate may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Administrate shall remain responsible for the performance of the Professional Services. Administrate is responsible for all Administrate Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of

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social security and other payroll taxes, pensions, and other benefits whether required by law or pursuant to the contract of employment of Administrative Personnel.

4.4 License and Consents. Administrative shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5 Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Administrative shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

4.6 Customer Obligations. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 4.6.

a. *Customer Contract Manager*. Customer shall cooperate with Administrative in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

b. *Access and Assistance; Customer Materials*. Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by Administrative for the purposes of performing the Professional Services. Customer shall respond promptly to any Administrative request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Administrative to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Administrative may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. *Delay in Performance*. If Administrative's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Administrative shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Administrative's obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

4.7 Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Administrative shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

5. **RIGHTS RESERVED**. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the "Customer Materials" (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Administrative shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Administrative service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Administrative. Customer acknowledges that the Software Services in source code form is the Confidential Information of Administrative and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Administrative. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

## 6. FEES AND PAYMENT TERMS.

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Administrative the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Administrative, or (ii) if no payment method has been provided to Administrative, within forty-five (45) days of invoice. Fees are non-cancelable and non-refundable. After the Initial Term, and at the beginning of each Renewal Term thereafter, Administrative may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in the currency specified on the Ordering Document.

6.2 Additional End Users. Subject to the payment of applicable fees as further specified below, Customer may, from time to time during the Term, purchase additional authorised End Users either through the platform or by submitting a request in writing, and Administrative shall grant access to the Services to such additional End Users at the same rates as for the End Users authorised pursuant to the applicable Ordering Document. In most cases, Administrative will allow additional End Users but is not obliged to do so. Where additional End Users are added, additional fees shall be payable on a pro rata basis in respect of that year and throughout the Term unless otherwise agreed in writing between Customer and Administrative.

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6.3 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under applicable law) on all balances not paid when due. Administrate, at its option, may suspend the Services, in whole or in part, if Administrate does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.4 Taxes. The fees and expenses due to Administrate as set forth in this Agreement are net amounts to be received by Administrate, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Administrate in the performance of this Agreement or otherwise due as a result of this Agreement. Administrate shall add to its invoices such taxes as are necessary at the appropriate rate. This section will not apply to taxes based solely on Administrate's income.

6.5 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

## 7. TERM AND TERMINATION.

7.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall automatically renew for successive periods as set forth on the applicable Ordering Document, or if no such period is set forth on the Ordering Document, for successive periods equal to the length of the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 60 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

7.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Administrate; or

b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

7.3 Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

7.4 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Administrate hereunder

to Customer will immediately cease. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

7.5 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Administrate's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Administrate's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

## 8. CUSTOMER OBLIGATIONS.

8.1 Technical Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Administrate neither represents nor warrants that the Software Services will be accessible through all web browser releases.

8.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Administrate; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, infringing, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Administrate; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Administrate's, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Administrate systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorised altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorised access to the Software Services, other Administrate customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Administrate has no obligation to monitor Customer's use of the Software Services. However, Administrate may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account

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access details, to ensure that no unauthorised person may gain access to the Services.

**9.3 Compliance with Law.** Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Administrate immediately of any unauthorised use of the Software Services or any other breach of security that is known or suspected by Customer.

## 9. NON-DISCLOSURE AND CONFIDENTIALITY.

**9.1 Disclosure.** Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

**9.2 Requirement of Confidentiality.** The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorised under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Administrate. The obligations in this Section 9 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not

under any obligation to the Disclosing Party to maintain the confidentiality of such information.

**9.3 Compelled Disclosure.** If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

**9.4 Customer Data; Data Use.** "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Administrate a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Administrate's obligations and the exercise of Administrate's rights under this Agreement. Customer warrants to Administrate that Customer has the right to provide such Customer Data to Administrate in accordance with this Agreement. Additionally, Customer agrees that data derived by Administrate from Administrate's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Administrate for any lawful purpose both during and following the Term. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person.

## 10. DATA SECURITY; DISASTER RECOVERY.

**10.1 Data Security.** The parties agree to the terms of the Data Security Policy set forth in Schedule 4. Where Administrate processes any "personal data" on Customer's behalf, Customer agrees that it is the "data controller" and Administrate shall be a "data processor".

**10.2 Data Backup.** Customer accepts that backup copies of the Data will be made. Administrate makes a backup copy of Customer's Data during the night on a daily basis. Administrate keeps all backup copies for at least 5 business days. Customer can ask Administrate within 2 business days to replace (place back) a backup copy in whole or in part. Every replacement in whole or in part of a backup copy as a result of a Service Error (as defined in Schedule 2) will be carried out by Administrate free of charge. Every replacement in whole or in part at the request of Customer

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without the occurrence of a demonstrable Service Error that can be attributed to Administrate, may involve additional costs for Customer. Administrate will inform Customer in writing about any additional costs, upon which Customer must inform Administrate in writing that it accepts these additional costs before Administrate will commence replacing a backup copy. Administrate shall follow its archiving as set out in its back-up policy available at [www.getadministrate.com](http://www.getadministrate.com) (the "Website").

10.3 Loss of Data. Administrate shall ensure that the Recovery Point Objective (RPO) does not exceed 24 hours. The RPO is the age of files that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of hardware, program, or communications failure. Administrate is not liable to Customer for loss of data: a) during its RPO, or b) after its RPO if such data can be repaired or recreated by Administrate within a period of 3 business days after the loss of data first occurred and was reported to Administrate by Customer.

**11. LIMITED WARRANTY.** Administrate represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 11, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY ADMINISTRATE. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

## 12. LIMITATION OF LIABILITY.

12.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ADMINISTRATE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Exceptions. The exclusions and limitations in Section 12.1 and Section 12.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 9 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 13 (Indemnification).

## 13. INDEMNIFICATION.

13.1 Administrate Indemnification. Administrate shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Administrate shall have no obligations under this Section 13.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Administrate; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Administrate in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Administrate. If the Services, or any part thereof, become, or in the opinion of Administrate may become, the subject of a claim of infringement or misappropriation, Administrate may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

13.2 Customer Indemnification. Customer shall defend Administrate and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Administrate's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Administrate to the extent based on such an Action.

13.3 Indemnification Procedures. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its

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choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 13.1 shall not relieve the indemnifying party of its obligations under this Section 13.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

## 14. GENERAL.

14.1 Governing Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English Law. Each party irrevocably agrees that the courts of England 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.

14.2 Disputes. This Section shall apply to all disputes, controversies and/or claims, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory (other than equitable relief which either party is entitled to seek for breaches of confidentiality or intellectual property rights) arising out of or relating to this Agreement or alleged breach of this Agreement (collectively, "Disputes"). If a Dispute arises, either party shall give the other written notice of the Dispute ("Dispute Notice"), setting out its nature and full particulars together with supporting documents. The parties will use all reasonable efforts to settle all Disputes through good faith negotiations within thirty (30) days of the Dispute Notice. If such dispute is not resolved by the end of the thirty (30) day period, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a party must serve notice in writing ("ADR Notice") to the other party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the parties within fourteen (14) days of the ADR Notice, the mediator shall be nominated by CEDR. Unless otherwise agreed between the parties, the mediation will start not later than thirty (30) days after the date of the ADR notice. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Section 14.1, which clause shall apply at all times. If the Dispute is not resolved within sixty (60) days of the ADR Notice, or either party fails to participate or ceases to participate in the mediation before the expiry of that period, or the mediation terminates before the expiry of that period, the Dispute shall finally be resolved by the courts of England in accordance with Section 14.1.

14.3 Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether

in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

14.4 Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognised overnight courier service; or (iv) by email to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 14.4.

14.5 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

14.7 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.8 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

14.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

14.10 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set

## SOFTWARE SERVICES AGREEMENT

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forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.11 Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

14.12 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.4 (Restrictions) or Section 9 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

14.13 Publicity Consent. Customer hereby authorizes Administrate, and grants Administrate the worldwide, perpetual, irrevocable right and license, to: (a) use, publish, disclose and distribute the Provided Content (as defined below), in any form or medium, for any lawful purpose throughout the world, including for advertising, marketing, publicity, and promotion of Administrate and its products and services; and (b) use and disclose Company's name and/or logo(s) in connection with such

Provided Content, provided that Administrate acknowledges and agrees that Company retains all ownership rights in and to Company's name and logo and any goodwill associated therewith shall inure to the benefit of Company. "**Provided Content**" means and includes any comments, feedback, suggestions, quotations, testimonials, endorsements, case studies, statements or similar materials or information provided by or on behalf of Customer or its employees or other representatives relating to Administrate or its products or services. Administrate may modify Provided Content so long as the original content is not significantly altered or misrepresented.

14.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

14.15 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

14.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



**Annex 1**

**Services Description and Price List**

# SOFTWARE SERVICES AGREEMENT

## Schedule 1

### Form of Statement of Work

This Statement of Work ("Statement of Work"), adopts and incorporates by reference the terms and conditions of the Software Services Agreement ("Agreement"), which was entered into on [DATE], between Administrate Limited ("Administrate") and [CUSTOMER] ("Customer"), as it may be amended from time to time. This Statement of Work is effective beginning on [DATE] ("SOW Effective Date") and will remain in effect until [DATE/COMPLETION] ("Expiration Date"), unless earlier terminated in accordance with the Agreement. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Agreement. Capitalised terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

1. [Defined Terms. For purposes of this Statement of Work, the following terms shall have the following meanings:

[**DEFINED TERM**] [TEXT OF DEFINITION].

[**DEFINED TERM**] [TEXT OF DEFINITION].]

2. Scope of Work. [PROJECT SUMMARY].

3. [Work Schedule] [and] [Deliverables]. [The relevant milestones, completion dates, and terms associated with this Statement of Work are as follows:]

Line Item	Task	Completion Date
1		
2		
3		

[The relevant deliverables associated with this Statement of Work are as follows:]

Line Item	Quantity	[Good/Product] [or other] [Deliverable]	Delivery Date	Delivery Location
1				
2				
3				

4. Pricing. All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price [per unit/[OTHER]]	[Cost Structure]
<b>Total:</b>		

5. [Other Statement of Work-specific Terms and Conditions. [Statement of Work-SPECIFIC TERMS AND CONDITIONS].]

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

Administrate:

Administrate Limited

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer:

[Customer]

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 2 Support Services

### Support Service Responsibilities

Administrate shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Administrate shall not assess any additional fees, costs or charges for such Support Services.

Administrate shall use commercially reasonable efforts to:

- (a) correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) Provide online access to technical support bulletins and other user support information and forums, to the full extent Administrate makes such resources available to its other customers; and
- (c) Respond to and Resolve Support Requests as specified below.

### Service Monitoring and Management

Administrate shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

### Service Maintenance

Administrate shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Administrate provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

### Support Service Level Requirements

Administrate shall use commercially reasonable efforts to correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth below ("Support Service Level Requirements").

### Support Requests

Customer shall designate Support Users to submit on its behalf requests for Service Error corrections and they will be classified by Administrate in accordance with the descriptions set forth in the chart below (each a "Support Request"). "Support User(s)" means the End Users designated by Customer to receive access to Administrate's support desk. All Support Requests from Customer must be submitted by one of the Support Users. The Software Services include an online helpdesk enabling the End Users of the Software Services to send reports to Administrate describing the Service Error. If the Software Services are not available, End Users should report a Service Error via the e-mail address: support@getadministrate.com.

<b>Support Request Classification</b>	<b>Description:</b>
<b>Urgent Service Error</b>	Any Service Error Comprising or Causing any of the Following Events or Effects System outage or critical production issue including those causing data loss or significant financial impact without any known workarounds and affects all users in the organization.
<b>High Service Error</b>	Issues or questions which pose significant operational challenges to Customer. This includes issues with known workarounds, if the workarounds are demonstrably complex, time consuming, or unscalable.
<b>Normal (default) Service Error</b>	Issues that have a known workaround and are not impacting critical business operations. Questions that are time sensitive.

## SOFTWARE SERVICES AGREEMENT

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<b>Low Service Error</b>	Routine questions or issues which are not time sensitive.
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### Response and Resolution Time Service Levels

Response and Resolution times will be measured from the time Administrate receives a Support Request until the respective times Administrate has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalised terms) means that, as to any Service Error, Administrate has provided Customer the corresponding Service Error correction. Administrate shall use commercially reasonable efforts to respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

<b>Support Request Classification</b>	<b>Response Time</b>	<b>Resolution Time</b>
Urgent Service Error		
High Service Error		
Normal Service Error		
Low Service Error		

## Schedule 3

### Service Level Agreement

**1. Service Levels.** Subject to the terms and conditions of this Agreement, Administrate will use commercially reasonable efforts to make the Software Services Available at least ninety-nine and nine-tenths percent (99.9%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Software Services to meet the Availability Requirement. “**Available**” and “**Availability**” mean the Software Services are available for access and use by Customer and its End Users over the Internet. For purposes of calculating the Availability Requirement, the following are “**Exceptions**” to the Availability Requirement, and neither will the Software Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its End Users to access or use the Software Services that is due, in whole or in part, to any: (a) access to or use of the Software Services by Customer or any End User, or using Customer’s or an End User’s access credentials, that does not strictly comply with this Agreement; (b) Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement, or any problem or failure caused by Customer, including its End Users; (c) Customer’s or its End User’s Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Administrate pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

**2. Service Level Failures and Remedies.** In the event of a Service Level Failure, Administrate shall issue a credit to Customer equal to five percent (5%) of the monthly fees for the Software Services for such Service Period for each full 30 minutes by which the Availability Requirement has been missed during such Service Period (each a “**Service Credit**”). For example, if the Availability Requirement was missed by 75 minutes, the Service Credit would be 10% of the monthly fees for the Software Services during such Service Period. Notwithstanding the foregoing, Administrate has no obligation to issue any Service Credit unless (i) Customer reports the Service Failure to Administrate immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within fourteen (14) days of the Service Level Failure. The Customer will only be eligible for a Service Credit if the request is made in writing and contains at least the following information: (a) name of Customer and name of the contact person, (b) date and time when the unavailability was determined, (c) description of the observed unavailability, (d) the manner in which the unavailability has been determined, (e) evidence (such as screen prints), if available, and (f) scope of the unavailability (e.g. duration). Administrate will consider every request and will reply in writing within 14 days after receipt of Customer’s request. Administrate may agree fully, in part or not at all with Customer’s request. If Administrate does agree in part or not at all, Administrate’s response shall be accompanied by a clear explanation for its determination. Any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 2 sets forth Administrate’s sole obligation and liability and Customer’s sole remedy for any Service Level Failure.

**3. Scheduled Downtime.** Administrate will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Software Services between the hours of 10:00p.m. and 8:00 a.m., British Standard Time; and (b) give Customer at least two business days’ prior notice of all scheduled outages of the Software Services (“**Scheduled Downtime**”).

**4. Reports.** The Availability of the Software Services is determined at least every three minutes from different locations by an independent party. Reports on the Availability will be provided to Customer upon its request. The reports will only serve as an indication of the probable Availability of the Software Services for Customer, because the results may not only be influenced by a Service Level Failure at Administrate but also by other causes, and a Service Level Failure at a certain measuring location doesn’t necessarily influence the Availability of the Software Services for Customer. The reports on the Availability determined by an independent third party will be kept by Administrate for a period of at least 12 months.

## Schedule 4

### Data Security Policy

#### Administrate Security Policy

Administrate shall provide the Services in accordance with the terms and conditions regarding data security set forth herein, as well as in accordance with all applicable laws relating to data privacy and security. Administrate shall also cooperate and use best efforts to comply with any requests or instructions issued by any governmental or regulatory authority in respect of Customer Confidential Information and personally identifiable information within the Customer Data (collectively, the “Protected Data”).

#### Security Measures

Administrate will establish and maintain appropriate electronic, physical and organizational security procedures, measures and controls to guard against the destruction, loss, unauthorised access or disclosure, usage or alteration of Protected Data in the possession of Administrate. The Software Services are hosted in a data center that complies at least with the standards of ISO 27001 and ISO 9001. Additionally, Administrate maintains ISO 27001:2013 certification. Administrate employs many different layers of security to keep Protected Data safe. These security policies and processes follow industry best practices whenever possible and are periodically reviewed for conformance and compliance.

- All authentication and data transfer is fully encrypted and conducted via TLS (the successor to SSL).
- Administrate employs firewall protections that prevent unauthorised users from attempting to connect to the Services.
- Administrate has separate privileges for customer data and application access, and customer data is not commingled.
- Administrate employs an industry-leading third-party security scanning service to audit Administrate’s externally-facing infrastructure to determine any possible security threats daily.
- Source Code Management is employed for all applications and development processes.
- Application source code is hosted using an industry-leading secure, third-party source code repository.

Additional information about Administrate’s data security practices are available at the Wesbite.

#### EU Data

With respect to the processing of “personal data” governed by Applicable Law (as defined in Appendix A), the Data Processing Addendum set forth in Appendix A shall also apply. The U.S. subsidiary of Administrate has been certified for the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.

## Appendix A

### Data Processing Addendum

#### 1. Defined words and phrases

The definitions set out in the Agreement shall apply in this data processing addendum, unless otherwise specified. In addition, the following definitions shall apply:

- 1.1 “**Applicable Law**” means the national laws of the UK or of any member of the European Union or by the laws of the European Union applicable to processing of personal data by Administrate.
- 1.2 “**Data Protection Legislation**” means all applicable laws, regulations, directives and codes of practice relating to the processing of personal data and privacy including, but not limited to the Data Protection Act 2018, General Data Protection Regulation (EU/2016/679) (“**GDPR**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC) including any relevant primary, subordinate or implementing laws, regulations, directives, or codes of practice and any replacement/subsequent European and/or UK legislation, as amended from time to time.
- 1.3 “**Protected Data**” means personal data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of Administrate’s obligations under the Agreement;
- 1.4 The terms “**data controller**”, “**data processor**”, “**data subject**”, “**personal data**”, “**sensitive personal data**” and “**special categories of personal data**” shall have the meaning given in the Data Protection Legislation.

#### 2. Compliance with the Data Protection Legislation

- 2.1 This clause is in addition to and does not relieve, remove or replace a party’s obligations under the Data Protection Legislation. Both parties shall comply with all applicable requirements of the Data Protection Legislation.
- 2.2 In case the Data Protection Legislation changes in a way that the Agreement is no longer adequate for the purpose of governing lawful data processing exercises, the parties will negotiate in good faith to amend this clause in light of such new legislation.
- 2.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer the data controller and Administrate is the data processor.

#### 3. Data Processing

- 3.1 The purpose of the processing under this data processing addendum is the processing of Protected Data for the purpose of providing the Services (as defined in the Agreement).
- 3.2 The following table (which shall be subject to annual review by the parties) sets out the nature of processing of the Protected Data by Administrate under the Agreement, the duration of processing, the types or personal data and the categories of data subject:

<b>Nature of processing</b>	The Personal Data will be processed in order to provide services to the Data Controller, namely but not limited to. collection / recording / organization or structuring / storage / adaptation or alteration / retrieval / consultation / use / disclosure by transmission / dissemination or otherwise making available / alignment or combination / restriction / erasure or destruction
<b>Duration of processing</b>	The duration of the Agreement.
<b>Types of personal data</b>	Personal Data relating to but not limited to name / address / email address / telephone number / payment details / job title or position.
<b>Categories of data subject</b>	Employees / customers / suppliers / contacts of the Customer

#### 4. Customer’s Obligations

Without prejudice to the generality of clause 2.1, the Customer shall:

- 4.1 ensure that it has lawful grounds for processing the Protected Data;

- 4.2 ensure that it has all necessary appropriate consents and it is entitled to transfer the Protected Data to Administrate so that Administrate may lawfully use, process and transfer the Protected Data in order to provide the Services for the duration and purpose of the Agreement;
- 4.3 be responsible for maintaining the accuracy of the Protected Data. Administrate shall promptly comply with any request from the Customer requiring Administrate to amend or transfer the Protected Data;
- 4.4 ensure that it implements appropriate technical and organisational measures against unauthorised or unlawful processing of personal data or its accidental loss, destruction or damage; and
- 4.5 ensure that it does not disclose any sensitive personal data or special categories of personal data to Administrate.

## 5. Administrate's Obligations

Without prejudice to the generality of clause 2.1, Administrate shall:

- 5.1 maintain and make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Legislation and this data processing addendum and allow for and contribute to audits, including inspections, conducted the Customer or another auditor mandated by the Customer;
- 5.2 process the Protected Data only in accordance with written instructions given the Customer unless Administrate is required to process by Applicable Law. Where Administrate is relying on Applicable Law as the basis for processing the Protected Data, Administrate shall promptly notify the Customer of the same before performing the processing required by Applicable Law unless such Applicable Law prohibits Administrate from notifying the Customer;
- 5.3 promptly inform the Customer in the event that Administrate reasonably believes that the Customer's instructions breach the Data Protection Legislation;
- 5.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 5.5 taking into account the nature of processing and the information available to Administrate, provide the Customer with full co-operation and assistance in ensuring compliance with the obligations laid down in the Data Protection Legislation concerning security of processing, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.6 ensure that all personnel who have access to and/or process the Protected Data are obliged to keep the personal data confidential;
- 5.7 promptly inform the Customer of any complaints, requests or enquiries received from data subjects under the Data Protection Legislation, including but not limited to requests to access, correct, delete, block or restrict access to their personal data and co-operate with the Customer to ensure that such requests are handled in accordance with the Data Protection Legislation;
- 5.8 notify the Customer without undue delay upon becoming aware of a personal data breach (the accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing) and co-operate fully with the Customer to the extent required with regard to the notification of the data breach to the relevant supervisory authority and the communication of the data breach to the affected data subject(s);
- 5.9 at the Customer's written direction, delete or return all of the Protected Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data;
- 5.10 ensure that any Protected Data which may be transferred or stored outside of the EEA in order to carry out the Services and Administrate's other obligations under the Agreement are carried out in compliance with the Data Protection Legislation; and
- 5.11 Administrate shall be entitled to engage a sub-contractor to perform any of the Available Services (each a "**Sub-Processor**"). Administrate maintains a list of all such Sub-Processors at [www.getadministrate.com/trust/](http://www.getadministrate.com/trust/). Administrate shall provide the Customer with reasonable prior notice of any intended changes concerning the addition or replacement of such Sub-Processors to those who wish to subscribe to such changes. If, acting reasonably, the Customer decides to object to such sub-processing, then the Customer shall provide written details to Administrate within seven (7) days of the date of Administrate's notification and the following shall apply:
  - 5.11.1 the parties shall discuss the Customer's concerns and Administrate shall use reasonable endeavors to propose an alternative arrangement (along with any additional charges); and
  - 5.11.2 if the parties agree an alternative arrangement, then any changes to the Services or fees required to implement such arrangement will be documented by the parties."

## 6. Termination

Administrate shall have the right to terminate the Agreement in the event that the Customer:

- 6.1 is not, in Administrate's opinion, processing the Protected Data in accordance with this data processing addendum;



- 6.2 breaches any other provision of this data processing addendum; or
- 6.3 are not fully in compliance with the Data Protection Legislation.