

COWRY SOLUTIONS LTD.

GENERAL TERMS

1. Introduction

1.1. We agree with you the parts of this Agreement set out in the Contract Details above. This Agreement is made up of the Contract Details, these General Terms and any applicable parts, together with any other documents explicitly agreed to be a part of it. Any other terms not set out in this Agreement are excluded unless their inclusion is expressly agreed in writing.

1.2. In these terms:

“Authorised Users” means your employees, agents and independent contractors who are authorised by you to use the Services and/or the Hosting Services;

“Customer” and **“you”** means the customer as shown in the Contract Details;

“Data Protection Legislation” means (while they are in force) the Data Protection Act 2018, the EU General Data Protection Regulation and any successor or replacement or additional Act(s) or Regulation(s) relating to the processing of personal data or privacy with which we are required to comply;

“Equipment” means the equipment that you have ordered from us and that we have agreed to provide;

“Cowry”, **“we”** and **“us”** means Cowry Solutions Ltd., a company registered in England under number 11925170 and whose registered office is at 20-22 Wenlock Road, London, N1 7GU United Kingdom;

“Hosting Services” means any hosting services provided by us to you under this Agreement;

“Personal Data”, **“Process”**, **“Processing”**, **“Data Controller”**, **“Data Processor”** and **“Appropriate Technical and Organisational measures”** shall have the meanings given to them in the Data Protection Legislation;

“Services” means the services (other than the Hosting Services) that you have ordered from us and we have agreed to provide;

“Term” means the length of this Agreement as shown in the Contract Details;

“Virus” anything or device (including any software, code, file or program) 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 including malware, worms, trojan horses, viruses and other similar things or devices;

1.3. If there is any conflict or ambiguity between the Contract Details, these General Terms or the provisions of any later part to this Agreement, the later part shall have priority over the General Terms, and the Contract Details shall have priority over everything else.

2. Your Obligations

You shall ensure that your employees co-operate with us in relation to this Agreement and provide access to such facilities and computer systems as shall be necessary for us to carry out our obligations under this Agreement; and promptly give us such information as we may reasonably request to carry out our obligations.

3. Data protection

- 3.1. We shall both at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.
- 3.2. Where we are acting as a Data Processor on your behalf in respect of the Processing of Personal Data (but, for the avoidance of doubt, not where we are Data Controller), the following provisions of this clause shall apply.
- 3.3. You shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed (if any). However, we shall further be authorised to Process the Personal Data if we are required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to us to process Personal Data ("Applicable Laws"). Where we rely on laws of the UK, or an EU Member State or EU law as the basis for Processing Personal Data, we shall promptly notify you of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you.
- 3.4. You will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to us and the Processing of the Personal Data by us (or any of our authorized sub-processors) for the purposes of this Agreement.
- 3.5. Where required to do so by Data Processing Legislation, we will maintain a written log of all Processing of Personal Data performed by us on your behalf and provide you with a copy of such log on request. The written log shall include the following information:
 - a) the categories of Processing carried out on your behalf;
 - b) a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to your consent in accordance with this Agreement; and
 - c) a general description of the technical and organisational security measures referred to in this Agreement.
- 3.6. Where we process Personal Data on your behalf (if any), we shall, in respect of such Personal Data:
 - a) not access or use Personal Data except as is reasonably necessary for the performance of this Agreement;
 - b) act strictly in accordance with this Agreement and on your written instructions received from time to time;
 - c) comply promptly with any request from you to amend, delete or transfer Personal Data;
 - d) not disclose Personal Data to any employee, director, Customer, contractor or affiliate of ours ("xxxx xxxx IT Personnel"), or any third party, except as is necessary for the performance of this Agreement, or to comply with applicable laws, or with your prior written consent;
 - e) implement and maintain appropriate technical and organisational measures:
 - (i) to protect the security and confidentiality of Personal Data Processed by us in performing this Agreement;
 - (ii) to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing;
or

(iii) as required under the Data Protection Legislation.

- 3.7. notify you of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by us on your behalf and at all times cooperate with and assist you to execute your obligations under the Data Protection Legislation in relation to such Data Subject requests.
- 3.8. Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as set out in Schedule 4 (or as otherwise notified by you to us).
- 3.9. We shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify you in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The notice provided will specify:
- a) the categories and number of the individuals and the records concerned;
 - b) the likely consequences of the breach;
 - c) any steps taken to mitigate and address the breach; and
 - d) specify an appropriate point of contact within our organisation who you can contact about the breach.
- 3.10. We will promptly give you the detail you request to allow you to understand the impact of the breach. We will promptly comply with any instructions provided by you, and cooperate with you, in relation to the data breach.
- 3.11. We must give you notice before engaging a subcontractor to Process Personal Data on your behalf (if any). We shall ensure that we have entered into a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement. If you object to the engaging of such subcontractor, we shall take reasonable steps to resolve your reasonable concerns.
- 3.12. We shall not, and shall procure that our subcontractors shall not, transfer or Process any Personal Data outside the EEA and/or the UK without your prior written consent and unless the following conditions are fulfilled:
- a) appropriate safeguards are in place relating to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) we comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data.
- 3.13. We shall provide you with such reasonable assistance as you shall require in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator or supervisory authority relating to you or your obligations under the Data Protection Legislation.
- 3.14. In relation to Personal Data Processed by us under this Agreement, we shall co-operate with you to the extent reasonably necessary to enable you to adequately discharge your responsibility as a data controller under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).
- 3.15. You shall have the right to audit us and relevant records and materials as necessary to demonstrate our compliance with our obligations under this Agreement and Data Protection

Legislation. At any time, we will co-operate fully to allow and assist such audits, including on-site inspections of our business premises or processing facilities, conducted by you or your auditor.

- 3.16. We will tell you immediately if we are asked to do something which might infringe the Data Protection Legislation or other data protection law of the UK, EU or a Member State.
- 3.17. We shall ensure that any Cowry Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.
- 3.18. At your request, we shall provide a copy of all Personal Data held by us in the format selected by us. If an alternative format is required, you shall pay our usual charges in the preparation of that copy.
- 3.19. The parties will agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

4. Payment

- 4.1. All sums payable under the Agreement are exclusive of VAT, which shall be added, if appropriate, at the rate prevailing at the relevant tax point.
- 4.2. Our terms of payment for all charges are 14 days after the date of the relevant invoice. In the event of late payment we reserve the right to charge interest on the outstanding balance at the statutory rate.
- 4.3. Prices quoted for all services and training that require a site visit exclude travel and subsistence expenses, which will be charged at our standard rates from time to time, which are available on request.
- 4.4. We reserve the right to suspend the provision of our services or any part of it if our charges or other payments due to us under this Agreement are overdue for payment by you.
- 4.5. Pricing excludes any third-party costs unless stated otherwise.
- 4.6. The Term of this Agreement and the ending of it
 - a) This Agreement shall continue for the Term as set out in the Contract Details and thereafter until terminated by either party in accordance with the provisions of this Agreement.
 - b) In addition to the foregoing, either party shall be entitled to end this Agreement immediately by written notice to the other party if:
 - (i) that other party commits any material breach of this Agreement which is incapable of remedy or in the case of a breach capable of remedy, fails to remedy it within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - (ii) the other party is involved in legal proceedings concerning its solvency, or ceases or threatens to cease trading, or enters into liquidation, whether compulsory or voluntary, (other than for the purposes of a solvent amalgamation or reconstruction), or makes any arrangement with its creditors or petitions for an administration order or has a receiver or administrative receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any analogous event occurs in any jurisdiction.

4.7. **Force Majeure**

Neither party shall be liable for failure to perform its obligations under this Agreement where such failure results from circumstances beyond the party's reasonable control.

4.8. **Limitation of Liability**

- a) Nothing in this Agreement shall be construed as restricting or excluding either party's liability for death or personal injury resulting from its negligence;
- b) In no event shall either party be liable to the other for any special loss or any indirect or consequential loss of any nature (including, without limitation, any economic loss or other loss of business, revenue, profit, goodwill or anticipated savings), whether arising in contract, tort, negligence, breach of statutory duty or otherwise. This shall still be the case whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to the attention of such party at the time of making this Agreement;
- c) Subject to the other provisions of this Agreement, the liability of each party under this Agreement shall not exceed £20,000.

4.9. **Announcements**

Neither party shall make any public statement about this Agreement or its subject matter without the prior approval of the other, such approval not to be unreasonably withheld.

4.10. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking, representation, warranty and arrangement of any nature whatsoever between the parties relating to the subject matter of this Agreement.

4.11. **Confidentiality**

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than those to whom such disclosure is required for the performance of the party's obligations under this Agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of this Agreement.

4.12. **Non-solicitation**

- a) Each party agrees that, for the Term and for a period of 6 months thereafter it will not and will procure that any director or employee will not directly or indirectly:
 - (i) solicit or entice away from or endeavour to solicit or entice away any Relevant Person from the other party (or its group); or
 - (ii) employ or engage or otherwise facilitate the employment or engagement of any Relevant Person.
- b) For the purposes of this clause, Relevant Person means any member, officer, employee or consultant of a party.

4.13. **Notices**

Any notice under this Agreement may be delivered personally or sent by email or by prepaid recorded delivery to the address set out above (or such other address in the United Kingdom as is otherwise notified from time to time). Any such notice or other written communication shall be deemed to have been served:

- a) if delivered personally, at the time of delivery;
- b) if posted, at the expiry of two Working Days after it was posted; and
- c) if sent by email, the next Working Day after it was sent.

In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice or other written communication was properly addressed (including by email), and if sent by post properly stamped and posted.

4.14. **Third Party Rights**

A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Agreement.

4.15. **Warranties**

All other warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.

4.16. **No Partnership**

Nothing in this Agreement shall constitute a partnership between the parties.

4.17. **No Assignment**

This Agreement is personal to the parties neither of whom may assign any of their rights or obligations under this Agreement without the prior written consent of the other party.

4.18. **Disputes**

If any dispute arises out of this Agreement the parties will refer it to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.

4.19. **Law and Jurisdiction**

This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

TERMS FOR THE SUPPLY OF SERVICES

1. This section shall apply where we agree to provide the Services to you during the term of this Agreement. Such services shall be in accordance with any written Service Description agreed with you.
2. In providing the Services, we shall at all times:
 - 2.1. provide the Services in accordance with all applicable laws;
 - 2.2. obtain, maintain and comply with all necessary permissions and consents;

- 2.3. allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;
- 2.4. ensure that any of the people who are engaged in the provision of any of the Services shall, if required by you, attend such meetings at your premises or elsewhere as may be reasonably required by you.
3. In order to facilitate the provision of the Services by us, you shall (in addition to all other responsibilities and obligations on your part identified elsewhere in this Agreement) be responsible for the following:
 - 3.1. provide us with access to appropriate members of your staff, as such access is reasonably requested by us, in order for us to discharge our obligations under this Agreement;
 - 3.2. respond to and provide such documentation, data and other information as we reasonably request in order for us to perform our obligations under this Agreement as well as providing us with access to your systems (where required);
 - 3.3. to the extent that the following are not expressly provided for elsewhere in this Agreement, using your reasonable endeavours, respond to requests for information in a prompt and timely manner, where such requests are reasonably made by or on our behalf to enable us to comply with our obligations under this Agreement; and
 - 3.4. subject to their compliance with your reasonable rules and policies, provide such access for any of our personnel to your premises as may be reasonably required in connection with the provision of the Services and at such other hours as may be arranged in advance.

4. Our Obligations in relation to our Services

We will:

- 4.1. use appropriately qualified and experienced personnel to supply the Services in a timely, efficient and professional manner to the standard of competency reasonably to be expected; and
- 4.2. supply the Services with reasonable care and skill.

5. Change Control

- 5.1. If at any time you wish to alter all or any part of the Services that are provided by us, then you shall provide us with a written change request with particulars of such changes and with such further information as we may reasonably require.
- 5.2. We shall then submit to you as soon as reasonably practicable a written quotation for such changes specifying what changes (if any) will result in respect of its charges and the timetable for delivery of the Services.
- 5.3. Upon receipt of such quotation you may choose either:
 - a) to accept such quotation in which case this Agreement shall be amended in accordance with it; or
 - b) to withdraw the proposed changes in which case this Agreement shall continue unchanged.

SUPPORT TERMS

This section shall apply where we agree to supply support to you. Such support shall be in accordance with any written Service Description agreed with you. We will decide what action, if any, it proposes to

take, based, amongst other things, on the importance of the problem to you and the likely general benefit of any solution. Diagnosis and solution of operational problems will generally be carried out remotely from your site.

1. Your Responsibilities

You will:

- 1.1. designate primary and secondary contacts authorised to request, support and inform us accordingly. Authorised use of our telephone helpline is limited to these designated contacts;
- 1.2. maintain procedures to facilitate reconstruction of any lost or altered files, data or programs to the extent you deem it necessary;
- 1.3. keep records of usage and performance if requested by us, in a mutually agreed format;
- 1.4. provide communication services and equipment to our requirements for remote investigation of defects; and
- 1.5. inform us of any of your staff departures or arrivals.

2. Exclusions

- 2.1. Support shall not include the diagnosis and rectification of any fault resulting from:-
 - a) your improper use or your neglect of your system;
 - b) your failure to implement recommendations in respect of or solutions to faults previously advised to you by us;
 - c) any repair adjustment alteration or modification of your system by any person other than us without our prior approval; or
 - d) your use of your system for a purpose for which it was not designed.
- 2.2. We shall upon request by you provide technical support notwithstanding that the fault results from any of the circumstances described above. We shall in circumstances be entitled to levy additional charges at our standard rates.

3. Charges

If at any time you wish to alter all or any part of the Support Services, we shall be entitled to adjust our charges in an appropriate way.

HOSTING SERVICES TERMS

This section will apply where we agreed to provide you with Hosting Services.

1. User Subscriptions

- 1.1. We grant to you a non-exclusive, non-transferable right to permit the Authorised Users to use the Hosting Services during the Term solely for your internal business operations.
- 1.2. In relation to the Authorised Users, you agree that:

- a) the maximum number of Authorised Users that you authorise to access and use the Hosting Services shall not exceed the number of User Subscriptions you have purchased from us from time to time;
 - b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Hosting Services;
 - c) you shall maintain a written, up to date list of current Authorised Users and provide such list to us within 5 Business Days of our written request at any time;
 - d) you shall permit us to audit the Hosting Services in order to establish the use by each Authorised User. Such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to interfere substantially with your normal conduct of business; and
 - e) if we discover that you have underpaid subscription fees to us, then without prejudice to our other rights, you shall pay to us an amount equal to such underpayment within 10 Business Days of the date of our notification to you of the underpayment.
- 1.3. You shall neither access, store, distribute or transmit any Viruses, nor any material during the course of your use of the Services that:
- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit images;
 - d) promotes unlawful violence;
 - e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f) in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches the provisions of this clause.
- 1.4. You shall not:
- a) use the Hosting Services to provide services to third parties; or
 - b) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Hosting Services available to any third party except the Authorised Users, or
 - c) attempt to obtain, or assist third parties in obtaining, access to the Hosting Services other than as provided under this clause.
- 1.5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Hosting Services and, in the event of any such unauthorised access or use, promptly notify us.
- 1.6. You may, from time to time during the Term, purchase additional User Subscriptions in excess of the number already purchased.

2. Services

- 2.1. We shall use commercially reasonable endeavours to make the Hosting Services available 24 hours a day, seven days a week, except for:
- a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - b) unscheduled maintenance performed outside Normal Business Hours, provided that we have tried to give you reasonable notice in advance.
- 2.2. We will, as part of the Hosting Services and at no additional cost to you, provide you with our standard customer managed support services during our normal business hours in accordance with our Support Services Policy in effect at the time that the Services are provided. We may amend the Support Services Policy in our sole and absolute discretion from time to time. You may purchase enhanced support services separately at our then current rates.

3. Your Data

- 3.1. You shall own all right, title and interest in and to all of your data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your data.
- 3.2. If there is any loss or damage to your data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such data maintained by us. We shall not be responsible for any loss, destruction, alteration or disclosure of your data caused by any third party (except those third parties sub-contracted by us to perform services related to your data maintenance and back-up).

4. Our Obligations

- 4.1. We undertake that the Hosting Services will be performed with reasonable skill and care.
- 4.2. If not we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach. We:
- a) do not warrant that your use of the Hosting Services will be uninterrupted or error-free; or that the Hosting Services and/or the information obtained by you through the Hosting Services will meet your requirements; and
 - b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Hosting Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. Your Obligations

You shall:

- 5.1. ensure that the Authorised Users use the Hosting Services in accordance with the terms of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 5.2. obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 5.3. ensure that your network and systems comply with the relevant specifications provided to you by us from time to time;

- 5.4. be solely responsible for procuring and maintaining the network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet;
- 5.5. pay the subscription fees to us for the User Subscriptions in advance; and
- 5.6. acknowledge that we and/or our licensors own all intellectual property rights in the Hosting Services. Except as expressly stated this Agreement does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

6. Third Party Hosting

Where we obtain the Hosting Services from a third party there shall also be incorporated into this Agreement the terms of our agreement with the third party hosting company (which shall take priority over the terms of this Agreement). A copy of our terms with the third party hosting company are available upon request.

7. Intellectual Property

We warrant to you that no material will be provided by us as part of the Hosting Services which infringe any third party Intellectual Property rights. You warrant to us that no material will be provided by you to us for use in the Hosting Services which infringe any third party Intellectual Property rights. If a claim for the infringement of third party Intellectual Property Rights is made or threatened against either party in connection with material provided by it under this Agreement, it shall indemnify the other against any and all costs, expenses, damages or other losses suffered or payments made by the other in connection with the claim and any associated judgment or settlement.