Terms of Service

These Terms of Service are agreed and entered into by Lative Limited, registered under No. 694940 in Ireland at Rockfalls House, Kindlestown Upper, Delgany, Co. Wicklow A63 RP04, Ireland ("**Lative**") and the customer as detailed in the Service Order (the "**Customer**"), Lative and the Customer, each a "**Party**" and together, the "**Parties**". These Terms of Service shall take effect from the date of signing of a Service Order (the "**Effective Date**") until terminated in accordance with the terms of this Agreement.

1   Definitions

1.1   "**Agreement**" means this contract between the Customer and Lative consisting of these Terms of Service, the Schedules and Service Order(s) entered into in accordance with the terms of this Agreement;

1.2   "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity, and in this definition "**control**" means that a person, alone or together with another person, has an interest in 50% or more of the equity share capital of a company, or is entitled to exercise or control the exercise of 50% or more of the voting power of a company at any general meeting of that company;

1.3   "**Authorised User**" means any individual who is authorised by the Customer to use the Lative Services and for whom Lative has ordered the Lative Services and created an account with Lative;

1.4   "**Effective Date**" means the date on which the Lative Services shall commence as detailed in the Service Order;

1.5   "**Customer Content**" means any data provided to Lative by or at the direction of Customer or its Authorised Users via the Lative Platform or via a third party platform for the purpose of using the Lative Services;

1.6   "**Data Protection Law**" means all applicable privacy and data protection laws, including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Acts 1988 - 2018, and the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, and any implementing, derivative or related legislation, rule, regulation and binding regulatory guidance, in each case as such legislation is amended, revised or replaced from time to time;

1.7   "**Documentation**" means any technical documentation relating to the Lative Services which Lative may provide the Customer from time to time;

1.8   "**Insolvency Event**" means if a Party summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014, has a receiver, manager, administrative receiver or examiner appointed over any of its assets, undertakings or incomes, has passed a resolution for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), is subject to a petition presented to any court for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), has a provisional liquidator appointed or has any other analogous insolvency proceedings initiated against it whether in Ireland or any other jurisdiction;

1.9   "**Lative Platform**" means the platform by which Customer Content is made available to Lative and the Customer views the output of the Lative Services;

1.10   "**Lative Services**" means the growth efficiency metric and sales performance assessment subscription Lative Services, as may be further described in the Documentation, provided by Lative to the Customer under this Agreement;

1.11   "**Service Order**" means a mutually executed, Lative-approved order form that references these Terms of Service;

1.12   "**SLA**" means the service level agreement as set out in Schedule Two;

1.13   "**Subscription Fees**" has the meaning set out in Clause 5;

1.14   "**Subscription Term**" has the meaning set out in Clause 13;

1.14   "**Virus**" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience,

including worms, trojan horses, viruses and other similar things or devices; and

1.15 "**Vulnerability**" means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

2 Lative Services

2.1 Lative shall, during the Subscription Term, provide the Lative Services to the Customer on and subject to the terms of the Agreement.

2.2 Lative shall use commercially reasonable endeavours to make the Lative Services available in accordance with the terms of the SLA at Schedule Two of this Agreement.

2.3 Lative will, as part of the Lative Services and at no additional cost to the Customer, provide the Customer with Lative's standard customer support services as detailed in SLA (the "**Support Services**").

2.4 No other terms or Customer standard terms will apply to the Lative Services or will form part of this Agreement unless expressly accepted in writing and signed by a director of Lative.

3 **Licence**

3.1 Subject to the Customer's payment of the Subscription Fees in accordance with the terms of this Agreement and the Customer's compliance with the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement, Lative hereby grants to the Customer a royalty-free, non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Lative Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

3.2 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:

(A) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Lative Services and/or Documentation (as applicable) in any form or media or by any means; or

(B) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Lative Services; or

(C) access all or any part of the Lative Services and Documentation in order to build a product or service which competes with the Lative Services and/or the Documentation; or

(D) use the Lative Services and/or Documentation to provide Lative Services to third parties; or

(E) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Lative Services and/or Documentation available to any third party except the Authorised Users, or

(F) attempt to obtain, or assist third parties in obtaining, access to the Lative Services and/or Documentation, other than as provided under this Clause 3; or

(G) introduce or permit the introduction of, any Virus or Vulnerability into Lative's network and information systems.

3.3 The rights provided under this Clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4 **Customer Obligations.**

Customer shall:

4.1 ensure that the Authorised Users use the Lative Services and the Documentation in accordance with the terms and conditions of this Agreement (including the Acceptable Use Policy in Schedule One) and be responsible for any Authorised User's breach of this Agreement;

4.2 be solely responsible for the accuracy, quality, reliability, integrity and legality of Customer Content;

4.3 be responsible for obtaining and maintaining any equipment, third party software and ancillary Lative Services needed to connect to, access or otherwise use the Lative Services, including as set out in the Documentation;

4.4 use the current and up-to-date API as made available by Lative, which may be changed from time to time;

4.5   be solely responsible for its failure to maintain such equipment, software and Lative Services, or its failure to use the current version of the APIs made available by Lative and Lative will have no liability for such failures (including under the SLA);

4.6   obtain and shall maintain all necessary licences, consents, and permissions necessary for Lative, its contractors and agents to perform their obligations under this Agreement, including without limitation, the Lative Services; and

4.7   use all reasonable endeavours to prevent any unauthorised access to, or use of, the Lative Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Lative.

5   **Fees**

5.1   **Fees**. Customer shall (a) pay Lative the Subscription Fees as set out in the Service Order (the "**Subscription Fees**"), and (b) on the Effective Date provide to Lative approved purchase order information acceptable to Lative and any other relevant valid, up-to-date and complete contact and billing details.

5.2   **Excess usage**. If the Customer exceeds the number of Authorized Users as detailed in the applicable Service Order, Customer shall incur additional usage fees at the rate set out in the applicable Service Order for use of the Lative Services ("**Additional Usage Fees**"). Additional Usage Fees shall be payable by the Customer within 30 days of receipt of an invoice from Lative detailing the Additional Usage Fees incurred.

5.3   **Payment**. Except as otherwise provided in the applicable Service Order fees are (i) payable in Euros (ii) subject to Clause 8.2, non-cancellable and non-refundable; (iii) subject to Clause 5.2, payable in advance; (iv) payable within 30 days of the date of the invoice; and (v) exclusive of value-added tax, which shall be added to Lative's invoice(s) at the appropriate rate. If an authority imposes a duty, tax, levy or fee on any amounts and fees payable, the Customer agrees to pay that amount or supply appropriate exemption documentation.

5.4   **Non-Payment.** If Lative has not received payment for the Subscription Fees and/or the Additional Usage Fees within 30 days after the due date, and without prejudice to any other rights and remedies of Lative:

5.4.1   Lative may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Lative Services and Lative shall be under no obligation to provide any or all of the Lative Services while the invoice(s) concerned remain unpaid; and

5.4.2   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of European Central Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. The Customer must pay the interest together with the overdue amount.

6   **Ownership and Proprietary Rights**

6.1   **Lative's Proprietary Rights**. The Customer acknowledges and agrees that Lative and/or its licensors own all intellectual property rights in the Lative Services and the Documentation. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Lative Services and/ or the Documentation.

6.2   **Improvements**. The Parties agree that:

6.2.1   Lative may from time to time make available features, upgrades, improvements or enhancements made to the Lative Services (whether or not at the request or suggestion of the Customer) ("**Improvements**"); and

6.2.2   the Customer shall:

(i) not assert any ownership or other intellectual property rights in respect of Improvements; and

(ii) if necessary, execute any and all documentation required to give effect to assignment to Lative of Improvements.

6.2.3   Provided that the Customer complies with this Agreement and to the extent required to take the benefit of the Lative Services which are the subject of the Subscription Fees only, Lative grants the Customer a revocable, non-exclusive, non-transferable licence for the Subscription Term to access the Improvements solely to receive the benefit of the Lative Services for the Customer's own internal business purposes.

6.3   **Customer Content and Licence**. As between the Parties, the Customer Content will be owned by Customer. Customer hereby grants to Lative a non-exclusive,

worldwide license to use, copy, store, transmit, display and modify Customer Content in order to provide, support and maintain the Lative Services and related Support Lative Services for the Subscription Term.

6.4   **Usage Data**. Lative shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Lative Services (only in a manner which does not permit identification of any individual) and shall be free (during and after the term hereof) to (i) use such data and other information to develop and improve the Lative Services and other Lative offerings, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify Customer or any individual ("**Anonymized Data**") to third parties for benchmarking reporting services. All right, title, and interest in Anonymized Data and the Lative Services, including any software products or Lative Services derived from or enhanced as a result of the Anonymized Data shall at all times be and remain vested in Lative. In all cases Customer Content shall remain (i) the sole property of the Customer; and (ii) subject to the confidentiality obligations in Clause 7 of this Agreement.

6.5   **Lative Marks**. Customer shall only use or display Lative's tradenames, service marks, trademarks or logos (each, a "**Lative Mark**") with the prior consent of Lative in writing (which may in its sole discretion be delayed and/or withheld) and where Lative gives its consent the Customer may only use or display the Lative Mark in accordance with the guidelines and/or restrictions as may be provided by Lative.

7   **Confidentiality**

7.1   The Recipient must keep secret and confidential, and not use or disclose, any Confidential Information of the Discloser unless this Agreement otherwise permits. The Recipient must take all steps and do all such things as may be necessary, prudent or desirable in order to secure and protect the confidentiality of the Confidential Information of the Discloser and to prevent any unauthorised access to it.

7.2   The Recipient must use the Confidential Information of the Discloser only for the performance of its obligations under this Agreement and for no other purpose.

7.3   The Recipient may disclose Confidential Information of the Discloser to its

employees, contractors and professional advisers:

7.3.1   that need to know for the purposes of this Agreement (and only to the extent that each has a need to know); and

7.3.2   in the case of the Recipient's officers and employees, who have been directed in writing by the Recipient and have agreed to keep confidential all Confidential Information of the Discloser; and

7.3.3   in the case of other persons, who have agreed in writing with the Recipient to comply with equivalent obligations in respect of Confidential Information of the Discloser as those imposed on the Recipient under this Agreement.

7.4   The Recipient is responsible for ensuring that the Confidential Information of the Discloser is kept confidential and secure by any person to whom the Recipient discloses that information.

7.5   The obligations in Clause 7.1 do not apply to Confidential Information that is:

7.5.1   in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence;

7.5.2   created by the Recipient, whether alone or jointly with any person, independently of the Discloser's Confidential Information (provided the Recipient has evidence in writing that the information falls within this exception); or

7.5.3   already known by the Recipient independently of its involvement in this Agreement or its interaction with the Discloser and free of any obligation of confidence.

7.6   If a Recipient is required by applicable law to disclose any Confidential Information of the Discloser to a third person, the Recipient must:

7.6.1   before doing so:

(A)   notify the Discloser; and

(B)   give the Discloser a reasonable opportunity to take any steps that the Discloser considers necessary to protect the confidentiality of that information; and

7.6.2   notify the third person that the information is confidential to the Discloser.

7.7   For the purposes of this Clause 7:

7.7.1 "**Discloser**" means a Party that discloses or makes available Confidential Information to the Recipient;

7.7.2 "**Recipient**" means a Party that obtains or is provided with Confidential Information of the Discloser; and

7.7.3 "**Confidential Information**" means:

(a) information (regardless of the form of disclosure or the medium used to store it) and whether disclosed before or after the Effective Date:

(i) that is by its nature confidential;

(ii) that is treated by the Discloser as confidential; or

(iii) that the Recipient knows, or should know, is confidential;

(b) all copies of information, notes, reports and other records Lative prepares based on or incorporating information that paragraph (a) refers to; and

(c) the existence and content of this Agreement.

8 Warranties and Disclaimers

8.1 **Limited Warranty**. Lative warrants to Customer that the Lative Services will operate in substantial conformity with the applicable Documentation and Lative will not materially decrease the functionality or overall security of the Lative Services during the applicable Subscription Term (the "**Performance Warranty**").

8.2 **Limited Warranty Remedy.** If Lative breaches the Performance Warranty, and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Lative will use reasonable efforts to correct the breach or non-conformity. If Lative, acting reasonably, determines such remedy to be impracticable or Customer would otherwise be entitled to terminate the Agreement under Clause 13.1, either Party may terminate the affected Service Order. Lative will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

9 Data Protection

9.1 The Parties in the performance of this Agreement shall:

9.1.1 comply with any applicable Data Protection Laws; and

9.1.2 not do, or omit to do, anything that would cause the other Party to violate any applicable Data Protection Laws.

9.2 Lative shall, in the performance of its obligations under this Agreement and the provision of the Lative Services, process personal data in accordance with the Data Processing Agreement at Schedule Three.

10 Indemnification

10.1 **Indemnity by Lative**. Lative will defend Customer against any actual or threatened claim, demand, suit, or proceeding ("**Infringement Claim**") made or brought against Customer by a third party alleging that the use of the Lative Services as permitted under this Agreement infringes or misappropriates an Irish or European Union patent, trade mark, copyright or trade secret or other intellectual property rights and will indemnify Customer for any damages or costs finally awarded against the Customer (including reasonable legal fees) or agree in settlement by Lative resulting from the Infringement Claim, provided that: (a) Lative is given prompt notice of any such claim; (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Lative in the defence and settlement of such claim, at Lative's expense; and (c) Lative is given sole authority to defend or settle the claim, provided that Lative may not settle any claim without the Customer's prior written consent (which shall not be unreasonably withheld) if settlement would require the Customer to admit fault or take or refrain from taking any action.

10.2 If the use of the Lative Services by Customer has become, or in Lative's opinion is likely to become, the subject of any Infringement Claim, Lative may at its option and expense (i) procure for Customer the right to continue using and receiving the Lative Services as set forth hereunder; (ii) replace or modify the Lative Services so that they become non-infringing (with comparable functionality); or (iii) if the options in Clauses (i) or (ii) are not reasonably practicable, terminate this Agreement within 15 day's notice in writing and provide a pro rata refund of any prepaid fees for Lative Services.

10.3 Lative will have no liability or obligation with respect to any Infringement Claim if such Infringement Claim is caused in whole or in

part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the Lative Services by Customer not in accordance with this Agreement; (C) modification of the Lative Service by the Customer or any third party without Lative's express written consent; (D) Customer Content; or (E) the combination, operation or use of the Lative Services with other applications, portions of applications, product(s) or Lative Services where the Lative Services would not by themselves be infringing (Clauses (A) through (E), "**Excluded Claims**")

10.4 This Clause 10 states the Customer's sole and exclusive rights and remedies, and Lative's (including Lative's employees', agents' and sub-contractors') entire obligations and liability arising from an Infringement Claim.

10.5 **Indemnification by Customer.** Customer will defend and hold Lative and its Affiliates harmless against any actual or threatened claim, loss, liability, proceeding, or enforcement action arising out of or relating to (i) a breach of the Customer's obligations at under Clause 4 of the Agreement and (ii) Excluded Claims, ((i) and (ii) collectively being a "Claim") and will indemnify Lative for any damages or costs finally awarded against the Customer (including reasonable legal fees) or agree in settlement by Lative resulting from the Claim; provided that (a) the Customer is given prompt notice of any such claim; (b) Lative does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Customer the defence and settlement of such claim, at Customer's expense; and (c) Customer is given sole authority to defend or settle the claim, provided that the Customer may not settle any claim without Lative's prior written consent (which shall not be unreasonably withheld) if settlement would require Lative to admit fault or take or refrain from taking any action.

11 **Limitation of Liability**

11.1 The limitations and exclusions in this Agreement apply to every loss arising under or in connection with this Agreement whether in contract, tort (including negligence), under statute, or under any other cause of action.

11.2 Except as expressly and specifically provided in this Agreement::

11.2.1 the Customer assumes sole responsibility for results obtained from the use of the Lative Services and the Documentation by the Customer, and for conclusions drawn from such use. Lative shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Lative by the Customer in connection with the Lative Services, or any actions taken by Lative at the Customer's direction;

11.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

11.2.3 the Lative Services and the Documentation are provided to the Customer on an "as is" and "as available" basis.

11.3 Nothing in this Agreement limits or excludes:

11.3.1 a Party's liability or fraud or fraudulent misrepresentation;

11.3.2 the Customer's liability for any infringement of Lative's intellectual property rights;

11.3.3 [the Customer's liability to pay amounts under its indemnification obligations under Clause 10;]

11.3.4 a Party's liability for any breach of confidentiality under Clause 7;

11.3.5 a Party's liability for any breach of Clause 9;

11.3.6 the Customer's liability to pay the Subscription Fees; or

11.3.7 a Party's liability for any matter for which it would be unlawful for that Party to limit or exclude its liability.

11.4 Subject to Clause 11.3, Lative is not liable under or in connection with this Agreement for:

11.4.1 any loss of profit, sales, revenue, business, agreements or contracts, anticipated savings, wasted management or other staff time, loss of use or corruption of software, data or information, loss of goodwill, loss of or damage to the Customer's reputation, or similar loss; and

11.4.2 any indirect or consequential loss, costs, damages, charges or expenses,

in each case whether or not reasonably foreseeable and even if advised of its possibility.

11.5 Subject to Clauses 11.3 and 11.4, the total aggregate liability of the Parties (including any liability for the acts and omissions of its personnel) for all loss under or in connection with the performance or contemplated performance of this Agreement is limited to the value of the total Subscription Fees paid or payable to Lative by the Customer for the Lative Services giving rise to the liability during the 12 months immediately preceding the date on which the claim arose.

12 **Trial and Beta Lative Services**

Trial and Beta Lative Services. From time to time, Customer may have the option to use alpha or beta Lative Services, products, features or documentation offered by Lative free of charge for testing purposes ("**Beta Lative Services**") or for Customer's product evaluation purposes ("**Trial Purposes**") (Beta Lative Services and Trial Lative Services, together "**Free Lative Services**"). Any use of the Free Lative Services is at Customer's sole risk. The Free Lative Services are provided "as is" and without warranty of any kind. **NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EXCEPT TO THE EXTENT EXPRESSLY SPECIFIED IN A SERVICE ORDER, LATIVE PROVIDES NO WARRANTY, INDEMNITY, SERVICE LEVEL AGREEMENT OR SUPPORT FOR FREE LATIVE SERVICES AND ITS LIABILITY FOR FREE LATIVE SERVICES WILL NOT EXCEED ONE HUNDRED EUROS**. For clarity, Customer is under no obligation to use any Free Lative Services, and any such use by Customer will remain at Customer's sole discretion.

13 **Termination and Effects of Termination**

13.1 **Term**. The term of this Agreement will commence on the Commencement Date for the period as set out in the applicable Service Order (the "**Initial Subscription Term**"). Unless terminated earlier in accordance with Clause 8.2, 10.2 or 13.2, this Agreement shall continue for the Initial Subscription Term and shall automatically extend for periods of 12 months (each "**Renewal Period**") at the end of the Initial Subscription Term and at the end of each subsequent Renewal Period (the Initial Subscription Term together with the Renewal Period, the "**Subscription Term**"). Either Party may give written notice to the other Party, not later than 30 days before the end of the Initial Subscription Term or the relevant Renewal Period, to terminate this Agreement at the end of the Initial Subscription Term or the relevant Renewal Period, as the case may be.

13.2 **Termination**. Either Party may terminate this Agreement upon written notice to the other party in the event:

13.2.1 the other Party commits a material breach of this Agreement and either that breach is incapable of remedy or it fails to remedy that breach within 30 days of receiving a notice specifying the breach and requiring it to be remedied; and

13.2.2 the other Party is the subject of or suffers an Insolvency Event.

13.3 Effects of Termination. On termination of this Agreement, for any reason:

13.3.1 all licences granted under this agreement shall terminate and the Customer shall cease all use of the Lative Services and/or the Documentation immediately;

13.3.2 Lative shall make no further use of the Customer Content; and

13.3.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14 **General**

14.1 **Export Compliance**. Each Party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Lative Services.

14.2 **Publicity**. The Customer agrees that Lative may publish and display the name and logo of the Customer on Lative's website and thereby identifying the Customer as a customer of Lative, provided that Customer can notify Lative in writing of if its withdrawal of its consent under this Clause 14.2 at any time.

14.3 **Assignment; Delegation**. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Nevertheless, Customer agrees that Lative may have any of its obligations performed through an Affiliate of Lative, provided that Lative will remain responsible for its obligations hereunder and will be liable for such Affiliate's performance hereunder as if it were Lative performing.

14.4 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 **Relationship**. Nothing in this agreement is intended to or shall operate to create any

association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

14.6 **Unenforceability**. If a court of competent jurisdiction determines that any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

14.7 **Governing Law**. **Exclusive Jurisdiction**. This Agreement will be governed by the laws of the Ireland. The existence, formation, interpretation, operation and termination of the Agreement and all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter is governed by and interpreted in accordance with the laws of Ireland. The Parties irrevocably and unconditionally agree that the courts of Ireland have exclusive jurisdiction to settle all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter.

14.8 **Notices**. Any notice required or permitted to be given hereunder will be given in writing by personal delivery or registered post. Notices to Customer must be sent to the email or other address set forth in the applicable Service Order. Notices to Lative must be sent to the following address: Lative Limited, Rockfalls House, Kindlestown Upper, Delgany, Co. Wicklow, A63 RP04, Ireland.

14.9 **Entire Agreement**. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

14.10 **Order of Precedence**. To the extent To the extent of any inconsistency or conflict between any terms of the documents listed below, the following order of precedence applies:

14.10.1 the Service Order;

14.10.2 these Terms of Service;

14.10.3 the Schedules.

14.11 **Force Majeure**. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy (except such incidents concerning only the relevant Party's personnel), civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

14.12 **Interpretation**. For purposes hereof, "including" means "including, but not limited to". All dates and times set forth in this Agreement, any Service Order or any related document are in relation to Greenwich Mean Time (GMT), unless otherwise specified. In case that a translation of the Agreement, its Appendixes or the Service Order is provided, the translation is made only out of courtesy and the English version shall always prevail.

14.13 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

Schedule One

Acceptable Use Policy

This Acceptable Use Policy ("**AUP**") describes actions that Lative prohibits when Customer uses and accesses the Lative Services. Customer agrees not to use, and not to encourage or allow any other person or entity to use, the Lative Services in prohibited manners, including but not limited to the following:

1   Transmitting any material that infringes the intellectual property rights or other rights of third parties, including but not limited to trademarks, copyrights or rights of publicity or otherwise violating, infringing or misappropriating the rights of any third party.

2   Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs or code.

3   Engaging in activities or transmitting through the Lative Services any information that is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.

4   Adversely impacting the availability, reliability or stability of any Lative Services.

5   Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any Lative Services or on any third party.

6   Attempting to bypass or break any security mechanism on any of the Lative Services or using the Lative Services in any other manner that poses a security or service risk to Lative, to any user of the Lative Services, to any of our respective customers or to their customers.

7   Testing or reverse-engineering the Lative Services in order to find limitations, Vulnerabilities or evade filtering capabilities.

8   Using the Lative Services in any manner that may subject Lative or any third-party to liability, damages or danger.

9   Using the Lative Services in any manner that violates any applicable third party policies or requirements that Lative has communicated to Customer.

10   Using the Lative Services to engage in or in connection with fraudulent activity.Using your account to engage in fraudulent activity with respect to third parties.

11   Promoting or engaging in illegal activities.

12   Harvesting or otherwise collecting information about others without their express consent.

13   Interfering with or disrupting networks connected to the Lative Services or violating the regulations, policies or procedures of such networks.

14   Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including laws and regulations. Registering with the Lative Services with an email of a throw-away email address provider or any other publicly accessible email address.

15   Using the Lative Services, or a component of the Lative Services, in a manner not authorized by Lative.

16   Using the Lative Services to transmit or store personally identifiable information (PII) (excluding the provision of account information to Lative for the purpose of your receipt of the Lative Services).

17   Creating a Lative account for the purpose of competitive evaluation or research.

18   Revealing your account password to others or allowing use of your account by others.

19   Failing to make a reasonable effort to protect your passwords and to secure resources against unauthorized use or access. You must configure hardware and software in a way that reasonably prevents unauthorized users from accessing your account.

This list of prohibited uses is provided by way of example and should not be considered exhaustive. All determinations related to violations of this Acceptable Use Policy will be made by Lative in its sole discretion.

We reserve the right to change this Acceptable Use Policy from time to time without notice by posting changes to Lative's website.

Schedule Two

Support and Service Level Agreement

Definitions

Terms not defined herein will have the meanings ascribed to them in the relevant agreement for the Lative Services entered into between the Parties (the "Agreement") that incorporates this Service Level Agreement by reference or related Service Order. In addition, the following terms, when used in this Service Level Agreement will have the following meanings:

"**SLA Plan**" means the level of availability and support Lative Services that Customer selects in the Service Order (Gold, Silver or Bronze).

1   **Service Availability and Performance.**

1.1   **Service Components**. Lative provides this Service Level Agreement during the Subscription Term as measured by automated performance tests on each of the "**Service Components**" set forth below:

1.2   **Service Component Availability**. The "Service Component Availability" shall be calculated as the number of Downtime Hours of the specific **service**, divided by the corresponding total number of hours in that calendar month; provided that service issues or outages relating to any Exclusions (as defined below) shall not be included in the calculation. Lative will report Downtime Hours and upon request of Customer will make the number, the times and the affected Service Component available.

1.3   **Scheduled Maintenance**. "Scheduled Maintenance" means maintenance that is announced on http://status.Lative.com at least three (3) business days in advance, during which any or all of the Service Components are unavailable to Customer's Account. Scheduled Maintenance shall not exceed four (4) hours in a calendar month. Lative will use commercially reasonable efforts to schedule Scheduled Maintenance for off-peak hours and to avoid any Scheduled Maintenance causing unavailability of the Service Components

2   **Support**

2.1   **Language**. Lative will provide the Support Lative Services Customer as below. Support is **provided** in English as the sole language.

2.2   **Ticket Submission**. Customer's Registered Users may submit a ticket (a "**Support Ticket**") that **shall** contain a detailed description of the issue to Lative as follows:

2.2.1 Multiple Support Tickets submitted related to substantially the same occurrence or subject matter shall be deemed a single Support Ticket. Lative will respond to each Support Ticket in accordance with this Service Level Agreement and will use commercially reasonable efforts to promptly resolve each Support Ticket. Actual resolution time will depend on the nature of the Support Ticket and the resolution itself. A resolution may consist of a fix, workaround, new feature request, delivery of information or other commercially reasonable solution of the issue. Lative may, from time to time, develop additional methods for Customer to submit a Support Ticket and will make information regarding such methods available to the Customer

2.3   **Scope of Support**. Support covers (i) development and production issues for the Lative Service Components; (ii) informational and implementation questions about the Lative Service and its features; and (iii) troubleshooting operational problems with the Lative Service **Components**. Support does not include issues resulting from the Exclusions or code development, debugging or fixing of Customer's or third party's software that interacts with the Lative Service Components. Lative may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Lative's support obligations

2.4   **Lative Support Commitment**. Lative will respond to Support Tickets based on the Response Times below. "Response Time" means the period of time in which Lative responds to Customer, within the Business Hours, after submission of a Support Ticket "Business Day" shall be defined as every day from Monday through Friday, however, excluding any holidays in the State of Berlin. "Business Hours" shall be defined as the time on each Business Day between 9am to 5pm (Irish Time). The Response Time to a Support Ticket depends on the Severity Level Determination and the SLA Plan

selected by the Customer and specified in the Service Order.

SLA Plan

Severity Level 1 (Critical):

Severity Level 2 (High):

Severity Level 3 (Low):

Response Times

Gold 2 hours (Critical) 4 hours (High) 8 hours (Low)

Silver 4 hours (Critical) 8 hours (High) 16 hours (Low)

Bronze 8 hours (Critical) 16 hours (High) Next business day (Low)

2.5 **Customer Support Commitment**. Lative's provision of Support is subject to Customer providing support and assistance to Lative as follows based on the Severity Level of the Support Ticket: Severity Level Customer Support Commitment

2.5.1 **Severity 1** - Critical Customer's technical team or technical personnel shall remain accessible available via phone or chat from the time Support Ticket is submitted until issue is resolved

2.5.2 **Severity 2** - High Customer's technical team or technical personnel shall respond to Lative's requests for additional information and shall implement recommended solution in a timely manner.

2.6 Lative is not responsible for any delays, failures, deficiencies or non-conformities with regards to Support if such delays, failures, deficiencies or non-**conformities** are due to a delay or failure by Customer to fully comply with their obligations set forth above. Agreed deadlines (if any) will be automatically extended by the amount of time during which Customer is not in full compliance with these obligations.

Schedule 3

Data Processing Addendum

This Data Processing Addendum ("**DPA**") is effective as of the date of as indicated in the Service Order and is incorporated into the agreement between the Customer and Lative Limited ("**Lative**") for the provision of the Lative Services (the "**Agreement**").

In the course of providing the Lative Services under the Agreement, Lative may process certain Personal Data on behalf of Customer and where Lative processes such Personal Data the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

Capitalised terms used in this DPA but not defined shall have the meaning attributed to them in the Agreement, or as otherwise set out in Clause 4.1 below.

1 **How to Execute this DPA**

1.1 To complete this DPA, Customer must:

1.1.1 Where applicable, submit the completed DPA, without changes to any terms, to Lative via email at info@lative.io

1.1.2 Upon signing the Service, the DPA becomes legally binding on both Lative and Customer. This DPA may be amended by written agreement of the parties.

2 **How this DPA Applies**

2.1 This DPA supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between the Customer and Lative, whether written or verbal, regarding the subject matter of this DPA.

2.2 This DPA is an amendment to and is incorporated into the Agreement between Customer and Lative. Except for changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is a conflict between any provision in this DPA and any provision in the Agreement, this DPA controls and takes precedence. This DPA is a part of the Agreement for the purposes of the entire agreement Clause set out in the Agreement.

2.3 The parties have entered into this DPA in consideration of their respective rights and obligations under the Agreement and this DPA and other good and valuable consideration (the receipt and sufficiency of which both Customer and Lative acknowledge and confirm).

3 **Data Processing Terms**

3.1 **Scope.** This DPA applies to the processing of Personal Data by Lative. Customer agrees that Lative is not responsible for Personal Data that Customer has elected to process through third party service providers or outside of Lative's (and Lative's subprocessors' systems), other third-party cloud Lative Services, offline or on-premises storage.

3.2 **Roles.** The parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the controller and Lative is the processor. Customer shall, in its use of the Lative Services and provision of instructions to Lative, process Personal Data in accordance with applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, including where it does so through the Lative Services.

3.3 **Details of Data Processing.** The subject matter of the data processing under this DPA is the processing of Personal Data (i) under the Agreement; (ii) initiated by Customer in its use of the Lative Services; and (iii) to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement. The duration of the data processing shall be for the duration of the provision of the Lative Services to Customer. The nature and purpose of the data processing, the types of personal data and the categories of data subjects are set out in Appendix 1 of this DPA.

3.4 **Customer Instructions.** Customer instructs Lative to collect, analyse, store, present and otherwise process Personal Data to provide the Lative Services to the Customer (to comply with the instructions given, in accordance with the Agreement, by the Customer through the Lative Services. As Customer's processor, Lative will process Personal Data only in accordance with Customer's instructions, as necessary to maintain

or provide or improve the Lative Services or as necessary to comply with the applicable law or binding order of a governmental, law enforcement or regulatory body. Customer is responsible for reviewing the information available from us relating to data security pursuant to the Agreement and making an independent determination as to whether the Lative Services meet your requirements and legal obligations as well as your obligations under this DPA. The parties agree that the Agreement and this DPA is Customer's complete and final documented instruction to Lative in relation to Personal Data. Any additional or alternative instructions require prior written agreement between Lative and the Customer. Customer is solely responsible for and shall ensure that its use of the Lative Services and instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the processing of Personal Data in accordance with Customer's instructions will not cause Lative or Customer to be in breach of Data Protection Laws.

3.5   **Subprocessing.**

3.5.1   **Authorized Subprocessors.** Lative may use those sub-processors as detailed at Appendix 2.

3.5.2   **Appointment of Subprocessors**. Customer agrees that (a) Lative's Affiliates may be retained as subprocessors and (b) Lative and Lative's subprocessors, respectively, may engage third-party subprocessors in connection with the provision of the Lative Services. As a condition to permitting a third-party subprocessor to process Personal Data, Lative or its subprocessor will enter into a written agreement with each subprocessor containing data protection obligations that provide at least the same level of data protection in all material respects for Personal Data as those in this DPA, to the extent applicable to the nature of the Lative Services provided by such subprocessor.

3.5.3   **Right to Object.** Customer may reasonably object to Lative's replacement of a subprocessor or use of a new subprocessor by notifying Lative promptly in writing within ten (10) business days after issue by Lative of notice in accordance with the mechanism set out in Clause 3.5(1). The Customer shall explain in such

notice the reasonable grounds for the objection, which must relate to compliance with applicable Data Protection Laws. In the event Customer reasonably objects to the replacement or use of a new subprocessor, as permitted in the preceding sentence, Lative will use reasonable efforts to make available to Customer a change in the Lative Services or recommend a commercially reasonable change to Customer's configuration or use of the Lative Services to avoid processing of Personal Data by the objected-to new subprocessor. If Lative does not or is unable to make available such change within a reasonable period of time, Customer may terminate the applicable Lative Services which cannot be provided by Lative without the use of the objected-to new subprocessor, by providing written notice to Lative.

3.5.4   **Liability.** Where any such subprocessor fails to fulfil its data protection obligations, Lative shall remain fully liable to Customer for the performance of that subprocessor's data protection obligations to the same extent that Lative would be liable under the Agreement if the act or omission was Lative's own, but not to a greater extent than that.

3.6   **Confidentiality of Personal Data.** Lative will not disclose Personal Data to any government authority unless instructed by Customer, or as necessary to comply with applicable laws or a valid and binding order of a law enforcement or other government authority (such as a subpoena or court order). If a law enforcement or other government authority sends Lative a demand for Personal Data within Lative's possession, Lative will attempt to redirect the law enforcement or other government authority to request that data directly from Customer. As part of this effort, Lative may provide Customer's basic contact information to the law enforcement or other government authority. If compelled to disclose Personal Data to a law enforcement or other government authority, then Lative will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Lative is legally prohibited under applicable law from doing so.

3.7   **Confidentiality Obligations of Lative Personnel.** Lative shall ensure that persons that it authorizes to process Personal Data (including its staff,

agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship.

3.8 **Security of Data Processing.** Lative shall implement and maintain technical and organizational measures for the protection of the security, confidentiality and integrity of Personal Data, including protection against unauthorized or unlawful processing, accidental or unlawful destruction, loss or alteration or damage, and unauthorized disclosure or access, in accordance with the Lative Security Standards and including, as appropriate:

3.8.1 the pseudonymisation and encryption of Customer Data;

3.8.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and Lative Services;

3.8.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

3.8.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Lative will not materially decrease the overall security of the Lative Services during an Agreement term.

3.9 **Security Breach Notifications.** If Lative becomes aware of a Security Incident for which notification to Customer is required under applicable Data Protection Laws, Lative will, without undue delay: (a)notify Customer of the Security Incident:

3.9.1 **Lative Assistance.** To assist Customer in relation to any Security Incident notifications Customer is required to make under applicable Data Protection Laws, Lative will include in the notification under Clause 3.9(a) such information about the Security Incident as Lative is reasonably able to disclose to Customer, taking into account the nature of the Lative Services, the information available to Lative, and any restrictions on disclosing the information, such as confidentiality.

3.9.2 **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Lative selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information and secure transmission at all times.

3.9.3 **Unsuccessful Security Incidents**. Customer agrees that an unsuccessful Security Incident will not be subject to this Clause 3.9. An unsuccessful security incident is one that results in no unauthorized access to Personal Data or to any of Lative's equipment or facilities storing Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

3.9.4 **No Admission of Liability.** Lative's obligation to report or respond to a Security Incident under this Clause is not and will not be construed as an acknowledgement by Lative of any fault or liability of Lative with respect to the Security Incident.

Despite the foregoing, Lative's obligations under this Clause do not apply to Security Incidents that are caused by Customer, any activity on Customer's Account and/or third party service providers.

3.10 **Certifications and Audits.**

3.10.1 **Lative Security Program.** Lative shall maintain an information security program for the Lative Services that aligns with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Information Security Management Standard (ISMS) family of standards (ISO/IEC 27000 standard series) or such other alternative standards as are substantially equivalent to these standards for the establishment, implementation, control, and improvement of the Lative Security Standards.

3.10.2 **Lative Audits.** Lative uses external auditors to verify the adequacy of its security measures from which Lative provides the Lative Services. Such audit: (a) will be performed by independent third party security

professionals at Lative's selection and expense; and (b) will result in the generation of an audit report ("**Report**"), which will be Lative's Confidential Information.

3.10.3 **Audit Reports.** At Customer's written request no more than once annually, Lative shall make available to Customer, an independent, third-party auditor mutually agreeable to both parties, a copy of the confidential Report. If Customer's Agreement does not include a provision protecting Lative Confidential Information, then Reports will be made available to Customer subject to a non-disclosure agreement ("**NDA**") covering the Report. The Report will constitute Lative's Confidential Information under the confidentiality provisions of the Agreement or the NDA, as applicable, and Customer shall ensure the Report is maintained in strict confidence by it and any permitted auditor.

3.10.4 **Customer Audits.** Customer agrees to exercise any right it may have to conduct an audit or inspection, by instructing Lative to carry out the audit described in Clause 3.10(2).

3.11 **Data Subject Rights.** Taking into account the nature of the processing and to the extent Customer cannot respond to Data Subject requests through functionality made available via the Lative Services, Lative shall, as a non-standard service, provide upon Customer's reasonable request commercially reasonable assistance, including by providing appropriate technical and organizational measures, insofar as possible and insofar as Lative is legally permitted to do so and such assistance is required under applicable Data Protection Laws, to enable Customer to respond to any request from a Data Subject seeking to exercise his or her rights under applicable Data Protection Laws, including rights of access, correction, restriction, objection, erasure or data portability, as applicable.

3.12 **Data Protection Impact Assessments.** Upon Customer's reasonable written request, Lative shall, taking into account the nature of the processing, provide Customer, as a non-standard service[1], with commercially reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR

to carry out a data protection impact assessment related to Customer's use of the Lative Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Lative. Lative shall, taking into account the nature of the processing and the information available to Lative, provide, as a non-standard service, commercially reasonable assistance to Customer in the cooperation or prior consultation with a supervisory authority, to the extent required under the GDPR.

3.13 **International transfers**. Lative shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

3.13.1 the Customer or the Lative has provided appropriate safeguards in relation to the transfer;

3.13.2 the data subject has enforceable rights and effective legal remedies;

3.13.3 Lative complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

3.13.4 the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

3.14 **Termination.** This DPA shall continue in force until the termination of the Agreement (the "**Termination Date**").

3.15 **Return or Deletion of Personal Data.** Upon termination of the Lative Services for which Lative is processing Personal Data, Lative shall, upon Customer's written request received by Lative within 30 days of termination of the Service, and subject to the limitations described in the Agreement and the Lative Security Standards, return or delete all Personal Data and copies of such data in its custody or control, unless and only to the extent applicable law prevents it from doing so. If Lative must retain Personal Data for legal reasons, Lative will only actively process such Personal Data after such date in order to comply with the laws it is subject to. Customer further understands and agrees that the only Personal Data Lative can delete or return is the Customer's Personal Data

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[1] As above.

it holds within its own or its subprocessors' systems at the time of return or deletion, and does not include Personal Data held by third party service providers or processed by Lative for other customers.

3.16 **Limitations of Liability**. The liability of each party under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. Lative's liability to Customer for breach of this DPA) is limited in accordance with the Agreement. Lative is liable for the acts and omissions of its subprocessors to the same extent that Lative would be liable under the Agreement if the act or omission was Lative's own, but not to a greater extent than that. Customer agrees that any regulatory penalties incurred by Lative in relation to Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA and applicable Data Protection Laws shall count towards and reduce Lative's liability under the Agreement as if it were liability to the Customer under the Agreement.

3.17 **Governing Law.** The parties agree that this DPA shall be governed by, and construed in accordance with, the laws of Ireland.

3.18 **Miscellaneous.** Customer is responsible for any costs and expenses arising from Lative's compliance with instructions or requests of the Customer pursuant to this DPA which fall outside the standard functionality or Lative Services made available online by Lative to its customers generally through the Lative Services.

4 **Definitions**

4.1 In this DPA, the following terms have the meaning given to them below:

4.1.1 The terms "**controller**", "**data subject**", "**personal data**", "**process**", "**processor**" and "**supervisory authority**" have the meaning given to them in the GDPR. The term "**subprocessor**" means a processor engaged by Lative or any of its subprocessors in connection with the processing of Personal Data.

4.1.2 "**Affiliate**" means any person who directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, Lative. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of the person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

4.1.3 "**Customer**" means the legal entity that entered into the Agreement with Lative and which same legal entity is more particularly identified in the execution block on page 9 of this DPA.

4.1.4 "**Data Protection Laws**" means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland, applicable to the Processing of Personal Data under the Agreement, including the GDPR.

4.1.5 "**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

4.1.6 "**Lative Security Standards**" means the technical and organisational security measures set out at Appendix 3, as updated from time to time.

4.1.7 "**Personal Data**" means any personal data and other data and information processed by Lative pursuant to its performance of the Lative Services.

4.1.8 "**Security Incident**" means a breach of security of the Lative Security Standards leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data.

4.1.9 "**Lative Services**" has the same meaning as attributed to it in the Agreement

Appendix 1

Details of the Processing Activities

Subject Matter	The subject matter of the processing is the provision of the Lative Services and performance of Lative's other obligations under the Agreement and DPA.
Types of Personal data	The types of personal data processed by Lative may include the following: ● Name, Surname and work email address
Categories of data subjects	The categories of personal data processed by Lative may include the following: ● Opportunity object data
Special categories of data	The special categories of personal data processed by Lative may include the following: ● All special categories of personal data as defined by Data Protection Laws.
Nature and purpose of processing / processing operations	Lative will process personal data as necessary to perform the Lative Services and its other obligations under the Agreement and DPA and to comply with Customer's instructions.
Duration of Processing	The duration of the processing operations are the term of the Agreement.

Appendix 2 (Sub-Processors)

Amazon Web Services Inc
440 Terry Ave
Seattle, USA
Server Hosting

Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043 USA

Mongo DB
1633 Broadway,
38th Floor New
York, NY 10019
Database provider
Mailjet GmbH Rankestraße 12,
10789 Berlin

Appendix 3

Lative Security Standards

Definitions
Terms not defined herein will have the meanings ascribed to them in the relevant agreement for the Lative Services entered into between the parties.

1 **Risk Management.**
• An annual Information Security risk assessment is performed covering Lative facilities and information assets.
• The risk assessment is conducted using an industry standard methodology to aid in identifying, measuring, and treating known risks.
• Risk assessment results and risk mitigation suggestions are shared with the executive management team.
• The risk assessment results will specify proposed changes to systems, processes, policies, or tools, in order to reduce security vulnerabilities and threats, if any

2. Security Policy.
• Policies, including those related to data privacy, security and acceptable use, are assessed and approved by Lative senior management. Policies are documented and published among all relevant personnel.
• Employees and contracted third parties are required to comply with Lative policies relevant to their scope of work.
• New employees attend new hire training, which includes training modules on confidentiality obligations, information security, compliance, and data protection.
• Employees attend annual Information Security training, which covers Lative Information Security policies and
expectations.
• Where required, policies are supported by associated procedures, standards, and guidelines.
• Information Security policies are updated, as needed, to reflect changes to business objectives or risk.
• Senior management performs an annual review of all Information Security policies.
• Information Security policies are stored, maintained, updated, and published in a centralized location accessible to employees and third parties.
• Lative's employee handbook contains Clauses on password requirements, Internet usage, computer security, confidentiality, social media, customer data protection, and Company data protection

3. Organization of Information Security.
• Information Security governance and data protection compliance for the Company are the responsibility of Lative's Chief Executive Officer.
• Confidentiality and non-disclosure agreements are required when sharing sensitive, proprietary personal or otherwise confidential information between Lative and a third-party

4. Asset Management.
• Lative desktops and laptops utilize encrypted storage partitions.
• Lative maintains a data and media management policy that covers the disposal of electronic assets and associated media.

5. Human Resources Information Security.
• Security roles and responsibilities for employees are defined and documented.
• Lative performs reasonable background screening of applicants, including job history and references (each subject to local laws).
• Lative requires all new employees to sign employee agreements, which include comprehensive non-disclosure and confidentiality commitments.
• Lative maintains a formal information security awareness and training program that includes new hire training and annual developer secure code training.
• Information Security awareness is enhanced through regular communications using Lative's internal social media tool and company-wide emails, as necessary.
• The organization maintains attendance records for formal security awareness training sessions.
• Employees with responsibility for Information Security participate in additional training on security protection
techniques, risks, and latest trends.
• The Human Resources department notifies Information Technology and Operations Teams of changes in
employment status and employment termination.
• Lative maintains a documented procedure for changes in employment status and employment termination (including notification, access modification, and asset collection). New third-party service providers whose services involve access to any confidential information must agree contractually to data privacy and security commitments commensurate with their access and handling of confidential information

6. Physical and Environmental Security.
• Physical security controls in all data centers utilized by Lative, in providing the service, include protection of
facility perimeters using various access control measures (including supervised entry, 24/7/365 on premise security teams, CCTV systems).
• Access to data centers is limited to authorized employees or contractors only.
• Controls are in place to protect against environmental hazards at all data centers
• All data center facilities have successfully been attested to SSAE 16 SOC 2 type 2, ISO 27001, or similar requirements.
• Lative office space is secured from visitor access except for areas staffed by reception or security personnel.

7. Communications and Operations Management.
• The operation of systems and applications that support the Lative Services are subject to documented operating procedures.
• The operations team maintains hardened standard

server configurations. Systems are deployed and configured in a uniform manner using configuration management systems.
• Lative maintains change control programs for development, operations, and Information Technology teams.
• Separate environments are maintained to allow for the testing of changes.
• The organization maintains documented backup procedures. Full backups are performed daily for all production databases. Customer Content backups are transferred to an offsite location and stored encrypted for at least 30 days.
• All systems and network devices are synchronized to a reliable/ and accurate time source via the "Network Time Protocol" (NTP)
• All servers are configured to log authorized access, privileged operations (administrator actions), and unauthorized access attempts. All servers are logging executed commands via the sudo utility.
• Log files are transmitted to and stored in a separate log server to protect against modification or loss.
• All event-alerting tools escalate into pager notifications for the 24x7 incident response teams, providing Operations, Network Engineering, and the Security teams, as needed.

8. Access Controls.
• Lative maintains an access control policy that outlines requirements for the use of user IDs and passwords.
• The organization publishes and maintains a password management standard. This standard enforces a minimum length of 8 characters and special characters.
• Generic accounts are prohibited for user access. Access to the "root" account is restricted to Operations personnel deemed necessary.
• All access to the back-end servers and network infrastructure requires authentication based on individual SSH key pairs.
• All access controls are based on "least privilege" and "need to know" principles.
• Upon notice of termination of Lative personnel, all user access is removed. All critical system access is removed immediately upon notification.

9. Information Systems Acquisition, Development, and Maintenance

Product features are managed through a formalized product management process. Security requirements are discussed and formulated during scoping and design discussions.
• Lative maintains engineering resources whose primary responsibility is identifying and remediating bugs found in the Lative Service.
• Source code repositories are scanned regularly by a static analysis / code quality tool. Any security issues are validated, risk ranked, and placed in a dedicated bug tracking system for remediation.

• Lative also communicates application security vulnerabilities and mitigation approaches during regular brown
bag meetings.

• Lative utilizes framework security controls to limit exposure to common application security risks, including
cross-site scripting (XSS), cross-site request forgery (CSRF), and SQL injection (SQLi).
• Lative maintains QA resources dedicated to reviewing and testing application functionality and stability.
• Lative performs recurring and scheduled security audits
• Lative maintains a "Responsible Disclosure Policy" that provides an avenue for security researchers to submit
vulnerabilities to the Information Security group for remediation.
• Application source code is stored in a central repository. Access to source code is limited to authorized individuals.
• Changes to Lative software are tested before production deployment. Deployment processes include unit testing at the source environment, as well as integration and functional testing within a test environment prior to implementation in production.
• Lative follows change control procedures for all system and software configuration changes. These controls include, at a minimum, a documented impact for each change, change review, testing of operational functionality, and back-out procedures.
• Customer Content is not used in testing environments.
• Emergency fixes are pushed to production, as needed. Change management is retrospectively performed.
• Customer Content is stored in a shared database environment with other customers. Account identifiers are
used to distinguish data for different customers. Application security controls limit a Customer being able to access another Customer's data or content.

10. Information Security Incident Management.
• Lative maintains an incident response process that includes direct participation and cooperation between support, security, and operations teams.
• The Lative incident response process includes notification, escalation, and reporting. When required, Customer notification is initiated through the Lative status page, Twitter notifications, Lative initiated reporting tickets, or direct email/phone communication to account contacts.
• Internally, Lative maintains an incident response plan that is tested on a regular basis. The plan addresses specific incident response procedures, data backup procedures, roles and responsibilities, customer communication, contact strategies, and legal and shareholder information flow.

• The incident response plan is tested on a regular basis, at least annually.
• Lative has relationships with third-party vendors to assist with forensics and investigations, as necessary.