SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as the "Agreement") is executed on [month] [date], 2024 (hereinafter referred to as the "Effective date") by and between:

(1) DEEP KNOWLEDGE ANALYTICS LIMITED, private limited liability company incorporated and existing under the laws of England and Wales, registered with the Companies House under registration number 11384176, having its registered office at 85 Great Portland Street, London, England, W1W 7LT (hereinafter referred to as "Provider" or "Party 1"), on behalf of itself and its affiliates, and

(2) [name of counterparty], private limited liability company incorporated and existing under the laws of England and Wales, registered under the registration number [company No.], having its registered office at [address] (hereinafter referred as "Customer" or "Party 2").

1. DEFINITIONS

1. The following capitalized terms will have the following meanings whenever used in this Agreement:

1.1.   "**Services**" means the services provided by Provider to Customer indicated in the Order.

1.2.   "**Order**" means an order form for access to the Platform, and/or Dashboard, and/or Software and/or Database, executed as separate Annex to this Agreement.

1.3.   "**Platform**" means digital infrastructure comprising of Software and/or Database or combined, including but not limited to Dashboard or other Intellectual Property, hosted by Provider via web or mobile interface available on computer or similar electronic device.

1.4.   "**Software**" means a computer program or set of instructions that controls the operation of a computer or similar electronic device, including in the form of object code (machine-readable) and/or source code (human-readable), protected as a copyright subject matter or by any other Intellectual Property object.

1.5.   "**Database**" means collection of works, data, or other materials protected both as a sui generis database rights (or just "database rights") and copyright subject matter.

1.6.   "**Dashboard**" means Software that provides visualisation of Databases and other data.

1.7.   "**Intellectual Property**" means all present and future copyrights, patents, rights in mask works, trade names, trademarks, databases rights, proprietary rights to algorithms, training datasets, trained machine-learning models, trade secrets (confidential business and/or know-how information), and other intellectual property rights and all other rights that may hereafter be vested relating to the works, arising or existing under England and Welsh laws, together with all national, foreign, and common law registrations, applications for registration, and renewals and extensions thereof.

1.8. "**Documentation**" means Provider's standard manual related to use of the Platform, and/or Dashboard, and/or Software and/or Database as well as any application programming interface (or just "API") or similar type technical documentation.

1.9. "**Customer Data**" means all information processed or stored through the Platform by Customer or on Customer's behalf.

1.10. "**Term**" is defined in each Order commence on the Order Effective Date and, unless terminated earlier in accordance with the terms hereof, shall:

(a) continue in full force and effect for the initial term of Order; and

(b) automatically extend for successive periods of three months (each a "Renewal Service Term") at the end of the initial Service Term and each Renewal Service Term.

Either party may give written notice to the other party, not later than 30 (thirty) calendar days before the end of the Term or the then-current Renewal Service Term, to terminate the Agreement and Order.

1.11. "**User**" means any individual who uses the Platform on Customer's behalf or through Customer's account or passwords, whether authorized or not.

1.12. "**SLA**" means Provider's standard service level agreement, available as an annex to this Agreement.

1.13. "**business day**" means any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business.

2. SUBJECT MATTER

2.1. Subject to the terms of this Agreement, in consideration provided by the Customer the Provider will use commercially reasonable efforts to provide Customer with the Services stipulated in the Order.

2.2. Use of the Platform. During the Term, Customer may access and use the Platform and/or Software and/or Dashboard(s) for its internal business purposes pursuant to the terms of this Agreement and any outstanding Order, including such features and functions as the Order requires.

2.3. Use of the Databases. During the Term, the Customer may access and use the Databases for its internal business purposes pursuant to the terms of this Agreement and any outstanding Order.

2.4. Subject to the terms hereof, the Provider will provide Customer with reasonable technical support services in accordance with Provider's standard practice and SLA terms.

2.5. Service Levels. Subject to the terms hereof, the Provider will provide Customer with reasonable technical support services in accordance with Supplier's standard practice and SLA terms.

2.6. <u>Documentation</u>. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Platform.

2.7. <u>Platform Revisions</u>. Provider may revise Platform features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. Provider shall notify Customer on any such revision 5 (five) days befory their implementation. If any such revision to the Platform materially reduces features or functionality provided pursuant to an outstanding Order, Customer may within 30 days of notice of the revision terminate such Order, without cause, or terminate this Agreement without cause if such Order is the only one outstanding.

3.   PAYMENT

3.1. <u>Implementation fee.</u> Subject to the terms and conditions Customer may be charged with implementation fee stipulated in Order for the additional Services on implementation of Platform to Customer's needs ("<u>Implementation Fee</u>").

3.2. <u>Subscription Fees</u>. Customer shall pay Provider the fee set forth in each Order (the "<u>Subscription Fee</u>") for each Term. Provider's invoices are due within 15 days of issuance.

3.3. <u>Late payment</u>. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Provider any sum due under this Agreement or any applicable Order on the due date, then Provider reserves the right to:

(a) charge interest on the overdue amount at the rate of 5% per annum above The Bank of England's Official Bank Rate from time to time. Such interest shall accrue on a simple daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount;

(b) withhold any payment it owes to the Customer until the overdue amounts have been paid in full;

(c) at any time, without notice to the Customer and at its sole and absolute discretion, suspend or limit the functionality of the Platform including any Dashboard or/and Database.

3.4. <u>Late payment termination</u>. Where the Customer has failed to make timely payment of the Subscription or Implementation fees due under two or more invoices so that such fees have remained unpaid for at least five (5) business days following the date on which payment was due, Provider reserves the right to terminate any unpaid Order and Agreement with immediate effect.

3.5. All fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT). The Customer shall be responsible for payment of all such charges, excluding taxes based upon the Service Provider's net income.

4.   CUSTOMER DATA & PRIVACY

4.1.   Management of Customer Data in General. The provisions below of this Section 4.1 are subject to applicable law, including UK General Data Protection Regulation and Data Protection Act 2018.

(a) *Limited Use*. Provider shall not: (i) access, process, or otherwise use Customer Data other than as necessary to facilitate the Services provision; or (ii) give Customer Data access to any third party, except Provider's subcontractors that have a need for such access to facilitate the Services Provision and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, Provider shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data.

(b) *De-Identified Data*. Notwithstanding the provisions of this Section 4, Provider may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. ("De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Customer.)

(c) *Privacy Policy*. Customer acknowledges Provider's privacy and cookies notices at https://www.dka.global/privacy-policy and https://www.dka.global/cookies-policy, and Customer recognizes and agrees that nothing in this Agreement restricts Provider's right to alter such privacy notice.

(d) *Required Disclosure*. Notwithstanding the provisions of this Section 4, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

(e) *Risk of Exposure*. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Platform, Customer assumes such risks. Provider offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

4.2.   Data Accuracy. Provider will have no responsibility or liability for the accuracy of data uploaded to the Platform by Customer, including without limitation Customer Data and any other data uploaded by Users.

4.3.   Erasure. Provider may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 90 days or more, without limiting Provider's other rights or remedies.

4.4.   Excluded Data. Customer warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to Provider or its computers or other media and, (b) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer shall inform Provider of any Excluded Data within

Customer Data promptly after discovery (without limiting Provider's rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) Provider has no liability for any failure to provide protections stipulated by relevant laws or otherwise to protect Excluded Data; and (iii) Provider's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. Provider is not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. ("Excluded Data" means, any data that violates third party intellectual property rights or healthcare regulations or any other relevant regulation that stipulates additional measures for data safety.).

5. CUSTOMER'S RESPONSIBILITIES AND RESTRICTIONS

5.1. Acceptable Use. Customer shall not:

(a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services and/or Provider's Software;

(b) copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Provider or authorized within the Services);

(c) assign, sub-license, deed of trust, or rent the Platform or any of its components;

(d) use the Platform to provide software-as-a-service, for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Platform;

(e) circumvent or disable any security measures implemented on the Platform;

(f) remove any proprietary notices or labels;

(g) provide Platform passwords or other log-in information to any third party;

(h) share non-public Platform features or content with any third party;

(i) access the Platform in order to build a competitive Platform or service, to build a Platform using similar ideas, features, functions or graphics of the Platform, or to copy any ideas, features, functions or graphics of the Platform;

(j) use the Databases or Platform for training of any models in the field of artificial intelligence or machine learning of the artificial intelligence models;

(k) download Databases from Platform or make copies of them;

(l) engage in web scraping or data scraping on or related to the Platform, including without limitation collection of information, including Databases, through any software that simulates human activity or any bot or web crawler;

(m) conduct any actions that can threaten availability or integrity of the Platform.

5.2. Although Provider has no obligation to monitor Customer's use of the Services, Provider may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. In the event that Provider suspects any breach of the requirements of Section 5.1., including without limitation by Users, Provider may suspend Customer's access to the Platform without advanced notice, in addition to such other remedies as Provider may have.

5.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Provider's standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

5.4. Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

5.5. Look and Feel. Customer acknowledges that the overall look and feel of Provider's Platform, including but not limited to the graphics, icons, screens, and sequences, constitute trade dress and/or trademarks of the Provider. Customer shall not duplicate or imitate the look and feel of the Provider's Platform. This prohibition includes, but is not limited to, refraining from using similar graphics, icons, screens, sequences, or website design that could cause consumer confusion and constitute unfair competition. Provider reserves the right to terminate this Agreement immediately if Customer violates this provision.

5.6. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Platform, including without limitation by protecting its passwords and other log-in information. Customer shall notify Provider immediately of any known or suspected unauthorized use of the Platform or breach of its security and shall use best efforts to stop said breach.

5.7. Compliance with Laws. In its use of the Platform, Customer shall comply with all applicable laws, including without limitation Privacy/Security laws.

5.8. Users & Platform Access. Customer is responsible and liable for: (a) Users' use of the Platform, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Platform through Customer's account, whether authorized or unauthorized.

6. INTELLECTUAL PROPERTY

6.1.   <u>Intellectual Property rights to the Platform</u>. Provider retains all right, title, and interest in and to the Platform, including without limitation all Intellectual Property used on the Platform. This Agreement does not grant Customer any intellectual property license or rights in or to the Platform or any of its components, except to the limited extent that such rights are necessary for Customer's use of the Platform as specifically authorized by this Agreement. Customer recognizes that the Platform and its components are protected by copyright and other laws.

6.2.   <u>No IP Transfer</u>. Platform subject to Services provision is licensed, not sold, and Customer receives no title to or ownership of any copy or of the Platform itself. Furthermore, Customer receives no rights to the Platform other than those specifically granted in this Section 6.

6.3.   <u>Limited License</u>. In consideration for the fees payable by the Customer to Provider as specified in each Order, Provider hereby grants to the Customer a non-exclusive, worldwide, non-transferable and revocable licence to access and use use the Platform via the internet on a subscription basis for the Term specified in the Order, subject to the usage limitations and restrictions set forth therein. Provider grants the license in this Section under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other applicable intellectual property rights.

6.4.   <u>Customer's Intellectual Property</u>. Customer grants Provider a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit and display the Customer Intellectual Property solely to the extent necessary to provide the Services to Customer. Except for the rights expressly granted herein, Provider acquires no right, title or interest in the Customer Intellectual Property, and the latter is sole property of the Customer.

7.   CONFIDENTIAL INFORMATION

7.1.   "<u>Confidential Information</u>" refers to the following items Provider discloses to Customer: (a) any document Provider marks "Confidential"; (b) any information Provider orally designates as "Confidential" at the time of disclosure, provided Provider confirms such designation in writing within __ business days; (c) the Documentation and web links, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include Provider's valuable trade secrets.

7.2.   <u>Nondisclosure</u>. Customer shall not use Confidential Information for any purpose other than provision of Services (the "<u>Purpose</u>"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Section 7.2; and (b) shall not disclose Confidential Information to any other third party without Provider's prior written consent.

Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Provider of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Provider prompt notice of any such legal or governmental demand and reasonably cooperate with Provider in any effort to seek a protective order or otherwise to contest such required disclosure, at Provider's expense.

7.3. <u>Termination & Return</u>. With respect to each item of Confidential Information, the obligations of Section 7.1 above (*Nondisclosure*) will terminate 3 (three) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Provider's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to Provider or certify, in writing, the destruction thereof.

7.4. <u>Injunction</u>. Customer agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Section 7; (b) it would be difficult to determine the damages resulting from its breach of this Section 7, and such breach would cause irreparable harm to Provider; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Provider prove actual damage or post a bond or other security. Customer waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 7.3 does not limit either party's right to injunctive relief for breaches not listed.)

7.5. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Provider will retain all right, title, and interest in and to all Confidential Information.

8. REPRESENTATIONS & WARRANTIES

8.1. <u>From Provider</u>. Provider represents and warrants that it is the owner of the Platform and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the Platform set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to use of the Platform in combination with hardware or software not provided by Provider. In case of breach of the warranty above in this Section 8.1, Provider, at its own expense, shall promptly: (a) secure for Customer the right to continue using the Platform; (b) replace or modify the Platform to make it noninfringing; or if such remedies are not commercially practical in Provider's reasonable opinion, (c) refund the fees paid for the Platform for every month remaining in the then-current Term following the date after which Customer access to the Platform ceases as a result of such breach of warranty. If Provider exercises its rights pursuant to Subsection 8.1(c) above, Customer shall promptly cease all use of the Platform and all rePlatformion and use of the Documentation and erase all copies in its possession or control. This Section 8.1, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and Provider's entire liability for breach of the warranty

above in this Section 8.1.

8.2. <u>From Customer</u>. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Platform; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

8.3. <u>Warranty Disclaimers</u>. Except to the extent set forth in Section 8.1 above, CUSTOMER ACCEPTS THE PLATFORM "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE Platform WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE Platform IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

9.   INDEMNIFICATION

9.1. Customer shall defend, indemnify, and hold harmless Provider and the Provider Associates (as defined below) against any "<u>Indemnified Claim</u>," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Platform, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Platform through Customer's account, including without limitation by Customer Data; and (d) claims that use of the Platform through Customer's account, including by Users, harasses, defames, or defrauds a third party or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO PROVIDER'S NEGLIGENCE. Customer's obligations set forth in this Section 9 include, without limitation: (i) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customers' assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, Provider may defend the Indemnified Claim, without loss of rights pursuant to this Section 9. Provider will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Provider Associate admit wrongdoing or liability or subjects either of them to any ongoing

affirmative obligation. ("Provider Associates" are Provider's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns. A "Data Incident" is any (1) unauthorized disclosure of, access to, or use of Customer Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by Provider, by Customer's customers or other users, by hackers, and by any other third party.)

10. LIMITATION OF LIABILITY

10.1. PROVIDER'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED **10,000 GBP**.

10.2. Excluded Damages. Except with regard to breaches of Section 7 (*Confidential Information*), IN NO EVENT WILL PROVIDER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS Section 9 APPLY TO THE BENEFIT OF PROVIDER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT Platform LIABILITY, OR OTHERWISE; (c) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that Provider has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Section 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Section, Provider's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Provider's liability limits and other rights set forth in this Section 9 apply likewise to Provider's affiliates, licensors, Providers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. TERM & TERMINATION

11.1. Term. The term of this Agreement will commence on the Effective Date and continue for the period set forth in the Order or, if none, for 1 year. Thereafter, the Term will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the renewal date.

11.2. *Termination for Cause*. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Platform and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Sections and Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9

(*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12.   MISCELLANEOUS

12.1.   Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.2.   Notices. Provider may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to legal@dkv.global, and such notices will be deemed received 72 hours after they are sent. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact _____; and (b) Provider will terminate the accounts of subscribers who are repeat copyright infringers.

12.3.   Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

12.4.   Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's express written consent. Except to the extent forbidden in this Section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.5.   Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.6.   No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

12.7.   Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by laws of England and Wales.

12.8.   Conflicts. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the Privacy Policy, the terms of this Agreement will govern.

12.9.   Construction. The parties agree that the terms of this Agreement result from negotiations

between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

12.10. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

12.11. <u>Amendment</u>. Provider may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "<u>Proposed Amendment Date</u>") unless Customer first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Section 11, *Term & Termination*). Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

Customer	Provider
By: _____	By: _____
Name: _____	Name: _____
Title:	Title:
Date: _____	Date: _____

ORDER No. <mark>___</mark>

Customer: Contact:

Address: Phone:

                                                            E-Mail:

Effective date: <mark>[include date]</mark>

Services: access to the <mark>[indicate a product/service name] Name</mark> (the "Service(s)").

Services Fees: <mark>£250,000 - £500,000</mark> for the Service   **Initial Service Term**: One Year
Term, payable in advance, subject to the terms of
Section 3 of the Agreement.

Customer	Provider
By: <mark>_____</mark>	By: <mark>_____</mark>
Name: <mark>_____</mark>	Name: <mark>_____</mark>
Title:	Title:
Date: <mark>_____</mark>	Date: <mark>_____</mark>

ANNEX 1

SERVICE LEVEL AGREEMENT

<mark>**[SUBJECT TO REVISION AND CONFIRMATION WITH CUSTOMER]**</mark>

1. General

1.1. The Provider shall host and maintain the Platform in accordance with the Service Levels set out in this Schedule.

1.2. If the Platform is not available in accordance with the relevant Service Levels, Customer shall become entitled to the Service Credits set out in this Schedule.

1.3. In this Schedule the following expressions shall have the following meanings unless the context requires otherwise:

1.3.1. "**Availability Service Level**" means the uptime commitment set out in paragraph 2.1 of this Schedule and is calculated as the Resolution Time for Priority 1 Faults;

1.3.2. "**Available**" means available to be accessed and utilised without delay by End Users and not subject to a Priority 1 Fault (and Availability shall be construed accordingly);

1.3.3. "**Fault**" means a Priority 1 Fault, Priority 2 Fault or Priority 3 Fault (as applicable);

1.3.4. "**Planned Downtime**" means a period of Unavailability outside of 8 am – 5 pm GMT during which all or part of the Platform (or any component thereof) shall be Unavailable, to enable the Provider to carry out required maintenance or install patches or Updates to the Platform (or any part thereof);

1.3.5. "**Priority 1 Fault**" means a total or significant failure in the functionality or performance of the Platform (or any part thereof), and this Defect affects 50% of End User revenue for the Platform;

1.3.6. "**Priority 2 Fault**" means a failure of moderate impact causing moderate/low disruption or reduction in the functionality or performance of the Platform (or any part thereof) and this Defect affects 25% of End User revenue for the Platform;

1.3.7. "**Priority 3 Fault**" means a minor fault with minimal (if any) impact on the functionality or performance of the Platform (or part thereof);

1.3.8. "**Resolution Time Service Levels**" means the target timeframe for Resolving a Fault as set out in the table in Section 3 of this Annex;

1.3.9. "**Resolve**" means in relation to a Fault, to restore the functionality and performance of the Platform (or any part thereof) and to restore operation of such Platform (or any part thereof) to its normal operating level (which level may be set out in the specification), whether through the implementation of a Workaround or permanent solution and Resolution, Resolving and Resolved shall be construed accordingly;

1.3.10. "**Response and Resolution Service Levels**" means the Response Time Service Levels and the Resolution Time Service Levels;

1.3.11. "**Response Time Service Levels**" means the target timeframe for Responding to a Fault as set out in the table in Section 3 of this Annex;

1.3.12. "**Service Credit**" shall mean a credit due to Customer where the Provider fail to: (i) meet its Availability target; (ii) fails to Respond to Fault notifications within the Fault Response Time Service Level targets; as such credit is calculated in accordance with this Schedule;

1.3.13. "**Service Levels**" means the Availability Service Level and the Response and Resolution Service Levels;

1.3.14. "**Unavailability**" means not Available (and Unavailability shall be construed accordingly); and

1.3.15. "**Workaround**" means a method of restoring the Platform to its normal operating level, without Resolving the underlying Fault.

2. Availability Service Level and Service Credits

2.1. The Provider shall ensure that the Platform shall be Available, excluding Planned Downtime, 99.9% of the time in any given calendar month during the term of the Agreement (Availability Service Level). If the Provider fail to meet this target in any calendar month, Customer shall be entitled to Service Credits calculated as follows:

Service Provider will ensure that Uptime of the System will equal or exceed 97.5%. In case the Uptime falls below the committed 97.5%, Client shall have the option to terminate the Agreement.

Availability of Platform	Service Credit (as a percentage of the average of the Monthly Fees payable in the relevant Month and the Month prior to the relevant Month)
< 99.9% but greater than or equal to 99.0%	[***]%
< 99.0% but greater than or equal to 98.0%	[***]%
< 98.0% but greater than or equal to 96.0%	[***]%
< 96.0% but greater than or equal to 93.0%	[***]%
< 93.0% but greater than or equal to 85%	[***]%
<85%	[***]% and shall be considered a material breach incapable of remedy (without prejudice to your other rights and remedies hereunder).

3. Response and Resolution Service Levels and Service Credits

3.1. The Provider shall at all times employ appropriately skilled and trained personnel who possess communication skills in accordance with best industry practice, are administratively competent and who are suitably qualified and experienced with the Platform.

3.2. Slack Channel to be determined post agreement signing will be made available and escalations sent to the contacts below:

Customer Escalation Contacts

    a) [include contact]
    b) [include contact].

3.3. Response and Resolution Service Levels: The Provider shall Respond to Fault notifications or as soon as it becomes aware of a Fault within the Fault Response Time Service Levels and Resolve all Faults within the Resolution Time Service Levels applicable to the Priority Level of the Fault set out in the table below. The Resolution Time Service Level period shall commence when the Fault is reported to the Provider or as soon as the Provider becomes aware of a Fault and end when the Provider have Resolved the Fault. An issue is considered Resolved if it no longer meets the Fault definitions.

Fault	Response Time Service Levels	Resolution Time Service Levels
Priority 1 Fault	__ minutes __ hours __ days	__ minutes __ hours __ days
Priority 2 Fault	__ minutes __ hours __ days	__ minutes __ hours __ days
Priority 3 Fault	__ minutes __ hours __ days	__ minutes __ hours __ days

4.   Nature of Service Credits

4.1. Provider, if requested during a respective month, will provide Customer with a monthly service performance report within 15 days of the end of each calendar month.

4.2. Service Credits will be reconciled and accrue on a quarterly basis.

4.3. Service Credits shall, at the discretion of Customer, be either: (i) payable as a debt due by the Provider to Customer within 30 days of the date on which they accrue; or (ii) set off against any sum payable by Customer to the Provider in the following Month(s).

4.4. The Service Credits are a reduction of the amounts payable in respect of the Monthly Fees.

4.5. Except as expressly provided in this Agreement, the payment of Service Credits shall not relieve the Provider from any other obligation under this Agreement.

4.6. Nothing in this Annex shall restrict Cutomer right to claim damages or any other remedy or to terminate the Agreement.