

## **NC SQUARED LIMITED END USER LICENCE AGREEMENT**

Please read this End User Licence Agreement ("Licence Agreement") carefully. By downloading and/or using all or any part of the Software, you ("Licensee") indicate your acceptance of the following terms from NC Squared Limited, 1 Stanyards Courtyard, Stanyards Farm, Chertsey Road, Chobham, Surrey, England, GU24 8JE ("NC Squared"). The Licensee agrees to be bound by all the terms and conditions of this Licence Agreement. The Licensee agrees that it is enforceable as if it were a written negotiated agreement signed by the Licensee. If the Licensee does not agree to the terms of this Licence Agreement, the Licensee must not download and/or use the Software. If you are entering into this Licence Agreement on behalf of a company or other legal entity, you hereby represent that you have the authority to bind such entity to this Licence Agreement, in which case the term "Licensee" shall be construed to refer to such entity. The Licensee is advised to print and keep a copy of this Licence Agreement for future reference.

NOW IT IS HEREBY AGREED AS FOLLOWS:

### **1. DEFINITIONS**

"Confidential Information" means, in respect of a party to this Licence Agreement, any information disclosed by that party to the other party during the term of the Licence Agreement that at the time of disclosure: (a) was marked as "confidential"; (b) was described by that party as "confidential"; or (c) should have been understood by the other party to be confidential; and, in the respect of the Licensee, this shall include all the Licensee Personal Data;

"Data Protection Laws" means the following laws, insofar as applicable to the parties' activities under this Licence Agreement: (a) the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR"); (b) the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) ("UK GDPR"); (c) the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), Cal. Civil Code § 1798.100 et seq. and their implementing regulations ("CPRA"); (d) the Consumer Data Protection Act (§ 59.1-575 et seq. of Ch. 53, Title 59.1), Code of Virginia ("CDPA"); and (e) all other applicable laws relating to the processing of personal data or personal information, as such laws may be updated, amended and superseded from time to time;

"Documentation" means the electronic user manual for the Software that is either supplied to the Licensee with the Software or made available to the Licensee on the Salesforce Platform;

"Effective Date" means the date on which the Licensee first downloads and/or uses all or any part of the Software;

"Fees" means the Licence Fees and/or Support Fees;

"Indemnity Event" means any infringement of any third party's intellectual property rights arising out of the use of the Software by the Licensee in accordance with the terms of this Licence Agreement;

"Licence Agreement Period" means either: (a) a trial period; or (b) a period of 12 months (or such other period as NC Squared may have expressly agreed in writing) in respect of which the Licensee has paid the Licence Fees or has committed to pay the Licence Fees;

"Licence Fees" means the subscription fees calculated on a per User basis and payable to NC Squared in respect of the Software, details of which are set out in the quotation issued by NC Squared to the Licensee (or, where there is no such quotation, in the invoice issued by NC Squared to the Licensee);

“Licensee Affiliates” means any parent or holding companies and any subsidiaries of the Licensee, and any subsidiaries of any parent or holding companies of the Licensee;

“Licensee Personal Data” means any Personal Data that is processed by NC Squared on behalf of the Licensee in relation to this Licence Agreement;

“Minimum Requirements” means the minimum technical specification required to enable the Software to function in accordance with the Documentation and/or at all, as set out in the Documentation and/or on the Salesforce Platform;

“NC Squared US Affiliate” means NC Squared, Inc. of 427 N. Tatnall Street #74040, Wilmington, Delaware 19801-2230, a Delaware Corporation;

“Personal Data” means any information or data defined as “personal data” or “personal information” under all or any of the Data Protection Laws;

“Salesforce” means SFDC UK Ltd, Block Two, Lotus Park, The Causeway, Staines, Middlesex TW18 3AG, the provider of the Salesforce Platform;

“Salesforce Platform” means the CRM system provided by Salesforce and available via [www.salesforce.com](http://www.salesforce.com) or any such unique resource locator as designated by Salesforce;

“Software” means the object code form of NC Squared’s “Distribution Engine” software;

“Support Fees” means support fees payable to NC Squared in respect of support services provided in relation to the Software, details of which are set out in the quotation issued by NC Squared to the Licensee (or, where there is no such quotation, in the invoice issued by NC Squared to the Licensee);

“Update” means any security patch or minor version update to the Software issued by NC Squared;

“Upgrade” means any major version upgrade to the Software issued by NC Squared;

“User” means each individual user who has access to and use of the Software made available to the Licensee under this Licence Agreement (including any user who can be assigned object records by means of the Software, whether or not that user has an account in respect of the Software); and

“Working Hours” means 9.00am to 5.00pm in New York (Eastern Time Zone).

## 2. GRANT OF RIGHTS; RESTRICTIONS

2.1 Subject to all the terms and conditions of this Licence Agreement and in consideration for the payment of the Licence Fees, NC Squared hereby grants the Licensee and the Licensee Affiliates a worldwide, non-exclusive, non-transferable licence to use the Software on the Salesforce Platform in accordance with the Documentation. Such use shall be for the Licensee’s and the Licensee Affiliates’ internal purposes only. The licence is terminable in accordance with the express provisions of this Licence Agreement, including clauses 4.7 and 5.

2.2 Except as expressly permitted in this Licence Agreement or required under applicable law, the Licensee shall not, and shall not permit others to: (a) modify, translate, create derivative copies of or copy the Software, in whole or in part; (b) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software to source code form; (c) distribute, sub-license, assign, share, time-share, sell, rent, lease, grant a security interest in, use for service bureau purposes, or transfer the Software or Licensee’s right to use the Software; (d) remove or modify any copyright, trademark, or other proprietary notices of NC Squared contained within the Software; (e) use the Software in any manner not expressly authorised by this Licence Agreement; or (f) export object records from the Software in whole

or part, whether for use with third party software or for some other use.

2.3 The Licensee must ensure that all Users and Licensee Affiliates comply with the terms of this Licence Agreement, and that the number of Users does not exceed the number of licensed Users. If the Licensee wishes to increase the number of licensed Users, the Licensee must submit a written request to do so to NC Squared. NC Squared shall only be entitled to reject such requests if it has reasonable grounds to do so and provides details of those grounds to the Licensee. If NC Squared accepts the Licensee's request under this clause 2.3, the Licensee shall pay the applicable Fees. The Licensee may decrease the number of licensed Users at the end of a Licence Agreement Period by giving to NC Squared at least 30 days' prior written notice of the decrease. Notwithstanding the foregoing, the Licensee must have at least 5 User licences at all times during the term of this Licence Agreement.

2.4 Upon request by NC Squared not more than once during each calendar year, the Licensee must provide a certificate signed by an officer or other authorised representative certifying the Licensee's compliance with the terms of this Licence Agreement.

2.5 NC Squared has sole and exclusive ownership of all right, title, and interest in and to the Software, including all copyright and any other intellectual property rights therein. This Licence Agreement conveys a limited licence to use the Software pursuant to this clause 2 and shall not be construed to convey title to or ownership of the Software to the Licensee or any other person. All rights in and to the Software not expressly granted herein are reserved by NC Squared.

2.6 The Licensee warrants that it has the right to use the Salesforce Platform and the right to use any other third party software that the Licensee uses from time to time in conjunction with the Software.

### 3. SUPPORT SERVICES, UPDATES AND UPGRADES

3.1 NC Squared will make available to the Licensee an email-based helpdesk facility for the purposes of: (a) assisting the Licensee with the configuration of the Software and the integration of the Software with the Salesforce Platform; (b) assisting the Licensee with the proper use of the Software; and/or (c) determining the causes of errors and fixing errors in the Software. NC Squared shall use reasonable endeavours to respond to issues raised through the helpdesk within 16 Working Hours.

3.2 NC Squared shall have no obligation to provide support in respect of any fault or error caused by the improper use of the Software or the use of the Software otherwise than in accordance with the Documentation.

3.3 If the Licensee purchases a premium support package from NC Squared, then: (a) the helpdesk referred to in clause 3.1 shall be accessible via email and telephone; (b) NC Squared shall use reasonable endeavours to respond to issues raised through the helpdesk within 4 Working Hours; and (c) the Licensee shall pay Support Fees to NC Squared.

3.4 If NC Squared personnel spend, during any 12-month period beginning on the Effective Date or any anniversary of the Effective Date, more than 100 hours providing support services to the Licensee and/or the Licensee Affiliates (excluding time spent providing support services in relation to bugs in the Software), then NC Squared shall notify the Licensee of this and, following the sending of such notice, may charge the Licensee for any additional support services (excluding support services in relation to bugs in the Software) provided during that period at its then-current standard time-based charging rates.

3.5 From time to time, NC Squared may release Updates and Upgrades through the Salesforce Platform's *App Exchange*.

3.6 NC Squared shall make available to the Licensee summary details of each Update; and NC Squared shall send to the Licensee a written notice with details of each Upgrade, requesting

that the Licensee apply the Upgrade to the Software.

3.7 The Licensee hereby consents to the application of Updates to the Software by NC Squared from time to time.

3.8 The Licensee shall be responsible for applying each Upgrade to the Software within the period of 30 days following the issue of NC Squared's applicable notice under clause 3.6.

3.9 If the Licensee has not applied an Upgrade to the Software in accordance with clause 3.8: (a) the Licensee acknowledges that NC Squared will no longer apply Updates (including security Updates) to the Software until such time as the Licensee applies all released Upgrades; (b) subject to clause 7.1, NC Squared shall not be liable for any loss or damage suffered by the Licensee and arising out of the failure of the Licensee to apply an Upgrade in accordance with clause 3.8 (including loss or damage arising out of any security issues that would have been resolved by the application of the Upgrade, or by NC Squared applying an Update following the application of the Upgrade); and (c) NC Squared shall be entitled to refuse to provide support services to the Licensee, until such time as the Licensee applies all released Upgrades.

3.10 The Licensee acknowledges that Updates and Upgrades may result in changes to the appearance and/or functionality of the Software.

3.11 The Licensee acknowledges that NC Squared will not be responsible for making back-ups of any Licensee data.

#### 4. FEES

4.1 In consideration for the licence granted to the Licensee hereunder, the Licensee shall pay NC Squared the Licence Fees; and in consideration for the provision of a premium support package, the Licensee shall pay NC Squared the Support Fees; in each case the Fees must be paid using the methods of payment specified on the NC Squared website.

4.2 The first annual Fees payment shall be due and payable on the later of the Effective Date and the first day following the end of any trial period under clause 4.9; and subsequent annual Fees payments shall be due and payable on each anniversary of the first payment date.

4.3 This clause 4.3 applies in place of clause 4.2 if NC Squared has expressly agreed to a charging period that is not annual. If this clause 4.3 applies: (a) the Fees with respect to the first charging period shall be due and payable on the later of the Effective Date and the first day following the end of any trial period under clause 4.9; and (b) the Fees with respect to each subsequent charging period shall be due and payable on the first day of the relevant charging period.

4.4 All Fees and other amounts stated in and in relation to this Licence Agreement are stated exclusive of VAT and all other sales taxes, which may be payable by the Licensee to NC Squared in addition to the principal amount.

4.5 NC Squared reserves the right to vary the Licence Fees and/or Support Fees at and from the end of any Licence Agreement Period by giving at least 45 days' written notice of the variation to the Licensee. If the Licence Fees are varied and the Support Fees are specified by reference to the Licence Fees, then the Support Fees shall automatically be varied along with the Licence Fees.

4.6 No variation of the Licence Fees shall result in the per-User Licence Fees increasing during the term of the Licence Agreement by more than 5 per cent for each completed 12-month period following the Effective Date. In calculating the maximum permitted increase in the Licence Fees, the increase shall be compounded to the variation cap at the start of each Licence Agreement Period.

4.7 If the Licensee fails to make payment of the Fees or any other amount due under this Licence Agreement by the due date, then NC Squared may send a written demand for payment to the Licensee. If the outstanding amount or amounts are not paid within 14 days following the date of issue of the written demand, then NC Squared may at any time thereafter by further written notice to the Licensee suspend and/or terminate: (a) any or all of the licences granted in and/or services provided under this Licence Agreement; and/or (b) this Licence Agreement.

4.8 If the Licensee has agreed in writing that this Licence Agreement will continue for a minimum period or minimum term, then if this Licence Agreement is terminated by NC Squared under clause 4.7, 5.1 or 5.2, the Licensee shall immediately become liable to pay all Fees and other amounts that would have been payable had this Licence Agreement continued to the end of the minimum period or minimum term.

4.9 The first 30 days of the term of this Licence Agreement (or such other period as the parties may agree in writing) shall be a trial period, and all of the provisions of this Licence Agreement shall apply during that trial period, save as follows: (a) the Licensee shall have no obligation to pay the Licence Fees in respect of the trial period; (b) either party may terminate this Licence Agreement immediately by giving written notice to the other party at any time before the end of the trial period (in which case no liability to pay the Licence Fees will arise); and (c) the Software and the Licensee's use of the Software shall be subject to such limitations and restrictions as NC Squared shall implement from time to time.

## 5. TERMINATION

5.1 This Licence Agreement shall commence on the Effective Date and continue until terminated in accordance with its express terms. If either party breaches this Licence Agreement in any material respect, the other party may give written notice to the breaching party of its intent to terminate, and if such breach is not cured within 30 days after the breaching party's receipt of such notice, this Licence Agreement shall terminate without any further notice required (but no cure period is required for any breach that cannot be cured).

5.2 Notwithstanding clause 5.1, NC Squared shall be entitled to: (a) immediately terminate this Licence Agreement upon notice; and (b) permanently prohibit the Licensee from making any use of and/or accessing the Software in the event the Licensee or any Licensee Affiliate is, or NC Squared has reason to believe that the Licensee or any Licensee Affiliate is: (i) using the Software to commit a criminal act or to cause nuisance, annoyance or inconvenience to or harass others, including without limitation engaging in hacking activities; (ii) using illegal and/or unlawful means to access the Software; or (iii) doing an act or series of acts that shall or may reasonably be deemed to infringe any patents, copyrights, trade marks, design rights or any other intellectual property rights or other rights of any third parties.

5.3 Either party may terminate this Licence Agreement by giving at least 30 days' written notice of termination to the other party, providing that such notice must terminate: (a) at the end of the then-current Licence Agreement Period; and (b) after the end of any minimum period or minimum term agreed between the parties.

5.4 Upon any termination of this Licence Agreement, (a) the rights and licences granted under this Licence Agreement shall terminate; (b) the Licensee shall cease all use of the Software, and shall ensure that the Licensee Affiliates cease all use of the Software; and (c) the Licensee shall, where requested, certify in writing to NC Squared its compliance with the foregoing. Clauses 1, 3, 4 (to the extent of unpaid Fees), 5.2, 5.4, 6, 7, 8, 9, 11.1 and 12 shall survive any termination of this Licence Agreement.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 NC Squared warrants to the Licensee that: (a) it has the full power and authority to enter into this Licence Agreement; (b) it has the right to provide the Software to the Licensee in accordance with this Licence Agreement; (c) it will use reasonable care and skill to ensure that

the Software will function materially in accordance with the Documentation during the term of this Licence Agreement, without prejudice to NC Squared's rights to update, enhance and upgrade the Software from time to time; and (d) the Software will not contain any virus, Trojan horse, worm, trapdoor, backdoor or other malicious code.

6.2 The above warranty is conditional upon the Licensee complying with the Minimum Requirements.

6.3 The warranties set forth in this clause 6 are exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from a course of dealing, a course of performance, or use of trade, all of which are hereby excluded and disclaimed.

6.4 The Licensee shall procure its own internet connection to access the Salesforce Platform and/or the Software.

6.5 The Licensee acknowledges that NC Squared relies on third party services providers to make the Software available to the Licensee. Consequently, NC Squared does not warrant that the Licensee shall have uninterrupted access to the Salesforce Platform and/or use of the Software.

6.6 The Licensee acknowledges that the Software is a native application on the Salesforce Platform and that NC Squared has no control over changes to the Salesforce Platform. NC Squared shall ensure that the Software is compatible with the Salesforce Platform on the Effective Date and NC Squared shall use reasonable endeavours to ensure that the Software remains compatible with the Salesforce Platform during the term of this Licence Agreement.

6.7 The Licensee hereby represents that it shall: (a) comply with the Minimum Requirements; (b) comply with all applicable local and foreign laws and regulations which may govern the use of the Software; and (c) use the Software only for lawful purposes and in accordance with the terms of this Licence Agreement.

## 7. LIMITATION OF LIABILITY

7.1 Nothing in this Licence Agreement will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this clause 7 and elsewhere in this Licence Agreement: (a) are all subject to clause 7.1; and (b) govern all liabilities arising under this Licence Agreement or in relation to the subject matter of this Licence Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise and providing that the limitations and exclusions shall not affect the Licensee's obligations to pay the Fees.

7.3 Neither party will be liable to the other party in respect of any loss of profits, income, revenue, use, production or anticipated savings.

7.4 Neither party will be liable to the other party any loss of business, contracts or commercial opportunities.

7.5 Neither party will be liable to the other party for any loss of or damage to goodwill or reputation.

7.6 Neither party will be liable to the other party in respect of any loss or corruption of any data, database or software.

7.7 Neither party will be liable to the other party in respect of any special, indirect or consequential loss or damage.

7.8 Neither party will be liable to the other party for any losses arising out of any event or events beyond the reasonable control of the parties.

7.9 Neither party will be liable to the other party for any wasted management time or procurement of substitute products or services.

7.10 Each party's liability to the other party under or in connection with this Licence Agreement in relation to any event or series of related events shall not exceed the greater of: (a) GBP 25,000; and (b) the sum of all amounts paid and payable by the Licensee to NC Squared under this Licence Agreement during the period of 12 months immediately prior to the commencement of the event or series of events.

7.11 Each party's aggregate liability to the other party under or in connection with this Licence Agreement shall not in any event exceed GBP 2,500,000.

7.12 Under no circumstances shall NC Squared be liable for any failure of the Software to perform in accordance with the Documentation, or at all, as a result of a failure by the Licensee to comply with the Minimum Requirements.

7.13 Subject to NC Squared's compliance with clause 6.6, NC Squared shall not be liable to the Licensee in respect of any loss or damage arising out of any failure of the Software to integrate or be compatible with the Salesforce Platform.

7.14 NC Squared shall not be liable to the Licensee in respect of any loss or damage arising out of any failure of the Software to integrate or be compatible with any third party software (excluding the Salesforce Platform).

## 8. INDEMNITY

8.1 Subject to clause 8.2, NC Squared hereby indemnifies the Licensee and undertakes to keep the Licensee indemnified in full and on demand against any and all losses, liabilities, damages, claims, costs and expenses (including but not limited to legal costs and amounts paid in settlement of legal claims) suffered or incurred by the Licensee and arising as a result of an Indemnity Event.

8.2 The Licensee must: (a) upon becoming aware of an actual or potential Indemnity Event, notify NC Squared; (b) provide to NC Squared all reasonable assistance in relation to the Indemnity Event; (c) allow NC Squared the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Indemnity Event, provided that NC Squared will not agree to any settlement that imposes any liability or requires any admission of responsibility on the part of Licensee without Licensee's prior written consent; and (d) not admit liability in connection with the Indemnity Event or settle the Indemnity Event without the prior written consent of NC Squared.

8.3 The indemnity in clause 8.1 is not subject to the limitations and exclusions of liability in clause 7, except that it is subject to the liability cap in clause 7.11.

## 9. CONFIDENTIALITY

9.1 Each party shall: (a) keep confidential and not disclose the Confidential Information of the other party to any person save as expressly permitted by this clause 9; and (b) protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a

similar nature, being at least a reasonable degree of care.

9.2 The Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing or by a professional obligation to maintain the confidentiality of the Confidential Information disclosed.

9.3 The obligations set out in this clause 9 shall not apply to: (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence); (b) Confidential Information of a party that is in possession of the other party prior to disclosure by the first party; (c) Confidential Information of a party that is received by the other party from an independent third party who has a right to disclose the relevant Confidential Information.

9.4 The obligations set out in this clause 9 shall not apply to the extent that Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

9.5 The limitations and exclusions of liability in clause 7 shall not apply in respect of any breach of this clause 9, except that clause 7.11 shall apply in respect of any such breach.

## 10. DATA PROTECTION

10.1 Occasionally, Licensee Personal Data may be processed by NC Squared and/or the NC Squared US Affiliate, the nature, purpose, and details of which are further described in Appendix 1. In such event, the collection, storage and/or processing of Personal Data may render the laws of several different jurisdictions, if any, applicable as it relates to the protection of the Personal Data. In such event, NC Squared and/or the NC Squared US Affiliate shall comply with the Data Protection Laws. The Licensee and NC Squared agree that NC Squared is acting as a "service provider" under this Licence Agreement for purposes of the CPRA.

10.2 The Licensee warrants to NC Squared that it has the legal right to disclose all Personal Data that it does in fact disclose to NC Squared and Salesforce under or in connection with this Licence Agreement.

10.3 If required by the Data Protection Laws, the nature and purpose of NC Squared's processing of Licensee Personal Data shall be limited to the direct business relationship between NC Squared and Licensee, wherein the Licensee shall only supply to NC Squared, and NC Squared shall only process, in each case under or in relation to this Licence Agreement, the Personal Data specified in Appendix 1. NC Squared shall only process the Licensee Personal Data for the purposes specified in Appendix 1. To the extent CPRA is applicable: (a) NC Squared shall not, directly or indirectly, "sell" or "share" (as such terms are defined in the CPRA), any Licensee Personal Data to or with any third party; and (b) unless permitted by the CPRA, NC Squared will refrain from: (i) retaining, using, or disclosing Licensee Personal Data — including in anonymised or aggregated formats — for any other purpose; and (i) combining, merging, or de-aggregating Licensee Personal Data that NC Squared receives from, or on behalf of, Licensee with Licensee Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer.

10.4 NC Squared shall only process the Licensee Personal Data during the term of this Licence Agreement, subject to Clause 10.14 and the other provisions of this Clause 10.

10.5 NC Squared shall only process the Licensee Personal Data on the documented instructions of the Licensee (including with regard to transfers of the Licensee Personal Data to a third country that are restricted under the Data Protection Laws), as set out in this Licence Agreement or any other document agreed by the parties in writing.

10.6 Notwithstanding any other provision of this Licence Agreement, NC Squared may process the Licensee Personal Data if and to the extent that NC Squared is required to do so by applicable law. In such a case, NC Squared shall inform the Licensee of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10.7 NC Squared shall ensure that persons authorised to process the Licensee Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.8 NC Squared and the Licensee shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Licensee Personal Data, including ensuring that the Licensee Personal Data shall be encrypted during transfer from the Salesforce servers to any NC Squared computer.

10.9 NC Squared must not engage any third party to process the Licensee Personal Data without the prior specific or general written authorisation of the Licensee. In the case of a general written authorisation, NC Squared shall inform the Licensee at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if the Licensee objects to any such changes before their implementation, then NC Squared must not implement the changes. NC Squared shall ensure that each third-party processor is subject to the equivalent legal obligations as those imposed on NC Squared by this Clause 10. If NC Squared engages any other person to assist in processing Licensee Personal Data for a business purpose on behalf of Licensee, or if any other person engaged by NC Squared engages another person to assist in processing Licensee Personal Data for that business purpose, to the extent required by Data Protection Laws, NC Squared shall notify Licensee of that engagement in accordance with this clause 10.9, and the engagement shall be pursuant to a written contract binding the other person to observe all the requirements set forth in this clause 10.9.

10.10 NC Squared shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Licensee with the fulfilment of the Licensee's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

10.11 NC Squared shall assist the Licensee in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

10.12 This clause 10.12 applies only if the CPRA applies or Data Protection Laws having equivalent requirements apply. If NC Squared receives a direct request from a verifiable consumer regarding the collection, use, processing, or retention of consumer's Personal Data within the Licensee Personal Data, NC Squared shall refer the request to Licensee, and Licensee shall respond directly to the consumer. Licensee may request NC Squared's assistance to the extent Licensee deems necessary. NC Squared will provide reasonable cooperation with Licensee and Salesforce in responding to a verifiable consumer request made to Licensee, if an individual or consumer requests: (a) access to his or her Personal Data, (b) information about the categories of sources from which the Personal Data is collected, (c) information about the categories or specific pieces of the individual's Personal Data, (d) correction of his or her Personal Data, or (e) to limit the use or disclosure of the individual's sensitive Personal Data. Licensee agrees to pay NC Squared for time and materials incurred in cooperating and assisting with responses to a verifiable consumer request according to NC Squared's then-current standard time-based charging rates. In cases where Licensee is non-responsive to a verifiable consumer, government agency, or other third party regarding the possession of Licensee Personal Data, Licensee shall indemnify, defend and hold harmless NC Squared for any damages, fines, or administrative action resulting from Licensee's failure to respond.

10.13 NC Squared shall make available to the Licensee all information necessary to demonstrate the compliance of NC Squared with its obligations under the Data Protection Laws. NC Squared shall notify Licensee if NC Squared can no longer meet its obligations under this clause 10 or the Data Protection Laws.

10.14 Unless the Licensee agrees otherwise in writing, NC Squared shall delete the Licensee Personal Data not less than 1 month and not more than 6 months following the date of effective termination of this Licence Agreement. If the Licensee requests a copy of the Licensee Personal Data following the date of effective termination of this Licence Agreement and before the deletion of the Licensee Personal Data, NC Squared shall provide a copy of that Licensee Personal Data to the Licensee in such format as NC Squared may reasonably determine. NC Squared may charge the Licensee with respect to the provision of that Licensee Personal Data in accordance with NC Squared's then-current standard time-based charging rates.

10.15 NC Squared shall allow for and contribute to audits, including inspections, conducted by the Licensee or another auditor mandated by the Licensee in respect of the compliance of NC Squared's processing of Licensee Personal Data with the Data Protection Laws and this clause 10. Licensee's audit plan (including selection of the auditor, the scope and duration of the audit, and confidentiality of the audit's findings) shall be proposed and subject to NC Squared's prior written approval, which shall not be unreasonably withheld.

10.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Licence Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Licence Agreement as may be necessary to remedy such non-compliance.

10.17 The limitations and exclusions of liability in clause 7 shall not apply in respect of any breach of this clause 10, except that clause 7.11 shall apply in respect of any such breach.

10.18 With reference to clauses 10.5 and 10.9, the Licensee acknowledges and agrees that, if the Licensee requests support services under this Licence Agreement, the provision of such support services may involve: (a) the storage and processing by NC Squared, using the Salesforce.com platform, of limited Licensee Personal Data relating to the support service request; and (b) the transfer of limited Licensee Personal Data relating to the support services request to the NC Squared US Affiliate in the USA and the processing of that Licensee Personal Data by the NC Squared US Affiliate.

10.19 If required by the Data Protection Laws, NC Squared shall ensure that any transfer of Licensee Personal Data made in accordance with clause 10.18 shall be made under a contract between NC Squared and the relevant third-party processor meeting the requirements of the Data Protection Laws.

10.20 Before the provision of any requested support services and where reasonably necessary to ensure the compliance of the parties with the Data Protection Laws, NC Squared may require that the Licensee enter into a direct contractual relationship with the NC Squared US Affiliate. under the applicable standard contractual clauses approved by the competent data protection authority or authorities for transfers of Personal Data to a third country.

## 11. INSURANCE

11.1 NC Squared shall maintain, during the term of this Licence Agreement and for a period of at least 12 months thereafter, reasonable insurance with respect to NC Squared's obligations under this Licence Agreement.

11.2 NC Squared shall maintain the following minimum coverages: (a) employer's liability insurance of GBP 1,000,000 in aggregate; (b) public liability insurance of GBP 1,000,000 per occurrence; and (c) professional indemnity insurance of GBP 2,500,000 in aggregate.

11.3 Promptly following receipt from the Licensee of a written request to do so, NC Squared shall provide to the Licensee certificates of insurance with respect to the insurance policies required under this clause 11.

## 12. GENERAL

12.1 Either party may assign all of its contractual rights under this Licence Agreement to any successor to all or a substantial part of its business from time to time. Except as expressly provided in this clause 12.1 or elsewhere in the Licence Agreement, neither party shall assign its contractual rights under this Licence Agreement, in whole or in part, without the prior written consent of the other party. Any attempted assignment in violation of this clause 12.1 shall be void.

12.2 Neither party shall use the other party's name in publicity or marketing materials without the prior written consent of that other party.

12.3 The Licensee agrees that because of the unique nature of the Software and NC Squared's proprietary rights therein, a demonstrated breach of this Licence Agreement by the Licensee may irreparably harm NC Squared and monetary damages may be inadequate compensation. Therefore, the Licensee agrees that NC Squared shall be entitled to seek preliminary and permanent injunctive relief, as determined by any court of competent jurisdiction to enforce the provisions of this Licence Agreement.

12.4 If any provision of this Licence Agreement or the Software thereof is declared void, illegal, or unenforceable, the remainder of this Licence Agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

12.5 Any failure by any party to this Licence Agreement to enforce at any time any term or condition under this Licence Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Licence Agreement.

12.6 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the non-performing party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

12.7 Subject to clause 7.1, this Licence Agreement, together with any additional terms agreed in any quotation or invoice issued by NC Squared to the Licensee, shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof. In the event of a conflict between this Licence Agreement and any such additional terms, the additional terms shall take precedence.

12.8 This Licence Agreement may be varied by: (a) the written agreement of both parties; (b) the Licensee giving its express acceptance of a variation specified by NC Squared using the Salesforce Platform; or (c) NC Squared giving to the Licensee at least 45 days' written notice of the variation, such variation to come into effect at the end of the Licence Agreement Period current when such notice period expires.

12.9 This Licence Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party (including any Licensee Affiliate). The exercise of the parties' rights under this Licence Agreement is not subject to the consent of any third party (including any Licensee Affiliate).

12.10 The parties agree that NC Squared is an independent contractor and not an employee, agent, fiduciary or partner of Licensee.

12.11 This Licence Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction over any disputes arising out of this Licence Agreement.

## **Appendix 1**

### **Data processing details**

1. Nature and business purposes of the processing: to allow Licensee employees to receive communications and support for the NC Squared software and related services.
2. Types of data subjects: licensee employees and independent contractors.
3. Personal data to be processed: individual name, work email, user account data, other data provided by the Licensee to NC Squared and when requesting support services.
4. Sensitive / special categories of personal data to be processed: none
5. Duration of the processing: as per clause 10 of the Licence Agreement.
6. Service provider category: Salesforce plugin.