

## MASTER SUBSCRIPTION AGREEMENT

Customer Full Legal Name	
Customer Registered Address	

This Master Subscription Agreement ("**Agreement**") is between **Datalive Limited TA Allsorter**, a limited liability company having its registered office at Westmoreland House, Westmoreland Park Ranelagh, Dublin 6, Dublin, Ireland ("**Allsorter**") and the party named above. This Agreement is effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Best Industry Practice**" means in relation to any undertaking and any circumstances, the highest degree of professionalism, skill, diligence, prudence and foresight which would be reasonably and ordinarily expected from an internationally recognised and market leading company engaged in the same type of activity under the same or similar circumstances and which is best in class.

"**Customer**" means the customer named above and its Affiliates.

"**Customer Data**" means all electronic data or information submitted by Customer to the Services.

"**Commercial Confidential Data**" means any Customer Data or other information disclosed by the Disclosing Party to the Receiving Party that is not Personal Data but is proprietary or commercially sensitive in nature, the unauthorised disclosure of which could reasonably be expected to result in commercial, competitive or financial harm to the Disclosing Party or any third party to whom the Disclosing Party owes a duty of confidence.

"**Data Controller**" means a natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data, within the meaning of Data Protection Laws and Regulations.

"**Data Processor**" means a natural or legal person, public authority, agency or any other body who processes Personal Data on behalf of the Data Controller.

"**Data Protection Laws and Regulations**" means all applicable legislation relating to data protection and privacy, including the EU GDPR and related applicable data protection and privacy laws of the EEA member states, the UK GDPR and related applicable data protection laws of the United Kingdom, and/or the related applicable data protection laws of the United States, as the case may be, each as amended, repealed, consolidated or replaced from time to time, and any applicable guidance, rules, requirements and directions issued by a data protection authority in respect of such legislation.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-Allsorter Applications**" means online applications and offline software products that are provided by entities or individuals other than Allsorter and are clearly identified as such, and that interoperate with the Services.

**“Order Forms”** means the documents for placing orders hereunder that are entered into between Customer and Allsorter or any of its Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

**“Personal Data”** means Customer Data relating to an identified or identifiable natural person.

**“Services”** means the products and services that are ordered by Customer under any Order Form and made available by Allsorter online via the customer login link at <https://www.allsorter.com> and/or other web pages designated by Allsorter, including associated offline components, as described in the Help Centre. “Services” exclude Non-Allsorter Applications.

**“Subscription Term”** means the period of the Agreement for authorised access and/or use of the Services as set out in the Order Form.

**“Help Centre”** means the online help centre for the Services, accessible via the Customer login link at <https://www.allsorter.com> as well as <https://help-center.allsorter.com/helpcentre>, as updated from time to time.

**“Users”** means individuals who are authorised by Customer to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Customer (or by Allsorter at Customer’s request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts in its business.

## 2. SERVICES

**2.1 Provision of Services.** Allsorter shall make the Services available to Customer pursuant to this Agreement and the applicable Order Forms during each subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Allsorter regarding future functionality or features.

**2.2 Allsorter’s Responsibilities Regarding Customer Data.** To the extent that Customer Data comprises Personal Data, Customer hereby agrees that Allsorter, and each of its Personnel, agents and Subprocessors, are acting as individual Data Processors on behalf of Customer. Allsorter shall, and procures that each of its Personnel, agents and Subprocessors shall, (a) process Customer Data in accordance with this Agreement, Customer’s instructions and applicable Data Protection Laws and Regulations, (b) implement and maintain appropriate organisational, administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data and to protect against unauthorised access to or alteration, disclosure, destruction or loss of Customer Data, (c) not modify Customer Data, (d) not disclose Customer Data except as compelled by law in accordance with the “Confidentiality: Compelled Disclosure” section below or as expressly permitted in writing by Customer, (e) not access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer’s request in connection with customer support matters, and (f) take reasonable steps to ensure that the Allsorter employees providing the Services are under strict confidentiality provisions and are aware of and are suitably trained in any such technical, organisational and security measures.

**2.3 Customer’s Responsibilities Regarding Customer Data.** By submitting Customer Data to the Services, Customer acts as Data Controller under applicable Data Protection Laws and Regulations. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Customer Data and of the means by which it acquired Customer Data, and (ii) ensure that data processing instructions given to Allsorter comply with applicable Data Protection Laws and Regulations.

**2.4 Other Allsorter Responsibilities.** Allsorter shall: (i) provide Allsorter basic support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (ii) use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Allsorter shall give at least 8 hours’ notice via the Services and which Allsorter shall schedule to

the extent practicable during the weekend hours from 4:00 p.m. Saturday to 9:00 p.m. Sunday, Irish Time), or (b) any unavailability caused by circumstances beyond reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Allsorter's employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

- 2.5 Other Customer Responsibilities.** Customer shall (i) be responsible for compliance with this Agreement, (ii) use commercially reasonable endeavours to prevent unauthorised access to or use of the Services and notify Allsorter promptly of any such unauthorised access or use, and (iii) use the Services only in accordance with the Help Centre and applicable laws and government regulations, including without limitation, Data Protection Laws and Regulations. Customer shall not (a) make the Services available to anyone other than User(s) set out in the Order Forms (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in breach of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorised access to the Services or their related systems or networks.

### **3. NON-ALLSORTER PROVIDERS**

- 3.1 Acquisition of Non-Allsorter Products and Services.** Allsorter or third parties may from time to time make available to Customer, third-party products or services, including but not limited to Non-Allsorter Applications and implementation, customisation and other consulting services. Any acquisition by Customer of such non-Allsorter products or services, and any exchange of data between Customer and any non-Allsorter provider, is solely between Customer and the applicable non-Allsorter provider. Allsorter does not warrant or support non-Allsorter products or services, whether or not they are designated by Allsorter as "certified" or otherwise, except as specified in any Order Form. Subject to the "Integration with Non-Allsorter Applications" section below, no purchase of non-Allsorter products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 3.2 Non-Allsorter Applications and Customer Data.** If Customer installs or enables Non-Allsorter Applications for use with Services, Customer acknowledges that Allsorter may allow providers of those Non-Allsorter Applications to access Customer Data as required for the interoperation and support of such Non-Allsorter Applications with the Services. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Allsorter Applications for use with the Services. Customer shall be responsible for entering into contractual arrangements directly with Non-Allsorter Application providers to ensure appropriate protection of and access to Customer Data, and to address responsibility for any disclosure, modification or deletion of Customer Data by the Non-Allsorter Application providers, or any breach of Data Protection Laws and Regulations resulting from Non-Allsorter Application providers' access to Customer Data. Non-Allsorter Application providers shall not be considered subcontractors or sub-Data Processors of Allsorter. Allsorter shall not be responsible for any disclosure, modification, corruption, loss or deletion of Customer Data, or any breach of applicable Data Protection Laws and Regulations, resulting from any access by a Non-Allsorter Application provider to Customer Data through a Non-Allsorter Application installed by Customer.
- 3.3 Integration with Non-Allsorter Applications.** The Services may contain features designed to interoperate with Non-Allsorter Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Non-Allsorter Applications from their providers. If the provider of any such Non-Allsorter Application ceases to make the Non-Allsorter Application available for interoperation with the corresponding Service features on reasonable terms, Allsorter may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

### **4. FEES AND PAYMENT**

- 4.1 Fees.** Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, subject to clause 10.4 and 10.5, (iii) the number of Products purchased cannot be decreased during the relevant subscription term stated on the Order Form and (iv) the Fair Usage Policy of CV/resume imports/uploads per billing period applies to each seat/ licence based on the product(s) purchased, which will not be carried forward into any subsequent billing periods. Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for subscriptions added in the middle of a monthly period will be charged a prorated rate for that remaining monthly period and the monthly periods remaining in the subscription term.
- 4.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Fees for Additional Services as set out in the Order Form shall be invoiced monthly in arrears or as otherwise agreed by parties Unless otherwise stated in the relevant Order Form, fees are due and payable within 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Allsorter and notifying Allsorter of any changes to such information.
- 4.3 Overdue Charges.** If any amounts invoiced hereunder are not received by Allsorter by the due date, then at Allsorter's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date payment is received in full, and/or (b) Allsorter may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 4.4 Suspension of Service.** If any charge owing by Customer is 30 days or more overdue, Allsorter may, without limiting its other rights and remedies and without liability to Customer, suspend Services until such amounts are paid in full, provided that Allsorter has given Customer 10 or more days' prior notice that its account is overdue in accordance with the "Notices" section below.
- 4.5 Payment Disputes.** Allsorter shall not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Allsorter's fees are exclusive of all applicable taxes, levies or duties imposed by taxing authorities, including without limitation, value-added and withholding taxes, and Customer shall be responsible for payment of all such taxes, levies or duties, excluding only taxes based on Allsorter's income.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, Allsorter reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** Save to the extent expressly permitted by applicable law, Customer shall not (i) permit any third party to access the Services except as permitted herein or in any Order Form, (ii) create derivative works based on the Services except as permitted herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Customer Applications and Code.** If Customer, a third party acting on Customer's behalf, or a User creates applications or programme code using the Services, Customer authorises Allsorter to host, copy, transmit, display and adapt such applications and programme code, solely to the extent necessary for Allsorter to provide the Services in accordance with this Agreement. Subject to the above, Allsorter acquires no right, title or interest from Customer or its licensors under this Agreement in or to such applications or programme code, including any intellectual property rights therein.

- 5.4 **Customer Data.** Subject to the limited rights granted by Customer hereunder, Allsorter acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including without limitation, any intellectual property rights therein.
- 5.5 **Suggestions.** Allsorter shall have a royalty-free, worldwide, irrevocable, licence, for the duration of the applicable intellectual property rights, to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

## 6. CONFIDENTIALITY

- 6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Allsorter shall include the Services and pricing; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorised by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal advisors and accountants without the other party's prior written consent. Each party shall be responsible for any breach of this Agreement by any of their respective Affiliates' employees, contractors and agents.
- 6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or regulation to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- 6.4 **Remedies.** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorised dissemination of the Confidential Information would destroy or diminish the value of such information. The damage to the Disclosing Party that would result from the unauthorised dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether in contract, at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable legal fees, incurred in obtaining any such relief.
- 6.5 **Return of Confidential Information.** The Receiving Party shall return and redeliver as soon as reasonably possible and no later than 72 hours to the other all tangible material embodying the Confidential



Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from that includes personally identifiable information and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerised media in the form of image, data or word processing files either manually or by image capture) including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the termination of this Agreement; or (ii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its legal obligations.

- 6.6 Notice of Breach.** The Receiving Party shall notify the Disclosing Party as soon as reasonably possible and, in any event, within twenty-four (24) hours of discovery of any unauthorised access to, use or disclosure of Personal Data, and within forty-eight (48) hours of discovery of any unauthorised access to, use or disclosure of Commercial Confidential Data. The Receiving Party shall cooperate fully with the Disclosing Party's efforts to recover such data, mitigate the effects of the incident, and prevent any further unauthorised access, use or disclosure.

## **7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

- 7.1 Allsorter Warranties.** Allsorter warrants that (i) it is validly existing under the laws of its incorporation and has all rights, powers and authorities to enter into this Agreement, (ii) the Services shall perform materially in accordance with the Help Centre, (iii) subject to the "Integration with Non-Allsorter Services" section above, the functionality of the Services will not be materially decreased during a subscription term, (iv) it will process Customer Data in accordance with all applicable Data Protection Laws and Regulations, and (v) it will not transmit Malicious Code to Customer, provided that it is not a breach of this sub-section (v) if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.
- 7.2 Customer's Warranties.** Customer warrants that (i) it is validly existing under the laws of its incorporation and has all rights, powers and authorities to enter into this Agreement, and (ii) it will comply with all applicable Data Protection Laws and Regulations in collecting, compiling, storing, accessing and using Customer Data in connection with the Services.
- 7.3 Disclaimer.** Except as expressly provided herein, each party excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality, in each case, to the maximum extent permitted by applicable law.
- 7.4 Non-GA Services.** From time to time Allsorter may invite Customer to try, at no charge, Allsorter products or services that are not generally available to Allsorter customers ("**Non-GA Services**"). Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered "Services" hereunder and, to the maximum extent permitted by applicable law, are provided "as is" with no express or implied warranty. Allsorter may discontinue Non-GA Services at any time in its sole discretion and may never make them generally available.

## **8. MUTUAL INDEMNIFICATION**

- 8.1 Indemnification by Allsorter.** Allsorter shall defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (a) based on a breach by Allsorter of its obligations under applicable Data Protection Laws and Regulations, or (b) alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third

party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, legal advisor's fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (i) promptly gives Allsorter written notice of the Claim Against Customer, (ii) gives Allsorter sole control of the defence and settlement of the Claim Against Customer (provided that Allsorter may not settle or defend any Claim Against Customer unless it unconditionally releases Customer of all liability), and (iii) provides to Allsorter all reasonable assistance, at Allsorter's expense. In the event of a Claim Against Customer, or if Allsorter reasonably believes the Services may infringe or misappropriate the intellectual property rights of a third party, Allsorter may in its discretion and at no cost to Customer (A) modify the Services so that they no longer infringe or misappropriate, without breaching Allsorter's warranties under the "Allsorter Warranties" section above, (B) obtain a licence for Customer's continued use of the Services in accordance with this Agreement, or (C) terminate Customer's subscription for such Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of such subscription after the effective date of termination.

**8.2 Indemnification by Customer.** Customer shall defend Allsorter against any claim, demand, suit or proceeding made or brought against Allsorter by a third party alleging that the Customer Data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or breaches applicable law (a "**Claim Against Allsorter**"), and shall indemnify Allsorter for any damages, legal advisor's fees and costs finally awarded against Allsorter as a result of, or for any amounts paid by Allsorter under a court-approved settlement of, a Claim Against Allsorter; provided that Allsorter (i) promptly gives Customer written notice of the Claim Against Allsorter, (ii) gives Customer sole control of the defence and settlement of the Claim Against Allsorter (provided that Customer may not settle or defend any Claim Against Allsorter unless it unconditionally releases Allsorter of all liability), and (iii) provides to Customer all reasonable assistance, at Customer's expense.

**8.3 Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## **9. LIMITATION OF LIABILITY**

**9.1 Limitation of Liability.** Subject to the "Exclusion of Indirect Damages" and "Limitation of Restrictions" sections below, neither party's liability with respect to any single incident arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the lesser of €500,000 or the amount paid by Customer hereunder in the 12 months immediately preceding the relevant incident, provided that in no event shall either party's total aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by Customer hereunder. The foregoing shall not limit Customer's payment obligations under the "Fees and Payment" section above.

**9.2 Exclusion of Indirect Damages.** Subject to the "Limitation of Restrictions" section below, in no event shall either party have any liability to the other party under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

- a. any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or
- b. any indirect or consequential loss or damage arising from or related to this Agreement,
- c. howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance.

**9.3 Limitation of Restrictions.** Nothing in this "Limitation of Liability" section shall exclude or limit the liability of either party for death or personal injury caused by that party's negligence or for fraud or fraudulent

misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

## 10. TERM AND TERMINATION

- 10.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until the subscription granted in accordance with this Agreement and set out in the Order Form has expired or been terminated.
- 10.2 Term of Subscription.** The subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, the subscription shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term shall be the same as that during the immediately prior term unless Allsorter has given Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon any such renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services provided in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 10.3 Termination for Cause.** Either party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Termination for Non-Payment.** Allsorter may without prejudice to its other rights or remedies, terminate this Agreement where invoice(s) remain unpaid despite issuing Customer with written notice and a further grace period of fifteen (15) days to discharge the same.
- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by Customer, Allsorter shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Allsorter, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Allsorter for the period prior to the effective date of termination.
- 10.6 Return of Customer Data.** Upon request by Customer made within 30 days after the effective date of termination, Allsorter will make available to Customer for download a file of any remaining Customer Data (whose data retention time span has not yet expired) in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Allsorter shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.
- 10.7 Surviving Provisions.** The sections entitled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Customer Data," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement and the termination or expiration of this Agreement shall be without prejudice to the rights and remedies of the parties which may have accrued prior to the date of termination or expiration (as applicable).

## 11. GENERAL PROVISIONS

- 11.1 Export Compliance.** The Services, other Allsorter technology, and derivatives thereof may be subject to export laws and regulations of the European Union and other jurisdictions. Each of Allsorter and Customer represents that it is not named on any government denied-party list. Customer shall not permit Users to



access or use Services in an embargoed country (which at the Effective Date of this Agreement includes Cuba, Iran, North Korea, Sudan or Syria) or in breach of any E.U. export law or regulation.

- 11.2 Anti-Corruption.** Either Party has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party's employee or agent in connection with this Agreement and shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including without limitation, the Criminal Justice (Corruption Offences) Act, 2018 (as such statute is amended from time to time). If Customer learns of any breach of any such laws, regulations and sanctions, it will use reasonable endeavours to promptly notify Allsorter's Legal Department at (legalcompliance@Allsorter.com).
- 11.3 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 11.4 No Third-Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.
- 11.5 Notices.** Except as otherwise specified herein, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after posting, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Notices to Allsorter shall be marked for the attention of its Director, Sales Operations, Allsorter Limited, NexusUCD, Belfield Innovation Park, Dublin 4.
- 11.6 Billing-related notices** to Customer shall be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall be addressed to Customer and be clearly identified as Legal Notices. All other notices to Customer shall be addressed to the relevant Services system administrator designated by Customer.
- 11.7 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 11.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to applicable law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in effect.
- 11.9 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of applicable law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, Allsorter shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.10 Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the Republic of Ireland, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 11.11 Venue.** The courts located in Dublin, Ireland, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.
- 11.12 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Nothing in this

"Entire Agreement" section shall limit or exclude any liability for fraud or fraudulent misrepresentation. Without limiting the foregoing, this Agreement supersedes the terms of any online Master Subscription Agreement electronically accepted by Customer. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission (including .pdf or any electronic signature complying with Regulation (EU) N°910/2014 (eIDAS Regulation), e.g., [www.pandadoc.com](http://www.pandadoc.com)) or by facsimile and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be sufficient to bind the Parties to the terms and conditions of this agreement. No exchange of original signatures is necessary. The parties' authorised signatories have duly executed this Agreement as of the Effective Date:

**Allsorter  
(Datalive Limited)**

**Client**

By:

Print Name:

Title:

Date:

By:

Print Name:

Title:

Date: