



Master Services Agreement

For Altia Service(s)

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1. Introduction and General Notes

About this document. This Master Services Agreement (“**MSA**”), often referred to as ‘general terms’ or ‘master terms’, contain the core legal and commercial obligations that apply to Altia (“**Us**”, “**We**”, or “**Our**”) as the supplier of Altia Service(s) to a Party, as a Customer of Altia Service(s), nominated in a Fully Executed MSA Initiating Altia Service(s) Order Form (“**Initiating Order**”) and surviving through any subsequent Altia Service(s) Order Form (“**Subsequent Order Form**”), (**both**, “**Order Form(s)**”). Altia’s MSA and any referenced attachments, annexures or schedules (“**Agreement Supplementary Material**”) is hereafter referred to as the, or this “**Agreement**”.

Definitions, terms and interpretation. In this document, defined terms are contained within the Altia Legal Definition Schedule (“**Definition Schedule**”). Words capitalised in error appearing as a Term, or where words are intentionally not defined as Term(s) but are perceived by a Party as potentially being a Term, are to be given the meaning of the word, or words, in context, as determined by what a reasonable person, having been deemed responsibly capable for reviewing commercial agreement(s), would have understood the word(s). Definitions may be inferred from the subject of the section, and where appropriate, Terms may be defined ‘in line’ or their acronyms introduced.

Agreement Generalisation. The Agreement in its entirety is geographically, currency and Altia Service(s) generalised, to ensure consistency in legal and commercial agreement(s). There may be clause(s), sections or reference to the Agreement and/or Agreement Supplementary Material that are not relevant to a specific Agreement between Altia and a Customer. Section Two of this document, the Agreement and each referenced Agreement Supplementary Material outlines Applicability for Party(s) to determine if the clause(s), sections or referenced Agreement Supplementary Material are in scope of the Agreement.

Document Version. This document is made current at the date published and made available at <https://legal.altiacloud.com> (the “Reference Date”). The Reference Date determine(s) the Agreement entered into, which survives in perpetuity, through Order Form(s).

Altia’s right to update, change or amend. Altia, from time to time, may update this document, the Agreement and Agreement Supplementary Material. If you are supplied Altia Service(s) by Altia, through an Agreement, you will be advised of changes to this Agreement or Agreement Supplementary Material through the ‘[Notices to Parties](#)’ section of Altia’s MSA. Archived versions of Altia’s MSA and any Agreement Supplementary Material from the Agreement against the Reference Date can be found at <https://legal.altiacloud.com>. If there are any disputes to clause(s) of this document, the Agreement or Agreement Supplementary Material as varied from the Reference Date, you may raise a dispute as per the ‘[Dispute Resolution](#)’ Section of Altia’s MSA.

2. Applicability

This Agreement is applicable to all Party(s) of a Fully Executed Order Form and the clauses of this Agreement survive through any and all Order Form(s) between the Parties. The clauses of this Agreement, as published at the Reference Date, of a Fully Executed Order Form survive any and all Order Form(s) even if Altia observe their right to update the Agreement. On any Subsequent Order Form to a Fully Executed Order Form, either Party may request for a later version of the Agreement to take effect, however, must be accepted by all Parties.

Forming part of the Agreement is any applicable and referenced attachments, annexures or schedules, including but not limited to the material listed below under ‘Altia’s Legal Documents (Generally)’ or any other attachment(s), annexure(s) or schedule(s) specifically referenced in an Fully Executed Order Form(s). Copies of these attachment(s), annexure(s) or schedule(s) are made available at Altia’s Agreement Cloud found at <https://legal.altiacloud.com>, other than non-standard attachment(s), annexure(s) or schedule(s) which may be specifically referenced in an executed Order Form(s).

Applicability of each attachment(s), annexure(s) or schedule(s) is through the Applicability statement of each attachment(s), annexure(s) or schedule(s); unless explicitly stated as otherwise applicable, or not Applicable, in an executed Order Form(s). Amendments, deviations, additions, or omissions of clauses in this Agreement, including to attachment(s), annexure(s) or schedule(s) can be requested by any Party in any or Order Form(s) and will be observed as part of the Agreement on a Fully Executed Order Form(s) if agreed to by all Parties.

This Agreement is not Applicable when Altia Service(S) are provided to a Party outside of an executed Order Form(s), as mutually agreed from time to time, or through a Reseller.

3. Parties

3.1. Altia, as the Supplier of Altia Service(s)

Altia acts as the Supplier to Customer(s) of Altia Service(s). Altia is a technology service provider of software, data and Professional Services, all “**Altia Service(s)**”. Altia comprises a number of legal entities, with the specific legal entity applicable to an Agreement being determined by the Jurisdiction Schedule and/or as explicitly stated in an executed Order Form(s). “**Altia**” means any of the following legal entities or Affiliates:

- a) **Altia-ABM Pty Ltd.** An Australian Private Company registered in Australia, to 12 of 440 Collins Street, Melbourne Australia 3000 with Australian Company Number 624 219 156.
- b) **Altia-ABM Inc.** A Canadian Non-distributing corporation with 50 or fewer shareholders, of 3400, 350 7 Avenue Southwest, Calgary T2P 3N9, Alberta Canada, with Company Number 10011266.
- c) **Altia Solutions Limited.** Registered as a company in the United Kingdom limited by shares, to 146 West Regent Street, Glasgow G2 2RQ United Kingdom with company number SC228451.
- d) **ABM Intelligence Limited.** Registered as a company in the United Kingdom limited by shares, to Nottingham Science and Technology Park, Nottingham, England, NG7 2RL, United Kingdom with company number 03319098.
- e) **Altia Intel Inc.** Registered as a company in the United States of America, at 3500 South Dupont Highway, Dover, Delaware 19901, United States of America with Employer Identification Number 32-0690264.

3.2. Customer(s), Being Supplied Altia Service(s)

Customer(s) is any Party(s), who are not Altia, as named in executed Order Form(s). There may be times where this is two or more Customer(s) Party to the Agreement, or other related third parties, and this will be specified in executed Order Form(s).

3.3. Appointment

The Customer(s) appoint Altia to provide Altia Service(s) to the Customer and to User(s), in accordance with the terms of the Agreement.

3.4. Parties Generally

- a) If a Party consists of more than one person, this Agreement binds each of them separately and any two or more of them, jointly.
- b) An obligation, representation, or warranty in favour of more than one person is for the benefit of them separately and jointly.
- c) A Party, which is a trustee, is bound both personally and in its capacity as a trustee.

4. Altia's Legal Documents (Generally)

This Agreement may comprise any or all Agreement Supplementary Material which may all be found at <https://legal.altiacloud.com>, as follows.

Altia's DPA Altia's DPA explains how Altia process Customer Data and includes specifics relating to compliance with GDPR. Altia's DPA is applicable to ALL Agreements and can be found [here](#).

Altia's AUP. Altia's AUP outlines (subject to some exclusions) what Customer(s) or User(s) can and can't do while accessing or using our Altia Service(s). **Altia's AUP is applicable to ALL Agreements** and can be found [here](#).

Altia's ToU. Altia's ToU apply to both visitors of Altia's public internet presence at <https://altiaintel.com>, <https://legal.altiacloud.com>, and the web and mobile applications that support Altia Service(s). Altia's ToU are not comprehensive and are intended to alter User(s) rather than Customer(s) to the Agreement and all Agreement Supplementary Material that may apply to them. **Altia's ToU is applicable to ALL User(s) of Altia Service(s) and simply draws a User(s) attention to the Agreement** and can be found [here](#).

Altia's Privacy Policy. Altia's Privacy Policy apply to both visitors of Altia's public internet presence at <https://altiaintel.com>, <https://legal.altiacloud.com>, and the web and mobile applications that support Altia Service(s). Altia's Privacy Policy relates to Customer(s) and User(s) dealings with Altia generally, as part of the Agreement, or in absence of any Agreement. **Altia's Privacy Policy is applicable to ALL Agreements, Customer(s) of Altia Service(s) and simply draws a User(s) attention to the Agreement** and can be found [here](#).

Altia's EULA. Altia's EULA applies to individual User(s) of Altia Service(s) and sets out the obligations and conditions between User(s) and Altia, relating to use of Altia Service(s). **Altia's EULA is applicable to ALL User(s) of Altia Service(s) and simply draws a User(s) attention to the Agreement** and can be found [here](#).

Altia's Security Schedule. Altia's Security Schedule sets out the baseline security measure when Applicable to an Agreement. Customer(s) must make their own determination of Applicability based on section two of Altia's Security Schedule on its Applicability to them and any and all risks contained within the document. **Altia's Security Schedule MAY be applicable to Customer(s) using**

Altia Service(s) to collect, handle, maintain, use or store highly sensitive information and can be found [here](#).

Altia's SLA. Altia SLA outlines the standard of performance expected when using Altia Service(s) and Altia Service(s) Support afforded under this Agreement, if Applicable. **Altia's SLA MAY be applicable to certain Customer(s) who are being provided Altia Service(s) under an SLA** and can be found [here](#).

Altia's Jurisdiction Schedule. Altia's Jurisdiction Schedule outlines jurisdiction specific terms may apply to them, if not included in this Agreement and also identifies which Altia entity a Customer is contracting with, and which Laws will govern the Agreement if not defaulting to the United Kingdom. **Altia's Jurisdiction Schedule MAY be applicable to certain Customer(s) who are located outside of the UK** and can be found [here](#).

Order Form(s). Order Form(s) provide the specific details of the Agreement and may also include (if specified as an attachment) Professional Service(s) Statement of Works, Charge Order Schedule(s), or any Agreed Additional Terms Schedule. Importantly, the Order Form executes and makes the Agreement enforceable. The Order Form allows Customer(s) and Altia to agree to inclusions, omissions, deviations, or amendments to the Agreement, and includes the following general information:

- Contracting Parties (Legal Entities) and Governing Jurisdiction.
- Agreement Term (length); Commencement Date (Start); and Termination Date (end).
- Product Itemisation, Description, Unit Type, Quantity/Scope, Price Per Unit/Scope and/or Professional Service(s).
- Applicable Laws, applicable Data Sovereignty, Data Retention, Data Residency, and Jurisdiction/Geographically applicable Compliance Requirements.
- Amendment (Callins and Callouts) for any to inclusions, omissions or deviations, to the Agreement.
- Payment Terms, Total Fees and Charges (excluding Tax).
- A non-binding, non-definitive guide to Applicability of other documents.
- Rights on Renewal Term (Altia's Commitments on Termination).
- Reference Date Agreement Execution and any bespoke attachments.

5. Definitions

Definitions in used in this Agreement are defined in Altia's Agreement Definition Schedule (**Or, "Definition Schedule"**).

6. Interpretation

In this Agreement, unless the contrary intention appears, references to:

- a) one gender includes the others.
- b) the singular includes the plural, and the plural includes the singular.
- c) a person includes a body corporate.
- d) a Party includes the Party's executors, administrators, successors and permitted assigns.
- e) Great British Pounds (**or, "GBP"**) is the currency for all amounts unless otherwise stated in an Order Form, or Tax Invoice.
- f) A thing includes the whole and each part of it separately.
- g) A statute, regulation, code or other Law or a provision of any of them includes: any amendment or replacement of it; and another regulation or other statutory instrument made under it or made under it as amended or replaced.
- h) 'Including' and similar expressions are not words of limitation.
- i) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- j) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- k) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
- l) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

7. Formation of Agreement and Perpetuity

This Agreement is formed and commences on the date when an Initiating Order is Fully Executed by all Parties and shall continue in perpetuity until Termination in accordance with the terms and conditions of an Initial Order or any subsequent Order Form. The Agreement published and made available to Parties as current on the date this Agreement is formed shall survive in perpetuity and only if agreed to by all Parties, in writing, should later versions of an Agreement be taken as in effect.

8. Initiating Orders and Order Forms

8.1. Format of Order Forms

An Order Form submitted by the Customer must be sent to Altia in the format specified by Altia, or such other format as Altia may reasonably require or accept. Each Order Form will be allocated a unique number.

8.2. Acceptance of Order Form(s)

Altia reserves the right to refuse, reject or propose an amendment to an Order Form. Altia must, within seven Business Days of receipt of an Order Form from the Customer, either sign the Order Form, or communicate in writing its rejection of the Order Form.

8.3. Order of Execution

Altia will issue an Order Form and ensure that Order Form references all referenced agreements, annexures, attachments, polices, schedules, appendices, SoW or SCO that will form the Agreement upon execution. The Customer, and any other relevant Party, after review may sign the Order Form and return the Order Form to Altia for signature, if accepted. Once signed by Altia (and now all Parties), the fully signed and executed Order Form will be provided to all Parties and the Agreement shall be deemed executed in effect.

8.4. Subsequent Order Forms (Renewals)

Within three months of the Termination Date of an Order Form, Altia will provide the Customer with an Order Form akin to the previous Order Form as a "Renewal" for Altia Service(s) for the Customer to consider and act upon, in order of execution as outlined in clause 7.3. Customer(s) may propose amended terms and conditions in an Order Form which is different from the prior or elect not to action or sign the Order Form in which case the Agreement will terminate on the Termination Date and Altia Service(s) will no longer be provided to the Customer, and the Customer must cease access and or use of, and no longer benefit from the Altia Service(s).

8.5. Pricing, Corporate Responsibility and Integrity

Altia reserve the right to propose an amendment to the terms and conditions contained within any Order Form(s) subsequent to the last (including Initiating Orders). These amendments may include an increase of fees payable to Altia by the Customer for Altia Service(s).

9. Term and Termination

9.1. Clauses of the Agreement

These clauses of the Agreement shall commence on the Commencement Date and shall continue in perpetuity until the Termination in accordance with the terms and conditions of an Order Form.

9.2. Term of Order Form(s)

An Order Form(s) shall commence on its Commencement Date, as specified in each Order Form(s) and shall continue until the earlier of its expiry at the Termination Date, as defined in an Order Form(s) or Termination in accordance with a clause of this Agreement.

9.3. Term of Review

At the sole and absolute discretion of Altia, and in the absence of any paid or unpaid pilot, proof of concept, not-for-profit provided or trial of Altia Service(s) of any kind; an Order Form(s) may include a Review Date in which the Customer may Terminate the Agreement as a result of the Altia Service(s) not performing as expected against the Customer's documented objectives.

9.4. Termination for Cause by Altia

Altia may Terminate the Agreement immediately by written notice to the Customer, if the Customer: Is or becomes insolvent; fails to pay an amount in full when that amount is due and payable in accordance with the Agreement; or commits a breach of the Agreement and fails to remedy that breach within 30 days of notice from Altia of that breach.

9.5. Termination for Cause by Customer

The Customer may Terminate the Agreement immediately by written notice to Altia, if Altia: Is or becomes insolvent; fails to provide the Altia Service(s) in accordance with the Agreement; or commits a breach of the Agreement and fails to remedy that breach within 30 days of notice from the Customer of that breach.

9.6. Consequences of Expiry or Termination

Upon expiry or Termination of the Agreement for any reason, each Party must comply with its obligations in relation to Disengagement as outlined in this Agreement. Termination or expiry of the Agreement will not affect the rights of the Parties which have accrued before the Termination Date of the Agreement, or expiry date of the Order Form(s). Clauses relating to warranties, indemnities, Intellectual Property Rights, insurance(s), confidentiality, privacy and data protection (and any other provisions which by their nature are intended to survive Termination or expiry) will survive Termination or the Termination Date of the Agreement and an Order Form regardless of cause or Party.

10. Invoicing and Payment

10.1. Payment of Fees and Charges

The Customer agrees to pay the Fees and Charges for Altia Service(s) in the manner described in the terms and conditions of an Order Form applicable to this Agreement. Unless otherwise agreed by all Parties, the Fees and Charges

include: all Altia Service(s), and charges for any items used or supplied in connection with the Altia Service(s), detailed, quoted, or attached as a Tax Invoice to an Order Form; and all taxes and duties applicable to the supply of the Services. Unless otherwise stated, the Fees and Charges are the only amounts payable by the Customer to Altia under or in connection to an Order Form applicable to this Agreement. Altia reserve the right to suspend the Altia Service(s) if a Customer fails to comply with this clause or the terms and conditions relating to payment of Fees and Charges of Altia Service(s) in the manner described in the terms and conditions of an Order Form applicable to this Agreement; and may Terminate the Agreement if the Customer continues to fail in complying beyond a reasonable expectation.

10.2. Consumption Tax

- a) **Fees and Charges.** Except as expressly stated, all Fees and Charges payable under or in connection with the Agreement are exclusive of Tax. (For the sake of clarity, where applicable, Tax will be added will be added to the Tax Invoice).
- b) **Tax Invoice(s).** Altia must provide the Customer a valid Tax Invoice.
- c) **Consumption Tax Rate Changes.** In relation to any consideration payable or to be provided under or in connection with the Agreement that is expressed to be inclusive of Tax, as and where applicable (“existing Consumption Tax inclusive consideration”), in the event of an increase in the Tax rate, Altia may, subject to issuing a Tax Invoice (or adjustment note), recover from the Customer an additional amount on account of the increase in the Tax rate. This additional amount is to be determined by converting the existing Tax inclusive consideration to a Tax exclusive amount (“Value”) and multiplying it by the new prevailing Tax rate, and by subtracting from that result the previous Tax component of a Tax Invoice.
- d) **Costs and Expenses.** Without limiting clause 8.2(a), if either Party is entitled under the Agreement to be reimbursed or indemnified by the other Party, the reimbursement or indemnity will be net of any Tax which may be claimed by the Party being reimbursed or indemnified.

10.3. Invoicing

Invoicing. Unless otherwise agreed by the Parties, Altia will invoice the Customer for Fees and Charges annually in advance, in accordance with pricing detailed and quoted in the Order Form. Invoices will include, at a minimum the: Order Form number and any identifying information notified to Altia by the Customer; a description of the Altia Service(s) to which it relates; the amount of Tax, if applicable, included in the invoiced amount; and the quantity and/or scope of Altia Service(s) being provided in exchange for payment of the invoice. This will comprise the Tax Invoice.

10.4. Increase of Altia Service(s) and Increase in Fees and Charges

If during the calendar year for which Altia Service(s) have been provided and paid for by the Customer, further Altia Service(s) have been made provided by Altia to the Customer by quantity or scope, Altia will: Issue a new Tax Invoice to the Customer for the additional number of licences, provided on the same basis, and at the same Fees and Charges as the original licences; and the Customer will pay the Tax Invoice for the additional invoices within 30 days of the invoice date. To save any dispute, unless agreed to in writing by all Parties, Altia will not provide further Altia Service(s) in absence of an Order Form for those further Altia Service(s), which will be seen as an Order Form supplementary to the last.

10.5. Payment

Unless otherwise stated in the Order Form, the Customer will pay each Tax Invoice within 30-days of the date of the invoice. Payment will be made by the means stated in the invoice provided to the Customer, which may or may not include credit card, cheque and wire transfer options. The Customer acknowledges and agrees that exchange rates may affect the quoted Fees and Charges.

10.6. Altia Service(s) Provision

Unless otherwise agreed to by all Parties, the Altia Service(s) will not be provisioned until the Customer has paid the full amount of the Tax Invoice. Subject to a Force Majeure Event, if a payment dispute arises after Altia Service(s) have been provisioned, Altia reserves the right to suspend providing the Altia Service(s) until the dispute is resolved, during which time the Customer must stop accessing, using or benefiting from the Altia Services.

10.7. Payment Disputes

If a Customer disputes the whole, or part of any Tax Invoice, that dispute will be resolved in accordance with the process under the Dispute Resolution section of this Agreement.

11. Pilots, Proof of Concepts Paid or Otherwise

From time to time (by exception), Altia may agree to a paid or unpaid pilot, proof of concept or trial or Altia Service(s). This Agreement in totality must still be observed and endorsed by all Parties. However, exclusions, including to the Altia SLA apply. The Applicability sections of each document referenced in this Agreement should be considered for Customer(s) engaging in a paid or unpaid pilot, proof of concept or trial of Altia Service(s).

12. Altia's Not-for-Profit Program

From time to time, Altia may agree to provide registered not-for-profit Customer(s) with Altia Service(s) free of charge. This Agreement in totality must still be observed and endorsed by all Parties. However, exclusions, including to the Altia SLA (including updates) apply. The Applicability sections of each

document referenced in this Agreement should be considered for Customer(s) engaging in a not-for-profit Altia Service(s) program and is not recommended for mission critical workloads or use cases. Altia may at its discretion provide Altia Service(s) to not-for-profit organisations under SLA at a nominal fee to cover such SLA and the resource(s) required to support it.

13. Delivery and Consumption of Altia Service(s)

Altia offers several delivery and consumption methods for Altia Service(s) (**or, “Hosting”**). Each delivery and consumption methods have its benefits and disadvantages, and Customer(s) must make their own inquiries before coming to a decision as to what delivery and consumption methods suits their needs. Below is a general outline of each delivery and consumption method to assist in this decision which much be clearly articulated in each Order Form. Of note, all Altia Cloud environments are fully managed and Controlled by Altia.

13.1. Altia Cloud Hosting (Multi-Tenancy)

Altia maintain multi-tenancy cloud hosting on the Altia's Cloud, supported by Microsoft Azure Service(s). Multi-tenancy means Customer(s) may share resource(s) and database(s) with other Customer(s). Altia accepts a known risk relating to multi-tenancy environments, and as such, Altia are not currently approving Order Form(s) electing Multi-Tenancy Altia Cloud Hosting. **Inclusions:** Basic cloud hosting with shared resources. **Exclusions:** No SLA or availability guarantees. No security overlay. No high availability. **Cost:** Altia Cloud Shared Hosting Fees and Charges. **Limitations:** Data upload limits apply as nominated in an Order Form.

13.2. Altia Cloud Hosting (Single-Tenancy Standard)

Altia maintain single-tenancy cloud hosting on the Altia Cloud, supported by Microsoft Azure Service(s). Single-Tenancy means Customer(s) do not share resource(s) and database(s) with other Customer(s). This hosting method is for low risk and non-mission critical workloads, with no security concerns and where the Altia Security Schedule does not apply. Altia's SLA is not applicable to this method. **Inclusions:** Basic cloud hosting with no shared resources. **Exclusions:** No SLA or availability guarantees. No security overlay. No high availability. **Cost:** Altia Cloud Standard Hosting Fees and Charges. **Limitations:** Data upload limits apply as nominated in an Order Form.

13.3. Altia Cloud Hosting (Single-Tenancy Mission Critical))

Altia maintain single-tenancy cloud hosting on the Altia Cloud, supported by Microsoft Azure Service(s). Single-Tenancy means Customer(s) do not share resource(s) and database(s) with other Customer(s). This hosting method is for workloads with any risk or mission critical workloads, with a security overlay, and where the Altia Security Schedule, or parts of, may be applicable. Altia's SLA is applicable to this method and high availability is afforded. **Inclusions:** Full SLA, high availability and Premium cloud hosting with no shared resources.

Exclusions: Limitations only. **Cost:** Altia Cloud Premium Hosting Fees and Charges. **Limitations:** Data upload limits apply as nominated in an Order Form.

13.4. Customer Managed Cloud Hosting

Altia may deploy Altia Service(s) to cloud hosting environments owned and Controlled by the Customer. However, there is no SLA coverage or security overlay, nor guarantee the Altia Service(s) will perform as expected or advertised. **Inclusions:** Altia Service(s) Licensing only. **Exclusions:** No SLA or availability guarantees. No security overlay. Only general support available for Altia Service(s), with no guarantees, save for any other agreement or Professional Service(s). **Cost:** Altia Service(s) Licensing only.

13.5. Customer Managed On-Premises Hosting

Altia may deploy Altia Service(s) to on-premises hosting environments owned and Controlled by the Customer. However, there is no SLA coverage or security overlay, nor guarantee the Altia Service(s) will perform as expected or advertised. **Inclusions:** Altia Service(s) Licensing only. **Exclusions:** No SLA or availability guarantees. No security overlay. Only general support available for Altia Service(s), with no guarantees, save for any other agreement or Professional Service(s). **Cost:** Altia Service(s) Licensing only.

13.6. A Note on Cloud Hosting Generally

Customer(s) should be aware of the security issues that exist in cloud computing and of applicable NIST publications such as NIST Special Publication (SP) 800-53 "Recommended Security Controls for Federal Information Systems and Organisations." As complex networked systems, clouds are affected by traditional computer and network security issues such as the need to provide data confidentiality, data integrity and system availability. By imposing uniform management practices, clouds may be able to improve on some security update and response issues. Clouds, however, also have the potential to aggregate an unprecedented quantity and variety of Customer Data in cloud data centres. This potential vulnerability requires a high degree of confidence and transparency that cloud providers can keep Customer Data isolated and protected. Also, cloud users and administrators rely heavily on web browsers, so browser security failures can lead to cloud security breaches. The privacy and security of cloud computing depends primarily on whether the cloud service provider has implemented robust security controls and a sound privacy policy desired by their customers, the visibility that customers have into its performance, and how well it is managed. Altia will take no responsibility for any Loss, damages or service performance failures in regard to cloud technologies outside of its control.

14. All Party(s) Obligations Generally

14.1. Relationship Management

To ensure a productive relationship between the Parties, and that Altia Service(s) are delivered and consumed in accordance with the Agreement, the relationship between the Parties under the Agreement must be managed as follows:

- a) Each Party must appoint a representative to represent each Parties under this Agreement (**Or, “Relationship Representative”**). The Relationship Representative(s) of each Party must meet on a regular basis (no less than once every 12 months, or as reasonably requested by either Party), to discuss the operation of this Agreement and any other relationship issues that either Party wishes to address and should include matters relating to Altia’s SLA and/or Altia Security Schedule.
- b) Each Party must make qualified personnel and resources available to ensure obligations under the Agreement are undertaken efficiently and effectively and are not an operational or administrative hinderance on primary business functions of any Party.

14.2. Communication of Relationship Management

To avoid any ambiguity, or operational or administrative hinderance on primary business functions of any Party, Altia will communicate details important to both Altia and the Customer relating to operationalising the Agreement and delivery of the Altia Service(s). This may include:

- a) Primary contact details of essential functions including Altia’s account management team, Relationship Representatives, Altia Support Service(s), and any other information required to provide (or consume) the Altia Service(s).
- b) For Altia Service(s) involving Altia Professional Service(s), a SoW will be provided with specifics as per the meaning of SoW and the SoW itself.
- c) In all instances, and where appropriate, Altia will provide a detailed plan setting out a description of all activities to be conducted as part of provisioning the Altia Service(s) and an estimated completion date of those activities. The Relationship Representatives will collaborate on this plan and draw other resources of Altia or of the Customer(s) if and when required.
- d) Altia and the Customer must, make its resources available to assist in the provisioning, delivery and management of the Altia Service(s) in the manner set out in the Agreement or as otherwise agreed in writing between Altia and the Customer from time to time.
- e) If required, the Customer(s) may be required to give Altia access to the Customer Hardware or Device(s), or Customer System(s) as reasonably

necessary for the provisioning, delivery and management of the Altia Service(s) in accordance with the Agreement; and

- f) Altia and the Customer must perform any other express obligations under an Order Form, and/or any annexures, Attachments and Schedules to the Agreement.
- g) Altia must perform obligations as articulated under the Altia's Obligations provision of the Agreement.
- h) Customer(s) must perform obligations as articulated under the Customer(s) Obligations provision of the Agreement.

14.3. Access and Assistance

- a) **Customer(s) must.** If requested by Altia, the Customer will provide Altia with reasonable information about, and access to, the Customer's premises and Customer Systems, Hardware or Device(s) to the extent necessary to allow Altia to provide the Altia Services in accordance with the terms of the Agreement.
- b) **Altia must.** When accessing or using the Customer's premises and Customer Systems, Hardware or Device(s) (or any part of them) comply with; The health, safety and security policies and procedures notified to Altia by the Customer in writing; not interfere with or inhibit any of the Customer's other contractors, consultants, and suppliers in exercising their rights to access and use the Customer's premises and Customer Systems; ensure that all its employees who need to access the Customer's premises and Customer Systems to provide the Altia Services are aware of, and comply with, the Altia obligations in respect of the Customer's premises and Customer Systems under this clause.

14.4. Confidentiality

- a) With regards to Confidential Information, and subject to exclusions or Law, the Receiving Party of Confidential Information must: Keep the Confidential Information confidential and not directly or indirectly disclose, divulge, or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party; Take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control; Only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, its obligations under the Agreement; Not memorise, modify, reverse engineer or make copies, notes, or records of the Confidential Information for any purpose other than

in connection with the performance by the Receiving Party of its obligations under this Agreement; Take all reasonable steps to ensure that any person to whom the Receiving Party is permitted to disclose Confidential Information always complies with the terms of this clause as if that person were a Receiving Party; and Immediately notify the Disclosing Party in the event of any unauthorised use or disclosure of the Confidential Information.

- b) The obligations of confidentiality do not apply to any disclosure of Confidential Information by the Receiving Party that is necessary to comply with any court order, Law or the applicable rules of any financial markets, if to the extent practicable and as soon as reasonably possible, the Receiving Party: Notifies the Disclosing Party of the proposed disclosure; Consults with the Disclosing Party as to its content; and Uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.
- c) A Receiving Party may disclose Confidential Information to any employee, agent, contractor, officer, professional adviser, banker, auditor, or other consultant of the Receiving Party (each a **"Recipient"**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure, the: the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed; and the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause as if the Recipient were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.
- d) Receiving Party is liable for any breach of this clause 21 by a Recipient as if the Recipient were a Receiving Party in relation to the Confidential Information disclosed to the Recipient.
- e) Immediately on the written request of the Disclosing Party or on the expiry or Termination of this Agreement for any reason, a Receiving Party must: Cease the use of all Confidential Information of or relating to the Disclosing Party; Deliver to the Disclosing Party all documents and other materials in its possession or control containing, recording or constituting that Confidential Information or, at the option of the Disclosing Party, destroy and certify to the Disclosing Party that it has destroyed, those documents and materials; and For Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

14.5. Compliance with Privacy and Data Protection Laws

Without limiting any provision in the Agreement relating to compliance with Laws, Altia and the Customer must comply with all relevant privacy and data

protection Laws; and Customer(s) must act in accordance with Altia's instructions in relation to the performance of any obligations which affect Altia's data processing and handling in accordance with Altia's instructions as set out in the Agreement or as otherwise provided in writing. During and after the Term of the Agreement, all Parties must:

- a) Comply with any applicable policies, directions, instructions, or guidelines, including Altia's DPA, in relation to the Processing of Personal Data;
- b) Take all reasonable steps to ensure that Personal Data is protected by appropriate technical and organisational measures against accidental or unlawful misuse, destruction, Loss, alteration, interference and unauthorised access, modification, or disclosure, including by not disclosing any Personal Data to a third party (other than the individual to whom the information relates) without Altia's prior written consent;
- c) During and after the Term of the Agreement, the Customer must not transfer or disclose any Personal Data outside the jurisdiction where it originates, or allow any Personal Data to be accessed from outside the jurisdiction where it originates, unless: Permitted under this Agreement; Permitted under relevant Laws; Expressly specified in an Order Form; Otherwise without Altia's prior written consent; Not do anything with the Personal Data that will cause Altia to breach any privacy Laws, or surveillance and monitoring Laws.
- d) If requested by Altia, the Customer must cooperate with Altia: to enable Altia to meet its obligations to respond to requests from individuals to exercise their rights under applicable privacy Laws (including Personal Data access, correction, and deletion requests); or to resolve any complaint made under applicable privacy Law and provide other reasonable assistance required for Altia to comply with applicable privacy Laws or surveillance and monitoring Laws.
- e) In relation to any investigation into suspected or alleged breach of any privacy Laws; or complaint, notice, investigation, communication; or request made by an individual made under any data protection Laws or surveillance and monitoring Laws, the Customer must: Notify Altia prior to changing the location where the Altia Services are to be performed, and seek Altia's prior written consent to any such change; If required by data protection Laws or if specifically requested in writing by Altia, delete all existing copies of all or any requested portion of the Data; Notify Altia of any threatened, suspected or actual breach of this clause immediately; notify any relevant regulator, impacted individual, media outlet or third party in relation to any threatened, suspected or actual breach of privacy Law or breach of this clause; If requested by Altia in writing, notify

applicable regulator(s), impacted individuals, media outlets and third parties in relation to any threatened, suspected, or actual breach of privacy Law, breach of this clause, or breach of any Information Communications Technology (**Or, "ICT"**) systems, including data at rest and in transit; and all such notices must be approved by Altia in writing prior to disclosure or publication.

14.6. European Privacy Law Requirements

To the extent that Altia and/or the Customer are subject to any privacy Laws applicable in the European Economic Area, the Parties agree to additionally comply with Altia's DPA.

15. All Party(s) Intellectual Property Obligations

15.1. Ownership of Pre-Existing Intellectual Property

Each Party (or its licensors) will retain Ownership of all Pre-Existing Intellectual Property Rights subsisting in any material it provides or makes available to the other Party under or in connection with this Agreement which is not Altia Service(s) Intellectual Property.

15.2. Licence to Use Pre-Existing Intellectual Property

Each Party grants to the other Party a non-exclusive, royalty free licence to use, reproduce, modify, and adapt its Pre-Existing Intellectual Property only to the extent necessary for the purpose of: Performing its obligations or exercising its rights under this Agreement; and In the case of the Customer, accessing and using the Altia Services. The licence granted to the Customer terminates on expiry or Termination of the Agreement for any reason.

15.3. Improvements to Customer(s) Pre-Existing Intellectual Property

The Customer will immediately inform Altia of any improvements to Pre-existing Intellectual Property of the Customer created or conceived by the Customer as part of accessing and using the Altia Service(s). The Customer acknowledges and agrees that all improvements to the Customer's Pre-existing Intellectual Property and any improvements to the Altia Service(s) Intellectual Property will be owned by Altia as Services Intellectual Property; and assign to Altia all the Customer's rights, title, and interests in and to any improvements to the Customer's Pre-existing Intellectual Property and any of the Services Intellectual Property, including any future works of copyright as soon as it is created.

15.4. Altia Service(s) Intellectual Property

The Customer acknowledges and agrees that any Altia Service(s) Intellectual Property developed, produced, created, or improved by or on behalf of the Customer during, or in connection with, the performance of the Altia Services, is owned by and immediately vests in Altia. The Customer will immediately inform Altia of any Altia Service(s) Intellectual Property created or conceived by or on behalf of the Customer; and hereby assigns to Altia all the Customer's rights, title, and interests in and to the Services Intellectual Property, including any future works of copyright as soon as it is created. The Customer acknowledges and agrees that any Altia Service(s) Intellectual Property developed, produced, created, or improved by or on behalf of the Customer during, or in connection with, the performance of the Altia Service(s), is owned by and immediately vests in Altia. And, to that end, Altia grants to the Customer a limited, non-exclusive, revocable, non-transferrable, non-assignable licence to use the Altia Service(s) Intellectual Property for the Customer(s) access and use the Altia Service(s) and to comply with its obligations under this Agreement. This limited licence will cease if this Agreement is terminated for any reason.

15.5. Assistance with Intellectual Property Rights

- a) Whether before, during or after the commencement of the Agreement, the Customer will take all necessary steps and continue to provide any assistance that Altia reasonably requests in relation to Altia Service(s) Intellectual Property and any improvements, including: The prompt execution of all documents to transfer any interest in the Services Intellectual Property and improvement to Altia; Providing any evidence that is necessary for Altia to obtain full Ownership of the Altia Service(s) Intellectual Property and any improvements; Providing any evidence that will assist Altia in any proceedings including infringement, application and registration proceedings; Not do anything which may conflict with Altia Ownership or protection of the Services Intellectual Property and any improvements; Not use, modify, disclose, reproduce, publish, copy, perform, communicate, exhibit, show, broadcast or adapt the Services Intellectual Property, without the authorisation of Altia.
- b) This restriction includes transferring, downloading and/or relocating Intellectual Property from the offices and servers of the Customer without authorisation: Not reverse engineer or decompile the Services Intellectual Property or any improvements; Not threaten, institute, invalidate, challenge or put in dispute the Ownership, use or title of Services Intellectual Property or any improvements; and/or not infringe the Services Intellectual Property, any improvements or otherwise the Pre-existing Intellectual Property of Altia.

15.6. Moral Rights

To the extent permitted by applicable Law, the Customer: unconditionally and irrevocably consents, and must take reasonable steps to obtain all other necessary unconditional and irrevocable written consents (including from its Customer Personnel involved in the acquisition and use of the Altia Services), to any act or omission by or on behalf of Altia that would otherwise infringe any moral rights in any work, whether occurring before or after a consent is given; and must not institute, maintain or support any Claim or proceeding for infringement by or on behalf of Altia of moral rights in any work.

16. Obligations Altia Specifically

16.1. General Obligations of Altia

- a) **Providing Altia Service(s).** Altia will provide the Altia Service(s) to the Customer in accordance with this Agreement that corresponds to that Order Form.
- b) **Assisting Customer(s).** Altia will cooperate with the Customer to provide such reasonable assistance as the Customer may require accessing and using the Altia Service(s).
- c) **Notifying of Material Change.** Observing Altia's right to update, change or amend any referenced agreements, policies, or schedules or any other material change affecting the Agreement, Altia will provide written notice to the Customer of such changes, as they occur and provide the Customer. If there are any disputes to an update, change or amendment to a referenced agreement, policy or schedule, that forms part of the Agreement, the Customer may raise a dispute within 30 days of the notification through the dispute process outlined in this Agreement.
- d) **Information and cybersecurity.** Altia will maintain information and cybersecurity practices that are at least as stringent as the minimum-security practices described in Altia's Security Schedule.
- e) **Compliance Generally.** Altia maintains strict policies and procedures internally around all topics of service delivery, quality assurance, relationship and account management, information & cybersecurity, product development & release and Customer support. Some of these policies and procedures for part of independent assessment(s) and assurance programs. Altia must comply, and ensure its employees comply with these policies and procedures at all times.
- f) **Compliance with Law.** Altia will perform its obligations under this Agreement in providing the Altia Service(s) to the Customer in accordance with the

applicable Law(s) of the governing jurisdiction nominated in the any subsequent Order Forms(s). By default, the governing jurisdiction and Law observed by Altia will be the Laws of the UK.

16.2. SLA Compliance & Consequences

- a) Altia will supply Altia Service(s) as per Altia's SLA which can be found here, and/or as varied and agreed to between the Parties from time to time.
- b) Apart from rights and remedies that the Customer may have under Law and the Agreement, the Customer shall have no rights to Service Credits and there is no consequence(s) for Altia failing to meet the inclusions of Altia's SLA.

16.3. Location of Altia Service(s) Provision

- a) Altia will provide business functions relating to the management of Altia Service(s) from the UK, EU, Canada, the United States of America (USA), and Asia Pacific region, via Australia (APAC).
- b) However, when providing Altia Service(s), Altia will respect data sovereignty of the Customer and can host information as per the Order From, and at the request of the Customer within the following regions (and at an even more granular level):

| | |
|--------------|--------------------------|
| Africa | India |
| Asia Pacific | Japan |
| Australia | South Korea |
| Brazil | Norway |
| Canada | Sweden |
| China | Switzerland |
| Europe | United Arab Emirates |
| France | United Kingdom |
| Germany | United States of America |

- c) Altia will provide Altia Service(s) to the Customer, store and process the Customer Data, Altia Service(s) Derived Information, Personal Data in locations identified by the Customer and any relevant legislation that is applicable, and as detailed in the relevant Order Form; and as per Altia's DPA.

16.4. Altia's Use of Third Party Software and Service(s)

Unless expressly agreed otherwise, Altia is responsible, at its own expense, for procuring, providing, maintaining and supporting the Altia Service(s). Where Altia provides or procures any third party software and services, Altia will be responsible for ensuring that the Customer's use of that third party software and services as contemplated by the Agreement is properly licensed at all times.

16.5. Reporting Against Altia's Obligation(s) and Commitment(s)

Altia must report to the Customer any matters relating to performance, security, inability to meet clauses or obligations of the Agreement, or other relevant material to the Customer in a timely manner and include any remediation or mitigation efforts – and any effects it may have on the Customer, detrimental or otherwise.

17. Obligations of Customer(s) Specifically

17.1. Customer(s) Systems, Hardware or Device(s)

Unless expressly agreed otherwise, the Customer is responsible, at its own expense and effort, for procuring, providing, maintaining, securing and supporting any or all Customer Systems, Hardware or Device(s) used for maintaining, accessing or interacting with Altia Service(s), if and where applicable. This includes, but not strictly limited to, replacing hardware and parts, maintaining third party software and ensuring ongoing compatibility with other Customer Systems, Hardware or Device(s). In doing so, the Customer shall comply with confidentiality, security and Intellectual Property clauses in the Agreement. Where a Customer consumes third party software for maintaining, accessing or interacting with Altia Service(s), that the use of that third party software is as contemplated by the Agreement is properly licensed at all times.

17.2. Security and Acceptable Use of Altia Service(s)

The Customer, where applicable, must maintain information and cybersecurity standards as outlined in Altia Security Schedule and ensure acceptable use of Altia Service(s) as per Altia's AUP. In all instances, and when the Altia's Security Schedule or Altia's AUP does not apply, the Customer must ensure no access or otherwise use of Altia Service(s) threaten the security of Altia Service(s) or adversely affect Altia's reputation. Maintaining these standards extends to Customer Systems, Hardware or Device(s) that interact with, or are relied on for accessing, or otherwise using Altia Service(s) by the Customer or User(s).

17.3. Customer Leadership, Personnel and Subcontracting

- a) **Leadership.** The Customer must appoint at least one System Owner for the Altia Service(s) which are deployed in the Customer Environment to maintain overall responsibility of the Customer's obligations under this Agreement. More information can be found in Altia's Security Schedule.
- b) **Customer Personnel.** The Customer is responsible for the acts and/or omissions of all its Customer Personnel accessing, or using, Altia Service(s). Customer Personnel are, and will always remain, employees or contractors, of the Customer, and will not be or be deemed to be employees or contractors of Altia. Before any Customer Personnel access or use any Altia

Service(s), the Customer must ensure those persons have passed necessary probity checking requirements of this Agreement, any Agency, or government, and the Customer must bear its own costs in complying with this clause; and all Customer Personnel who will have access to the Altia Service(s), confidential and classified information, Altia Service(s) Derived Information and/or Personal Data must have committed themselves to maintaining its confidentiality and compliance with applicable Laws, codes of conduct and ethics requirements.

- c) **Payment, Remuneration and workers compensation where applicable.** The Customer is solely responsible for the payment of remuneration to the maintenance and cost of workers' compensation for; and compliance with and the costs of all other statutory, award, contractual or other legal obligations in respect of, its employees and contractors and where applicable other personnel. Without limiting this clause, the Customer is responsible for, and indemnifies and must keep indemnified Altia from and against any and all income, payroll or other form of Tax payable by either Party in respect of the Customer Personnel under relevant Laws, imposing any liability for taxation in respect of Altia or any Altia employees. The Customer consents to Altia providing relevant taxation authorities with the Customer's name and address and all details of payments made to Altia by the Customer, if so requested. Where Altia provides the applicable taxation authorities with the information specified in this clause, Altia will notify the Customer of such communication (unless prevented by Law).
- d) **Education and Training.** The Customer will use all reasonable endeavours to ensure: That all Customer Personnel involved in the maintenance and support of Altia Service(s) on the Customer's behalf are trained (including in the correct handling of confidential and classified information and Personal Data), qualified, suitably skilled and inducted; that all Customer Personnel involved in the access and use of Altia Service(s) are trained (including in the correct handling of Confidential and classified information and Personal Data), qualified, suitably skilled and inducted; and that all Customer Personnel involved in the access and use of Altia Service(s) fully understand and comply with applicable Law relating to monitoring, surveillance and the collection of evidence where relevant to the Altia Service(s) or use of.
- e) **Replacement or Appointment of Customer Personnel.** To the extent necessary to ensure the Customer's ability to access and use Altia Service(s) in accordance with the Agreement, the Customer must promptly replace any departing Customer Personnel with individuals who: Have comparable

qualifications and experience; and can otherwise comply with the requirements of the Agreement.

- f) **Removal of Customer Personnel and User(s).** The Customer will, at Altia's request, remove any of its Customer Personnel and/or User(s) from accessing and using Altia Service(s) where, any such person has been found to have negligently or intentionally not complied with the requirements under the Agreement or has engaged in any serious misconduct.
- g) **Subcontracting.** The Customer must not subcontract the performance of all or any part of its obligations under the Agreement without Altia's prior written consent (which must not be unreasonably withheld). Where the Customer proposes to subcontract the performance of any obligations under this Agreement, the Customer must ensure that: The contract (or proposed contract) between it and the subcontractor is consistent with all relevant inclusions of this Agreement, including obligations arising under relevant work, health and safety, and privacy Laws, including mandatory data breach requirements under applicable Law; the Customer shall legally bind any subcontractor appointed by it through suitable legal agreement(s); and the subcontractor has been the subject of adequate due diligence by the Customer to ensure that the subcontractor is capable of: Performing all the Customer's obligations that are subcontracted to it; and providing the level of protection for confidential and classified information and Personal Data that the Customer is required to provide under this Agreement. The Customer will be responsible for all acts and omissions of its subcontractors as if they were acts or omissions of the Customer and the Customer must indemnify Altia against any Loss suffered or incurred by Altia arising out of or in connection with the acts or omissions of the Customer subcontractors. The entry by the Customer into a subcontract will not relieve the Customer from liability for performance of its obligations under this Agreement.
- h) **Workplace/Occupational Health and Safety.** In providing access, accessing and/or otherwise using Altia Service(s), the Customer must comply with, and maintain a current Workplace/Occupational Health and Safety ("Or, OHS") management system in accordance with all applicable Laws. When attending Customer premises, Altia will comply with any onsite induction processes required by the Customer.

17.4. Law(s) Generally, Data, Privacy & Information Classification

- a) **Compliance Generally.** In acquiring, accessing or using Altia Service(s), the Customer must comply with, and must ensure that its Personnel comply with all Laws applicable to it or them; reasonable directions and instructions

consistent with the Agreement which may be given by Altia to the Customer from time to time to ensure compliance; relevant anti-money laundering, anti-terrorism Laws, and export control Laws, and must ensure that the access and use of Altia Services do not cause the Customer or Altia to breach: any anti-money laundering and anti-terrorism Laws to which Altia may from time to time be subject; or any export control Laws. The Customer must determine Applicability of agreements, policies and schedules made available at <https://legal.altiacloud.com> and comply with, including data protection and privacy, those agreements, policies and schedules where relevant.

- b) **Information Classification and Protection.** The Customer acknowledges and agrees that it will classify and protect the Customer Data, Altia Service(s) Derived Information/Data any other data and information processed in accessing and using the Altia Services in accordance with applicable Law, policy, standards, and best practice relevant to the Customer, including government classification requirements in the jurisdiction where the Customer is located, by (but not limited to): Identifying information holdings (all data and information held and processed); assessing the sensitivity and security classification of information holdings; and implementing operational controls for these information holdings proportional to their value, importance and sensitivity. The Customer acknowledges and agrees that: It must ensure each of its Customer Personnel involved in accessing and using Altia Service(s), and in supporting and maintaining the Customer Systems, Hardware or Device(s) that facilitate the Customer's use of Altia Service(s), hold, and maintain the necessary security clearances; and it is responsible for all costs associated with obtaining and maintaining security clearances for its Customer Personnel unless otherwise agreed.

17.5. Reporting Customer(s) Obligation(s) and Commitment(s)

Customer(s) must report to Altia any matters relating to performance, security, inability to meet clauses or obligations of the Agreement, or other relevant material to Altia in a timely manner and include any remediation or mitigation efforts – and any effects it may have on Altia, detrimental or otherwise.

18. Warranties, Indemnities and Liabilities

18.1. General Warranties by Altia

Altia represents and warrants to the Customer that:

- a) The execution of each part of the Agreement has been properly authorised;
- b) Altia has full corporate power to execute, deliver and perform its obligations under the Agreement;
- c) Each part of the Agreement constitutes a legal, valid, and binding obligation of Altia;

- d) Altia has the tools, capabilities, skill, facilities, and resources to perform its obligations under the Agreement;
- e) In performing its obligations under the Agreement, Altia will comply with all applicable Laws, standards, policies, and codes of conduct and ethics; and
- f) Altia has all rights, licences and authorisations necessary for it to perform its obligations under the Agreement.

18.2. General Warranties by Customer

The Customer represents and warrants to Altia that:

- a) The execution of each part of the Agreement has been properly authorised;
- b) The Customer has full corporate and/or Agency power to execute, deliver and perform its obligations under the Agreement;
- c) Each part of this Agreement constitutes a legal, valid, and binding obligation of the Customer;
- d) There are no actions, claims, proceedings, or investigations pending or threatened against the Customer which may prevent or limit the Customer from using and paying Fees and Charges for Altia Service(s);
- e) In performing its obligations under the Agreement, the Customer will comply with all applicable Laws, standards, policies, codes of conduct and ethics applicable to the Customer;
- f) The Customer will not be, and will ensure that its Customer Personnel are not party to the doing of any act, matter or thing prejudicial to the goodwill, commercial reputation, or overall public image of Altia;
- g) The Customer is aware of applicable national and international Law, standards, policies, codes of conduct and ethics, and has the required

policies, procedures, guidelines and training implemented and monitored to ensure the lawful use of Altia Service(s); and

- h) The Customer will, and will ensure that its Customer Personnel will, comply with any reasonable requirements and directions made by Altia in relation to the access and use of Altia Service(s).

18.3. Altia Service(s) Warranties

Altia represents and warrants to the Customer that Altia Services will be:

- a) Provided in a professional, competent, and diligent manner;
- b) Fit for the purposes stated in the Agreement and for the purposes for which the Altia Service(s) are ordinarily provided or advertised; and
- c) Will conform to the requirements set out in the Agreement.

18.4. Indemnities from the Customer

The Customer must indemnify Altia, and each Altia employee and/or Affiliate **(or, “Indemnified Persons and Entities”)**, except to the extent that the Loss is caused by the breach, negligence or wrongful act or omission of Indemnified Persons and Entities, against any Loss suffered or incurred by the Customer and any of the Customer's Personnel arising out of or in connection with any:

- a) Illness, injury or death to any person, or any Loss or damage to any property of any person caused by any act or omission by Altia or its Representatives;
- b) Negligent act or omission by Altia or its representatives;
- c) Fraudulent or wrongful act or omission by Altia or its Representatives or any failure by them to comply with any applicable Law;
- d) Breach by Altia of any Customer Third Party Service Provider terms and conditions, including software licence terms and conditions, under or in connection with the Agreement;
- e) Any Claim or action against an indemnified person alleging that the receipt or use of any of the Altia Services (including any material provided as part of the Altia Services), Altia Software, Altia Systems, Service Intellectual

Property (the "Infringing Items") infringes the rights (which may include the Intellectual Property Rights) of any third party;

- f) Any breach by Altia or its Indemnified Persons and Entities of Confidentiality or Privacy and Data Protection clauses; and/or
- g) Any failure to retain records and/or evidence.

18.5. Indemnity Claim Procedure

If a third Party brings a Claim against Altia or any Indemnified Persons and Entities for any Loss that the Indemnified Persons and Entities considered is covered by the 'Indemnities from the Customer' clause(s) ("**or, Claim**"), the Indemnified Persons and Entities will promptly notify the Customer of the Claim and provide all information, assistance and authority reasonably requested by the Customer in order for the Customer to defend the Claim. The Customer will defend, compromise, or settle the Claim at its own expense, provided that: Altia may, in its discretion, observe and participate in any proceedings brought in relation to the Claim at Altia's own expense; and the Customer may not make any admission of liability on behalf of any Indemnified Persons and Entities without the Indemnified Persons and Entities' prior consent. If the Customer fails to promptly, and to Indemnified Persons and Entities' reasonable satisfaction, defend any Claim, and does not remedy this failure within 14 days after receiving notice from the Indemnified Persons and Entities requiring it to do so, Altia may (acting reasonably and in good faith) take such action as it sees fit (including defending or settling the Claim) without the Customer's consent, and may recover from the Customer all losses, damages, costs, expenses (*including legal fees on a solicitor own client basis*) and other liabilities incurred in connection with such action.

18.6. Customer to Hold Altia Harmless

For each indemnity provided by the Customer to Altia under the Agreement, the Customer must use its best endeavours to ensure that Altia avoids incurring any Loss against which it is indemnified. For the avoidance of doubt, the obligation in this clause is separate and apart from the indemnities provided by the Customer throughout this Agreement.

18.7. Exclusion of Indirect Loss

Subject to clauses under 'Exceptions to Exclusions and Limitations of Liability' neither Party will be liable to the other under or in connection with the Agreement for any indirect Loss.

18.8. Litigation

Each Party must take reasonable steps to mitigate the Loss it suffers or incurs under or in connection with the Agreement.

18.9. Cap on the Parties' Liability

Subject to clauses under 'Exceptions to Exclusions and Limitations of Liability' and except as otherwise provided for in the Agreement, the total liability of each Party to the other for all Loss suffered or incurred by, arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the amount paid by the Customer to Altia for the current invoiced amount (i.e. the annual charge paid for the one year in which the Loss occurs).

18.10. Exceptions to Exclusions and Limitations of Liability

None of the limitations or exclusions of liability in the Agreement will apply to any Loss:

- a) That is covered by an indemnity given under the Agreement;
- b) That arises because of or in connection with any wilful default or repudiatory conduct;
- c) That arises because of the Customers breach of Laws that are related in any way to the subject matter of the Agreement;
- d) That limit recovery by Altia of any fees due and owing by the Customer to Altia under the Agreement.

19. Insurance

19.1. Insurance Cover of Altia

Altia will always maintain current insurance policies relevant to this Agreement being; Professional Indemnity (Including Product Liability), Public Liability and Cyber Liability.

19.2. Insurance Cover of Customer(s)

The Customer must, at a minimum maintain insurance policies for Professional Indemnity, Public Liability and Cyber Liability, at its own cost. Further, the Customer take out and maintain for the Term insurance policies deemed applicable to them, including but not limited to:

- a) Physical property insurance covering damage to or destruction of any property, plant, or equipment, including ICT systems devices, hardware, software and the like used by the Customer to access and use Altia Service(s) for not less than their restoration or replacement value;
- b) Public and Product Liability insurance to cover all insurable amounts which the Customer may become legally liable to pay consequent on the death of or bodily injury (including illness or disease) to any natural person or Loss

of or damage to (including Loss of use of) any real or personal property, including **Bring Your Own Device (or, "BYOD")** property.

- c) Professional Indemnity insurance to cover all insurable amounts which the Customer may become legally liable to pay consequent upon the Customer's access and use of Altia Service(s);
- d) Motor vehicle insurance covering vehicle damage, liability for the death of or bodily injury to any person and for Loss or damage to third Party property caused by or arising from the use of all owned and non-owned vehicles used while accessing and using Altia Service(s);
- e) Insurance in respect of workers' compensation as required by Law;
- f) any other insurances required by Law (including employers' liability insurance);
- g) Cyber Insurance sufficient to cover the Customer's obligations and liability under this Agreement.

19.3. Insurance Requirements

Altia and the Customer must ensure that each insurance policy required to be taken out by it, under the Agreement: contains on an annual basis a minimum cover of not less than £5,000,000 (five million GBP) or the equivalent in the Customer(s) local currency; and Complies with the Laws of the relevant jurisdictions in which the Customer accesses or uses the Altia Service(s).

19.4. Compliance with Insurance Policy(s)

Altia and Customer(s) must comply with all of the terms and conditions of any insurance policy taken out by the Party under 'Insurance' clauses, including by punctually paying all premiums, commissions, stamp duties, charges, Taxes, and other expenses necessary for effecting and maintaining in force each such insurance policy; and not do, or omit to do, anything which may prejudice any insurance policy taken out by Altia or the Customer under these clause(s).

19.5. Evidence of Insurance

The Customer or Altia reserve the right to request evidence of insurance under these clause(s) for the duration of the Agreement, and the Party must provide the requesting Party with a certificate of currency for the insurance policies.

20. Dispute Resolution

20.1. Dispute Notice(s)

Any Party claiming that a dispute has arisen must give written notice (**Or, “Dispute Notice”**) to the other Party setting out the nature of the dispute and all other information relevant to the dispute.

20.2. Escalation

Within five Business Days of receipt of a Dispute Notice, the Party claiming the dispute must escalate the dispute to the other Party's Relationship Representative. Each Relationship Representative must then promptly meet and undertake discussions with a view to resolving the dispute as soon as practicable.

20.3. Continued Performance of Obligations

Despite the existence of a dispute, each Party must continue to perform its obligations under the Agreement unless those obligations are the subject of the dispute.

20.4. Court Proceedings

Each Party agrees that it must not commence any legal proceedings or take any other action in relation to a dispute within 20 Business Days of the date of the relevant Dispute Notice. Nothing in this clause prevents a Party from seeking urgent injunctive or other interlocutory relief to avoid losses or preserve rights that are not compensable by damages.

21. Disengagement

- a) On expiry, or Termination of the Agreement (whether in whole, or in part), Altia will: Provide reasonable access to and transfer of all Customer Data to the Customer in a format that the Parties agree is reasonable given the nature of the Customer Data and the Systems employed in the Altia Service(s) within the agreed timeframe of 30 days; and The Customer shall provide written confirmation of receipt of the Customer Data within seven Business Days of receipt.
- b) Upon written confirmation that the Customer Data has been received, Altia shall delete all Customer Data, except for records that Altia is required to retain for business purposes and legal compliance; and If the Customer fails or refuses to comply with the requirement above, Altia, shall, in its sole and absolute discretion delete the Customer Data and for this clause, the Customer indemnifies Altia from all Loss and liability in relation to the Customer's obligation to retain records and evidence.

22. Force Majeure

22.1. General

Subject to this clause, neither Party shall be liable to the other Party for any failure or delay in the performance of its obligations under the Agreement which is due to a Force Majeure Event.

22.2. Procedure for Force Majeure Events

A Party whose performance under the Agreement is affected by a Force Majeure Event must: Promptly notify the other Party in writing of the Force Majeure Event and the cause and the duration of any consequential delay or non-performance of its obligations; and Use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event on the other Party and the performance of the affected Party's obligations; and Resume full performance of its obligations as soon as reasonably possible, at no cost to the other Party.

22.3. Effect on Charges

If Altia Services are affected by a Force Majeure Event, the Customer will not be obliged to pay the Fees and Charges for any Altia Service(s) that Altia is unable to provide because of that Force Majeure Event.

22.4. Termination on Force Majeure

If a Force Majeure Event materially impacts the Altia Service(s) and continues for a period of 30 Business Days or more, then the Customer may, by written notice to Altia, Terminate the Agreement by providing seven Business Days' notice of Termination.

23. Notices to Parties

23.1. Form of Notice

All notices must be in writing and sent to the address for notices specified in the Parties and Notification details in an Order Form of this Agreement (or if the Recipient has notified a change of address, to that address).

23.2. Receipt

Notices sent by hand are deemed to be received when delivered. Notices sent by post must be sent by registered mail and are deemed to be received on notification by the registered post provider. Notices sent by email are deemed to be received on the earlier to occur of: The Recipient receiving an automated message confirming delivery; or 2 hours after the email is sent, unless the sender receives an automated message that the email has not been delivered.

24. General Clauses for this Agreement

24.1. Entire Agreement

This Agreement, together with an Order Form and Applicable Agreement Supplementary Material constitutes the entire Agreement between Altia and the Customer regarding its subject matter, and supersedes, in their entirety, all previous agreements, understandings and negotiations of that subject matter.

24.2. Governing Law (Default)

The Agreement, by default, is governed by the Laws of the UK unless specifically nominated in the Altia's Jurisdiction Schedule or an Order Form. The Parties each submit to the exclusive jurisdiction of the courts of that place and the courts of appeal from them.

24.3. Further Steps

Each Party agrees, at its own expense, to do anything the other Party reasonably asks to give effect to this Agreement and the transactions contemplated by it.

24.4. Counterparts

This Agreement (specifically the Initiating Order taking it to effect) may consist of several copies, each signed by one or more Parties to this Agreement. If so, the signed copies are treated as making up the one document.

24.5. Assignment

Customer(s) may not assign, cede, or novate any of its rights or obligations under the Agreement to any third party without the prior written consent of Altia, which must not be unreasonably withheld. Altia may assign or novate any of its rights or obligations under this Agreement to any other Party by giving notice to the Customer in advance.

24.6. No Partnerships

Nothing contained or implied in the Agreement constitutes a Party the partner, agent or legal representative of the other Party for any purpose or creates any partnership, agency or trust and no Party has any authority to bind another Party in any way.

24.7. Severability

If any clause, or part of any clause, is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from the Agreement, and the Agreement will otherwise remain in full force, and effect. This clause has no effect if the deletion alters the basic nature of this Agreement or is contrary to public policy.

24.8. Variations and Waiver

The Agreement may only be varied in written agreement by the Parties through Order Form, SoW or SCO. A condition of the Agreement, or a right created by it, may only be waived by written notice signed by the Party granting the waiver. A waiver of a breach of the Agreement does not waive any other breach.

24.9. Indemnities are Surviving Obligations

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the Parties under the Agreement and continue after the Agreement ends. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity. The indemnities in the Agreement will be in addition to (and not to the exclusion of) any of Altia's other rights or remedies provided by Law.

24.10. Warranties

The Customer warrants that, in entering into each part of the Agreement, it has not relied on any representations or warranties by Altia other than those contained in the Agreement.

Point In Time Version Control

This document was uploaded to legal.altiacloud.com at 1am on 1 July 2022, as current, by Altia's Chief Information Officer. No prior version was available or archived.

Brice Neilson

Chief Information Officer

Altia | info@altiaintel.com