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Master Services Agreement

Last updated: 20 August 2025

Previous version 2: 25 April 2023
Previous version 1: 27 November 2020

This Master Services Agreement and all previous versions are publicly available at https://rootplatform.com/legal

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This Master Services Agreement applies from **20 August 2025**.

If you entered into a Service Order for access to and use of the Root Platform Services before 20 August 2025, the previous version 2 dated 25 April 2023, continues to apply to that Service Order, unless you agree to be bound by this Master Services Agreement by notifying us in writing.

1. INTRODUCTION

1.1. DEFINITIONS

The following capitalised terms used in this Master Services Agreement have the meanings given to them below:

Account Country	The country stated in your Service Order, or where you have not entered into a Service Order, the United Kingdom.
Affiliate	Any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.
Application	A software program that does not form part of the Root Insurance Platform, including Product Modules and Middleware.
Beta Services	New or experimental Root Platform Services offered by us that are not generally available to clients, and which are designated as beta, pilot, limited release, developer preview, non-production or by a similar description.
Control	Direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or the right to appoint or remove the majority of the members of its board or equivalent governing body, or otherwise.
Client Data	Information processed on the Root Insurance Platform that describes your business, operations, products and services, and includes information relating to transactions between you, your Users, or your End Users. This includes data stored in policies on the Root Insurance Platform.
Client IP	All rights, title and interest (whether those rights, title or interest happen to be registered or not, and wherever in the world those rights, title or interest may exist) in the patents, copyrights (including in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets and other intellectual property embodied by or contained in the Client Data, and Product Modules and Middleware that you create or that you instruct us to create for you, but excluding Root IP.
Core Services	The following Product Module functions executed by the Root Insurance Platform: 1. Quote, bind and issue policies 2. Manage policies, mid-term adjustments, renewals, lapsing and complaints 3. Calculate and raise premium, interact with payment providers and update the policy ledger 4. Administer claims 5. Trigger event-based and ad-hoc customer notifications

Documentation	Resources and documentation that we make available to you from time to time, including on or through our website, and the Root Platform API documentation.
End User	A person who uses your products or services, offered via the Root Platform Services provided to you. This includes your Policyholders and their beneficiaries, where applicable.
Fees	Any and all fees payable by you in return for Root Services as stipulated in a Service Order or other agreement.
Middleware	An Application that connects or integrates Product Modules with other Applications, Root Platform Services, or Third-Party Services.
MSA	The terms and conditions of this Master Services Agreement, together with all of its annexures and schedules.
Personal Data	Personally identifiable information as such term or derivative of such term is defined in applicable data privacy laws.
Policyholder	The holder of any insurance policy issued under a Product Module and managed on the Root Insurance Platform.
Portals	Digital interfaces we provide that enable Users or End Users to access or use Root Platform Services, including to: 1. Build, configure and change Product Modules; 2. Quote, bind or issue policies; 3. Access or view policies, Policyholder, payment and Product Module data; or 4. Manage policies, Policyholders, payments and claims.
Product Module	Application code that represents an insurance product, identifiable by a unique product module key, and set up and configured to be executed by the Root Insurance Platform.
Professional Services	Implementation, discovery, consulting, integration, product launch support and other related services provided by us to you or any User, for which we will invoice you or a User as agreed and specified in a Service Order or separate agreement.
Representative	In relation to a Party, any of its directors, officers, employees, agents, and professional advisors.

Root, we or **us**	The applicable Root entity designated to contract in your Account Country based on the countries and regions in the table below: | Country/Region	Root Entity
UK, EEA, Middle East, Asia or Oceania	**Root Platform (UK) Ltd,** a limited company registered in accordance with the laws of England and Wales. Company number 14528277
Africa	**Root Platform ZA (Pty) Ltd**, a private company registered in accordance with the laws of the Republic of South Africa. Registration number 2017/447892/07
Any country that is not in a region listed in this table	**Root Platform (UK) Ltd,** a limited company registered in accordance with the laws of England and Wales. Company number 14528277	
Root Account	An account provisioned for a User to access and use the Root Insurance Platform via a Portal or the Root Platform APIs.
Root Insurance Platform	The operating system developed by or on behalf of Root, consisting of the Root Platform APIs and data processing environment used to execute Product Module logic and configuration, and store associated Client Data.
Root IP	All rights, title and interest (whether those rights, title or interest happen to be registered or not, and wherever in the world those rights, title or interest may exist) in the patents, copyrights (including in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets and other intellectual property embodied by or contained in the Root Services, Root Insurance Platform, Root Insurance APIs, Documentation, Portals and Webhooks, but excluding Client IP.
Root Organisation	The environment(s) provisioned for you on the Root Insurance Platform, through which you access and use the Root Platform Services, identifiable by a unique organisation ID number.
Root Platform APIs	The application programming interfaces developed by us and through which the Root Insurance Platform is accessed by other software, systems or platforms.
Root Platform Services	The services enabled by the provisioning of a Root Organisation, including: 1. The Core Services

	2. Sending triggered customer notifications 3. Data infrastructure hosting, security and maintenance services 4. Automated data services 5. Application integrations 6. User and End User enablement via Portals 7. Automated, event-driven communication between the Root Insurance Platform or a Product Module and a Third-Party Service via Webhooks 8. Any other functionality, feature or service made available to you on your Root Organisation
Root Services	The Root Platform Services and any Professional Services.
Service Order	A written agreement for the provision of Root Services, entered into between us describing the Root Services that you subscribe for.
Third-Party Services	Any feature, service, Application or functionality that is provided by a third party, which may be used to extend or supplement the capabilities of the Root Insurance Platform or the Root Platform Services, but do not form part of the Root Insurance Platform or Root Platform Services.
Users	Any person who accesses and uses any of the Root Platform Services under your authority or at your instruction, in accordance with this MSA.
Webhook	A method of event-driven communication that enables data to be sent between the Root Insurance Platform and an Application.

1.2.   **THIS MSA**

1.2.1.   This MSA creates an agreement between Root and any person, juristic or natural, that accepts this MSA in terms of clause 1.2.2. below (**you** or the **Client**), and governs your access to, and use of the Root Services. Root and you are each a **Party** and together referred to as the **Parties**.

1.2.2.   You accept this MSA by:

1.2.2.1.   signing a Service Order or any other document that incorporates the MSA by reference; or

1.2.2.2.   creating or accessing a Root Organisation on the Root Insurance Platform.

1.2.3.   If you do not accept this MSA, you may not use the Root Services and must delete your Root Organisation immediately.

1.2.4.   This MSA commences on the date you accept the MSA in terms of clause 1.2.2. above and will continue in full force and effect until terminated as set out below.

1.2.5.   The Root Services you will be provided with and the associated Fees will be agreed in one or more Service Orders. Each Service Order creates a separate agreement between you and

Root, and must be read together with this MSA. If there is any conflict between a Service Order and this MSA, that Service Order will prevail, but only to the extent of the conflict. If there is a conflict between Service Orders, the Service Order last fully signed in time will prevail, but only to the extent of that conflict.

2. YOUR ROOT SUBSCRIPTION

2.1. SUBSCRIPTION

2.1.1.   We grant you a personal, non-transferable, non-assignable and non-exclusive right to access and use the Root Platform Services, as specified in a Service Order or a separate agreement concluded with you, or as per your Free Trial (if applicable).

2.1.2.   Your right to access and use the Root Platform Services under this MSA is granted for your business activities conducted in the country or countries specified in your Service Order as the territory in which you are authorised to use the Root Platform Services (the **Territory**). Using the Root Platform Services outside of the Territory without our prior written consent will be regarded as a material breach of this MSA. This territorial scope relates solely to the licensed use of the Root Insurance Platform and **does not** restrict you or your Users from accessing the Root Insurance Platform, their Root Accounts or your Root Organisation(s) outside of the Territory. This restriction does not apply to Free Trials.

2.2. FREE TRIAL

2.2.1.   We may, at our discretion, offer you a free trial subscription to access and use the Root Platform Services for a limited, specified period (a **Free Trial**). Your Free Trial may be limited to a specified set of Root Platform Services.

2.2.2.   The purpose of a Free Trial is to evaluate the Root Services against your requirements in order to enter into a Service Order and deploy one or more Product Modules to a live production environment. You will not be permitted to deploy Applications to live production environments, and your Free Trial access is granted on the express basis that you do not upload, store or process Personal Data using or on the Root Insurance Platform.

2.2.3.   If you use a Free Trial, this MSA applies to you from the date on which your Root Organisation is first accessed and terminates 5 days after receiving notice from us that your Free Trial has ended. Upon expiry of the 5 day period, we may delete your Root Organisation, all associated Root Accounts and all data stored in the Root Organisation without further notice to you.

2.2.4.   Clause 2.3.4. (Advance Notice of Changes), Clause 9.5. (Audit), Clause 9.6. (Insurance), and the right to object and elect to be bound by the previous version of the MSA in terms of Clause 12.1.1. do not apply to you if you are making use of the Root Services on a Free Trial.

2.3. ROOT PLATFORM SERVICES

2.3.1.   We constantly improve the Root Insurance Platform and the Root Platform Services to provide the best possible experience for you and your Users. You acknowledge that the form

and nature of the Root Insurance Platform and the Root Platform Services may evolve over time.

2.3.2.   We will not remove any Root Platform Services that we agree to provide to you in your Service Order during its term unless you agree to this in writing.

2.3.3.   We may update the Root Insurance Platform and Root Platform Services' methodologies, features, or technical requirements, and will update the relevant Documentation to reflect these changes.

2.3.4.   We will provide you with advance notice of changes to the Root Insurance Platform or Root Platform Services as follows:

2.3.4.1.   No less than 30 days prior written notice where changes to the Root Insurance Platform or Root Platform Services may reasonably foreseeably have a material impact on your use of the Root Platform Services.

2.3.4.2.   No less than 60 days prior written notice where changes to the Root Insurance Platform or Root Platform Services require you to update your Product Modules or Middleware.

2.3.5.   Your agreement to this MSA is based on the Root Insurance Platform and Root Platform Services as they exist on the date this MSA commences, and is not contingent on the delivery of any future enhancements or features.

2.3.6.   The Root Services and the Root Insurance Platform are provided "as is". Except as expressly set out in this MSA or any Service Order, we, our Affiliates, and our licensors make no express warranties and disclaim all implied warranties regarding the Root Services and the Root Insurance Platform, including implied warranties of merchantability, fitness for a particular purpose and non-infringement.

2.3.7.   We, our Affiliates and our licensors do not represent or warrant to you that:

2.3.7.1.   your use of the Root Services or the Root Insurance Platform will meet your requirements;

2.3.7.2.   your use of the Root Services or the Root Insurance Platform will be uninterrupted, timely, secure or free from error; and

2.3.7.3.   usage data provided through the Root Services will be accurate.

2.4.   **PRODUCT MODULES**

2.4.1.   A Product Module embodies insurance product rules and logic that are executed by the Root Insurance Platform. Product Modules can be created by you or your Users, or you may procure Root's Professional Services to create your Product Modules based on your product specifications in terms of clause 5.1. Your Product Modules are accessible from your Root Organisation.

2.4.2. You are responsible for maintaining and updating all of your Product Modules to comply with the latest specifications and requirements of the Root Insurance Platform and Root Platform Services. We cannot guarantee that the Root Insurance Platform and Root Platform Services will support backward compatibility.

2.4.3. You must provide us with access to your Product Modules to enable us to provide the Root Services. Where such access is withheld or refused, you acknowledge that our ability to provide the Root Services may be limited or not possible, and we will not be responsible for any resulting impact on functionality, performance, or support of your Product Modules.

2.5. YOUR ROOT ORGANISATION

You must ensure that your Users and End Users provide accurate and complete account login details every time the Root Platform Services are accessed. You are responsible for protecting the security of login details, passwords, API keys, tokens and other credentials associated with your Root Organisation on the Root Insurance Platform, and for all individual Root Accounts associated with your Root Organisation. If you suspect, or become aware of any unauthorised use of any of the above, or unauthorised access to your Root Organisation or any of your Root Accounts, you agree to notify us immediately by email to privacy@rootplatform.com and to your Root account manager.

2.6. USERS AND END USERS

We are in no way responsible for any of the products or services you provide to any User or End User, nor for any content, data or messaging delivered through any Portals to Users or End Users, nor any resulting losses or damages caused by any of the foregoing. Additionally, we are not responsible for any losses you incur due to erroneous or fraudulent transactions concluded by any User or End User in connection with your or their use of the Root Services.

2.7. BETA SERVICES

We may invite you to access Beta Services. You may accept or decline any such Beta Services at your sole discretion. Beta Services are provided solely for evaluation purposes, are not supported, may contain bugs or errors, and may not be suitable for production use. We may modify or discontinue Beta Services at any time in our sole discretion and are under no obligation to make them generally available to all clients.

3. TERM AND TERMINATION

3.1. TERMINATION

3.1.1. This MSA applies for as long as you have a Service Order in effect, or until your Free Trial expires or is terminated.

3.1.2. Either Party may terminate this MSA by giving 30 days' written notice to the other Party if any of the following events occur in relation to a Party, and each of us undertakes to promptly notify the other Party if any such event occurs:

3.1.2.1. commencement of winding up or business rescue proceedings;

3.1.2.2. placement in final or provisional liquidation, whether voluntary or involuntary (or analogous proceedings in its jurisdiction); or

3.1.2.3. cessation of carrying on business.

3.1.3. If either Party breaches any material provision or term of this MSA (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fails to remedy such breach within 30 days of receipt of written notice requiring it to do so then the aggrieved Party shall be entitled without further notice, in addition to any other remedy available to it at law or under this MSA, including obtaining an interdict, to terminate this MSA or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages.

3.1.4. Termination of this MSA in terms of clauses 3.1.2. or 3.1.3. will automatically terminate any Service Orders still in effect.

3.2. CONSEQUENCES OF TERMINATION

3.2.1. Upon termination of this MSA:

3.2.1.1. all rights and licences granted to you under this MSA will end;

3.2.1.2. we will delete all of your Client Data, Personal Data of which you are the data controller stored on the Root Insurance Platform and your Product Module code within 60 days of termination; and

3.2.1.3. you remain liable for all outstanding payment obligations.

3.2.2. It is your responsibility to ensure that you export all data referred to in clause 3.2.1.2. prior to the end of the 60 day period following termination. We will provide you with support to facilitate such export, limited to assisting you in accessing and exporting your data. Any data extraction, transformation, migration or related services may be provided and charged for as Professional Services.

3.2.3. Notwithstanding termination we will continue to charge, and you will continue to be liable for, Fees for access and use of the Root Services as set out in your latest Service Order for as long as you continue to access and use the Root Services, including during the 60 day period referred to in clause 3.2.2.

3.2.4. Upon any termination of this MSA, the following clauses will survive and remain in full force and effect: Clause 2.6. (Users and End Users), this Clause 3.2. (Consequences of Termination) Clause 4.1. (Compliance with Laws), Clause 4.2. (Restrictions), Clause 7 (Fees and Expenses), Clause 8.1. (Intellectual Property Rights), Clause 8.3.3. (Removal of trademarks), Clause 10.1. (Indemnity), Clause 10.3. (Liability), Clause 11 (Dispute Resolution) and Clause 12. (Miscellaneous).

4. ACCEPTABLE USE

4.1. COMPLIANCE WITH LAWS

Your use of the Root Insurance Platform and Root Services must comply with all applicable international and domestic laws, regulations and ordinances. This may include any applicable laws relating to the export of data, the provision of financial services, consumer protection, privacy, anti-bribery and corruption, anti-money laundering and counter-financing of terrorism.

4.2. RESTRICTIONS

You agree not to and not to allow others to:

4.2.1. access (or attempt to access) the Root Insurance Platform or Root Platform Services by any means other than through a Portal or via the Root Platform APIs using a validly created API key;

4.2.2. access (or attempt to access) any of our systems, programs, data or services that you have not been granted the right to use or access or which are not otherwise publicly available;

4.2.3. copy, reproduce, republish, upload, post, transmit, reverse engineer, resell or distribute (or attempt to do so) in any way, any data, content or any part of the Root IP;

4.2.4. transfer any of your rights under this MSA in breach of this MSA;

4.2.5. work around any of the technical limitations of the Root Insurance Platform or the Root Platform Services or enable functionality that is disabled or prohibited;

4.2.6. use the Root Insurance Platform or Root Services, directly or indirectly, for any fraudulent or illegal undertaking;

4.2.7. engage in any activity that interferes with or disrupts the Root Insurance Platform or the Root Platform Services (or any connected servers or networks);

4.2.8. perform or attempt to perform any penetration testing or load testing on the Root Insurance Platform or the Root Platform Services;

4.2.9. attempt to disable or circumvent any security mechanisms used by, or relating to the Root Insurance Platform or Root Platform Services; or

4.2.10. introduce, or permit the introduction of, any malicious code, viruses, worms, Trojan horses, or other harmful software or code into the Root Insurance Platform or Root Platform Services.

4.3. NOTICE AND TAKE DOWN RIGHTS

4.3.1. You must promptly notify us upon receiving any notices, claims, or communications from a regulator, law enforcement authority, or other third party alleging that you have violated applicable laws or regulatory requirements (**Regulatory Notice**).

4.3.2. We may be required to restrict access to functionality or suspend your access to the Root Insurance Platform or Root Platform Services in order to comply with a Regulatory Notice.

Unless immediate action is required by law or to address a material and immediate risk to Root, a Root Affiliate or the Root Insurance Platform or Root Platform Services, we will provide you with reasonable prior written notice and a reasonable opportunity to remedy the issue before restricting or suspending your access, having regard to the nature of the Regulatory Notice and circumstances.

4.3.3. If we reasonably believe that any Application you execute or operate on, or using, the Root Insurance Platform:

4.3.3.1. breaches this MSA, a Service Order, or any other agreement between us;

4.3.3.2. is unauthorised, fraudulent, or unlawful;

4.3.3.3. may materially damage our brand, reputation, or systems; or

4.3.3.4. unreasonably exposes us to material legal, regulatory, or security risks,

then we may issue a written notice requiring you to modify or remove the affected item within 5 calendar days. If you fail to take the required action within that period, we may remove or disable the affected item, and/or suspend access to the Root Insurance Platform. Where we, in our sole discretion, consider the issue to present a material and immediate risk to the Root Insurance Platform or us or our Affiliates, we may act without prior notice and will notify you as soon as reasonably practicable thereafter.

4.3.4. You agree to immediately notify us should you become aware of any violations of this MSA by any User or End User and you agree to immediately terminate such User or End User's access to the Root Insurance Platform and/or Root Platform Services.

5. ADDITIONAL SERVICES

5.1. PROFESSIONAL SERVICES

Should you wish to engage us to provide Professional Services, please contact your Root account manager. Root's Professional Services function implements and supports insurance products and integrations on the Root Insurance Platform. Professional Services will be scoped before being provided and any fees and charges will be agreed with you before being incurred.

6. SUPPORT AND SERVICE LEVELS

Our support obligations and service level commitments to you are set out in Annexure A: Standard Service Levels.

7. FEES AND EXPENSES

7.1. INVOICING AND PAYMENT TERMS

7.1.1. You will pay all Fees against invoices we issue, in accordance with any applicable Service Order or other agreement concluded with you.

7.1.2.   If you wish us to invoice Fees to a different entity, we may agree to do so provided that you remain bound by this MSA and liable for the payment in full of all Fees invoiced pursuant to the MSA until paid by you or your nominated entity.

7.1.3.   Fees are due within the period stipulated in each invoice and you agree to make all payments to us in terms of this MSA, without set-off or deduction of any kind, into our bank account, the details of which will be set out on each invoice. You are responsible for providing complete, accurate and valid contact information to us and notifying us of any changes to such information.

7.1.4.   If you wish to dispute an invoice, you must notify us in writing within 10 calendar days of receipt of the invoice, clearly identifying the specific Fees in dispute and the basis for the dispute. You may withhold payment of the disputed portion of the invoice, but must pay all undisputed amounts by the due date stipulated in the invoice.

7.1.5.   Authorised representatives from both Parties will attempt to resolve the dispute in good faith, within 30 days of us receiving your notice. If the dispute is not resolved within this period, either Party may escalate the matter in accordance with clause 11 below.

7.2.   **LATE PAYMENT**

7.2.1.   If any undisputed Fees invoiced to you are not received by due date stated on your invoice, then:

7.2.1.1.   We may charge interest on outstanding Fees at the corresponding rate set out below based on the currency of the invoice, applied to the outstanding amounts, capitalised monthly in arrears and calculated on a 365-day year (regardless of whether it is a leap year), from the date such payment was due until the date paid:

Currency	Interest Rate
GBP - British Pound Sterling	An interest rate per annum of 5% above the prevailing base rate of the Bank of England from time to time. If the Bank of England's base rate is below 0%, the interest rate payable is 5%.
USD - United States Dollars	The interest rate per annum last published in the "Money Rates" column of the *Wall Street Journal*, from time to time, as the prime rate. If for any reason, such rate is no longer available, the prime rate is the rate published by our commercial bank in the United States as its prime rate.
ZAR - South African Rand	The interest rate per annum, published from time to time by our commercial bank in South Africa as its prime overdraft rate.
Any currency that is not listed in this table	As stated in the Service Order or other document signed by a Root entity.

7.2.1.2.   We may, without limiting our other rights and remedies, suspend the Root Services on 30 calendar days' notice until the outstanding amounts are paid in full.

7.2.2.   Any outstanding amounts become immediately due and payable upon suspension or termination of the Root Services for any reason.

7.2.3.   You are responsible for paying all reasonable expenses and legal fees that are incurred collecting any Fee or other amounts due, but unpaid, under this MSA.

7.3.   TAXES

Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any national, provincial, local or foreign jurisdiction (collectively, **Taxes**). You are responsible for paying all Taxes associated with your purchase of any Root Services. If we have the legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide us with satisfactory proof of a valid exemption authorised by the appropriate taxing authority.

8.   INTELLECTUAL PROPERTY

8.1.   INTELLECTUAL PROPERTY RIGHTS

8.1.1.   Each Party retains exclusive ownership of all intellectual property owned by it prior to the commencement of this MSA, or that are otherwise developed by or for such Party independently of this MSA.

8.1.2.   You exclusively own and will continue to own all Client IP. We will have no right, title or claim to such intellectual property, nor any responsibility for maintaining or enforcing it.

8.1.3.   We may not, and undertake that we will not, attempt to:

8.1.3.1.   claim or register ownership of any Client IP on our own behalf or on behalf of others;

8.1.3.2.   sub-license any rights to use or access any Client IP granted to us under this MSA; or

8.1.3.3.   use any Client IP in violation of this MSA or any laws.

8.1.4.   By creating or hosting a Product Module or Middleware through the Root Services you give us a worldwide, non-exclusive right to access and use such Product Module or Middleware for the sole purpose of enabling us to provide the Root Services to you.

8.1.5.   We will exclusively own, and be unrestricted as to our independent exploitation of all Root IP. You will have no right, title or claim to such intellectual property, nor any responsibility for maintaining or enforcing it.

8.1.6.   We (or, where we licence intellectual property, then our licensors) own all legal right, title or interest in and to the Root IP or any copies thereof. All rights in Root IP not expressly granted to you under this MSA are reserved.

8.1.7.   You may not, and undertake that you will not attempt to:

8.1.7.1. claim or register ownership of any Root IP on your own behalf or on behalf of others;

8.1.7.2. sub-licence any rights to use or access any Root IP granted to you under this MSA; or

8.1.7.3. use any Root IP in violation of this MSA or any laws.

8.2. IDEAS

You may choose to, or we may invite you to submit comments, feedback, or suggestions about the Root Services, or any related products, including suggestions for improvements (**Ideas**). By submitting any Idea, you agree that your submission is entirely voluntary, gratuitous, unsolicited and without restriction and will not place us nor our Affiliates under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

8.3. TRADEMARKS

8.3.1. We hereby grant you a limited, non-exclusive, royalty-free, non-transferable licence, with no right to sub-license, to display our trade names, trademarks, service marks, domain names, logos, and other distinctive brand features (**Root Marks**) for the sole purpose of promoting or advertising that you use the Root Services and solely in accordance with the then current Trademark Usage Guidelines for Root, which may be found at https://root.co.za/about#press. You agree that all goodwill generated through your use of the Root Marks shall inure to the benefit of us and/or our Affiliates.

8.3.2. You hereby grant us a limited, non-exclusive, royalty-free, non-transferable licence, with no right to sub-license, to display your trade names, trademarks, service marks, domain names, logos, and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the sole purpose of advertising or publicising you as a client of us and in accordance with your trademark usage guidelines.

8.3.3. Upon termination of this MSA, each Party shall promptly remove any public references to its relationship with the other Party from its websites, marketing materials, and other public communications.

9. DATA PROTECTION AND SECURITY

9.1. DATA PROCESSING

9.1.1. We undertake to enter into a Data Processing Agreement with you to the extent that we process Personal Data on your behalf. Our standard Data Processing Agreement is publicly available at https://rootplatform.com/legal and forms part of this MSA once fully executed by you and us.

9.1.2. Where we process Personal Data for our own purposes, for example, by processing your Representatives' contact information to manage our contractual relationship with you, our

privacy policy, available at https://rootplatform.com/legal/privacy, describes how we process this Personal Data, the legal basis for doing so and data subject rights.

9.2. CLIENT DATA ACCESS

We undertake that you will have access to all Client Data throughout the term of this MSA or any Service Order, as applicable, and for the 60 day period referred to in clause 3.2.1.2 following termination to export your Client Data from the Root Insurance Platform.

9.3. CONFIDENTIALITY

9.3.1.   Each Party (the **Receiving Party**) agrees to safeguard the other Party's (the **Disclosing Party**) information disclosed in any form (including documentation, software, code, data, sounds, images or any extracts thereof), that is either identified as being confidential, that relates to the Disclosing Party or its business and is not publicly available, or that a reasonable person would consider to be confidential (**Confidential Information**).

9.3.2.   Confidential Information includes Personal Data, business plans, product plans, designs, costs, prices, finances, marketing plans, business opportunities, information about personnel, research, development, know-how, trade secrets, technical, financial and business information, strategies, targets, technology and data.

9.3.3.   The obligations in this clause do not apply to information that:

9.3.3.1.   we agree in writing is not confidential; or

9.3.3.2.   was already in the public domain or becomes publicly available, other than as a result of the wrongful use or disclosure by the Receiving Party or any of its Representatives and to Representatives of any of its Affiliates; or

9.3.3.3.   was already lawfully known to the Receiving Party and/or its Representatives at the time of disclosure; or

9.3.3.4.   became lawfully known to the Receiving Party independently or was created independently by the Receiving Party without reference to, or use or benefit of the Confidential Information.

9.3.4.   In return for the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party agrees not to disclose that Confidential Information or permit it to be made available to any person without the prior written approval of the Disclosing Party, except:

9.3.4.1.   to its Representatives and to Representatives of any Affiliate but only on a need-to-know basis and then only where the person or entity concerned is bound by confidentiality obligations; or

9.3.4.2.   to advisors or service providers engaged by the Receiving Party, provided that such parties are bound by confidentiality obligations; or

9.3.4.3. where required by applicable laws, regulations, directives, orders or codes of practice in force from time to time, provided that the Receiving Party must use reasonable endeavours to maintain the confidentiality of any disclosed Confidential Information and must notify the Disclosing Party before making any disclosure.

9.3.5. The Receiving Party agrees to use the Confidential Information only as reasonably necessary to perform its obligations or exercise its rights under this MSA and is responsible for ensuring that its Representatives and Representatives of its Affiliates comply with these confidentiality obligations.

9.4. SECURITY

9.4.1. We bear the responsibility of protecting the Client Data and Personal Data in our possession and will maintain commercially reasonable administrative, technical, and physical safeguards to protect Client Data and Personal Data stored on the Root Insurance Platform from unauthorised access, accidental loss, modification, or breach. We undertake to comply with applicable data protection laws when we process and handle Client Data and Personal Data.

9.4.2. We will ensure that our employees and personnel who have access to Client Data to perform their duties will be:

9.4.2.1. informed of the confidential nature of the Client Data and our obligations under this MSA;

9.4.2.2. appropriately trained in information security and applicable data protection laws; and

9.4.2.3. subject to confidentiality obligations.

9.4.3. We will maintain appropriate, reasonable technical and organisational measures to prevent loss of, damage to or authorised destruction of Personal Data, and unlawful access to or processing of Client Data, taking into account the state of the art. Appropriate, reasonable technical and organisational measures are subject to technological progress over time but will, at a minimum, include:

9.4.3.1. Data encryption at rest and in transit;

9.4.3.2. Physical access controls;

9.4.3.3. Controls for the provisioning and de-provisioning of access to systems;

9.4.3.4. Enforced, minimum password requirements;

9.4.3.5. Two-factor authentication;

9.4.3.6. Logical separation of Client Data;

9.4.3.7. Secure by design principles in software development;

9.4.3.8.   Pseudonymisation (where appropriate);

9.4.3.9.   Security and data privacy awareness training;

9.4.3.10.   Information security policies, which will be reviewed and updated annually at a minimum; and

9.4.3.11.   Business continuity and disaster recovery measures.

9.4.4.   We will also maintain reasonable measures to identify all reasonably foreseeable internal and external risks to Client Data in our possession, establish and maintain appropriate safeguards against the risks identified, regularly verify that the safeguards are effectively implemented and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards. In doing so, we will have due regard to generally accepted information security practices and procedures which may apply to us or be required in terms of specific industry or professional rules and regulations.

9.4.5.   We will maintain disaster recovery, business continuity and incident response plans for the Root Insurance Platform and Root Platform Services, which will be tested, reviewed and updated at least annually.

9.4.6.   You are responsible for:

9.4.6.1.   managing your Users' access rights, including privileged access, to your Root Organisation and their Root Accounts;

9.4.6.2.   ensuring that your machines, devices and networks are secured;

9.4.6.3.   ensuring the supervision, management, and control of the use of the Root Services by your personnel, including Users;

9.4.6.4.   developing your own disaster recovery and business continuity plans that address the inability to access or utilise Root Services;

9.4.6.5.   implementing appropriate controls to ensure that only authorised user access and change requests are communicated to us; and

9.4.6.6.   ensuring that you have in place any other appropriate internal security controls relating to accessing your Root Organisation and your use of the Root Services.

9.5.   AUDIT

9.5.1.   You may audit our compliance with this MSA, provided that:

9.5.1.1.   You provide us with 10 calendar days' written notice of your intention to audit;

9.5.1.2.   When carrying out an audit, you do so at your own cost, once per year only and during our normal business hours; and

9.5.1.3.   You take reasonable steps to minimise disruption to our operations and observe all our procedures relating to the protection of Confidential Information about or belonging to us, our employees, partners, clients or other third parties.

9.5.2.   We will comply with all reasonable requests during the audit to enable you to verify our compliance with this MSA. Where you request information regarding our internal controls and measures, we will provide such information in the form of pre-prepared reports and documents, which must be used in the first instance.

9.6.   INSURANCE

For the duration of the MSA, we will maintain insurance policies with reputable insurance companies against risks that would normally be insured against by a prudent businessperson in connection with the services provided under this MSA.

9.7.   THIRD-PARTY SERVICES

9.7.1.   The Root Services may enable you to connect your Product Modules to Third-Party Services. We may have no control over any of these Third-Party Services, which are provided by companies or persons other than us.

9.7.2.   We are not responsible for the availability of any such Third-Party Services and do not endorse any advertising, products or other materials in relation to them.

9.7.3.   We are not liable for (and you indemnify us from) any loss or damage which may be incurred by you, any Users or any End Users as a result of the availability of those Third-Party Services, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials relating to such Third-Party Services.

10.   LIABILITY

10.1.   INDEMNITY

10.1.1.   We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the Root Services, when used by you as authorised under this MSA, infringes or misappropriates the intellectual property rights of a third party (a **Claim Against You**), and will indemnify you for any damages, legal fees and costs finally awarded against you as a result of, and for amounts paid by you under a settlement of, a Claim Against You; provided that you:

10.1.1.1.   promptly give us written notice of the Claim Against You;

10.1.1.2.   permit us to control the defence and settlement of the Claim Against You (provided that we may not settle or defend any Claim Against You unless it unconditionally releases you of all liability); and

10.1.1.3.   provide to us all reasonable assistance, at our expense.

10.1.2.   In the event of a Claim Against You, or if we reasonably believe that the Root Services may infringe or misappropriate the intellectual property rights of a third party, we may in our discretion and at no cost to you:

10.1.2.1.   modify the Root Insurance Platform and/or Root Services so that they no longer so infringe or misappropriate;

10.1.2.2.   obtain a licence from such third party for your continued use of the Root Services in accordance with this Agreement; or

10.1.2.3.   terminate this Agreement or any Service Order upon 30 days' written notice.

10.1.3.   You will defend us against any claim, demand, suit, penalty, fine or proceeding made or brought against us by a third party arising from or in any way related to your breach of the MSA, your use of the Root Insurance Platform or Root Services in breach of this MSA, your violation of applicable laws, rules or regulations in connection with the Root Insurance Platform or Root Services, your Applications, the negligent or wilful misconduct of your employees, contractors or agents, or contractual or other relationships between you and any User or End User (each, a **Claim Against Root**), and will indemnify us for any damages, legal fees and costs finally awarded against us as a result of, and for amounts paid by us under a settlement, of a Claim Against Root; provided that we:

10.1.3.1.   promptly give you written notice of the Claim Against Root;

10.1.3.2.   permit you to control the defence and settlement of the Claim Against Root (provided that you may not settle or defend any Claim Against Root unless it unconditionally releases us of all liability).

10.1.3.3.   provide to you all reasonable assistance, at your expense.

10.2.   WARRANTY

Each Party represents and warrants that it has the full power, legal right and authority to enter into and perform its obligations under this MSA, and that the person signing any agreements or otherwise accepting this MSA on its behalf is duly authorised to do so.

10.3.   LIMITATION OF LIABILITY

10.3.1.   Each Party's total liability in relation to any claims, costs, losses, liabilities, damages, penalties or expenses or as a result of or pertaining to any claim, interdict, proceedings or other legal process arising out of or related to this MSA (whether in contract or delict or under any other theory of liability) (**Claims**) shall not exceed (in aggregate for all Claims) the Fees paid by you to us in the 12 months preceding the event giving rise to the Claim. This clause does not apply in respect of a breach of any provisions in clause 4.2. (Restrictions) or clause 8.1. (Intellectual Property Rights), or claims for payment of outstanding Fees.

10.3.2.   Neither Party (nor a Party's subsidiaries and Affiliates) shall be liable to the other Party for any indirect, incidental, special, consequential or exemplary damages which may be incurred by the other Party, however caused and under any theory of liability. This includes any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any

loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss. The limitations in this clause shall apply whether or not either Party has been advised of or should have been aware of the possibility of any such losses arising.

10.3.3. Neither Party excludes or limits liability to the other Party for any matter for which it would be unlawful to exclude liability.

11. DISPUTE RESOLUTION

11.1. GOVERNING LAW

This MSA, and our relationship under it, is governed by and construed in accordance with the governing laws listed in the table below, based on the country or region that your Account Country is in. Any dispute arising out of or in connection with this MSA will be subject to the exclusive jurisdiction of the corresponding governing courts listed for that country or region.

Country/Region	Governing Laws	Governing Courts
UK, EEA, Middle East, Asia or Oceania	The laws of England and Wales	The courts of England and Wales
Africa	The laws of the Republic of South Africa	The High Court of South Africa (Western Cape Division, Cape Town)
Any country that is not in a region listed in this table	The laws of England and Wales	The courts of England and Wales

11.2. INFORMAL RESOLUTION

If any dispute, controversy, or claim relating to this MSA or any Service Order arises, including regarding the formation, interpretation, breach or termination thereof (a **Dispute**), the aggrieved Party will notify the other Party thereof in writing. The Parties will first try to resolve the Dispute by good faith informal negotiations between their authorised representatives. If the Dispute is not resolved within 60 calendar days of such notice, the Parties must refer any Dispute to be resolved in accordance with clause 11.3. below.

11.3. ARBITRATION

If your Account Country is in any region other than Africa:

11.3.1. Any Dispute not resolved in terms of clause 11.2. will be finally determined and settled by arbitration. The arbitration shall be conducted by one arbitrator, in accordance with the UNCITRAL Rules of Arbitration in effect at the time of the arbitration, except as they may be modified herein or by agreement between the Parties. The seat of the arbitration will be London, United Kingdom and proceedings will be held in English. The Parties agree to seek agreement on the identity of the sole arbitrator within 30 days after the initiation of

arbitration. If the Parties do not reach agreement on the sole arbitrator, then the appointment of the sole arbitrator will be made by the London Court of International Arbitration.

11.3.2.   The arbitration proceedings, the hearing and any award made will be confidential. The arbitration award will be final and binding on the Parties. Nothing in this clause prevents either Party from approaching a court to seek urgent, interim relief.

If your Account Country is in Africa:

11.3.3.   Any Dispute not resolved in terms of clause 11.2. must be referred for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor body nominated in writing by it in its stead) (**AFSA**). The mediation will take place in Cape Town, South Africa. The Parties agree to seek agreement on the identity of the mediator within 30 days after the initiation of mediation. If the Parties do not reach agreement on the mediator, then the appointment of the mediator will be made by AFSA.

11.3.4.   If mediation fails, the Parties must refer the Dispute for resolution by arbitration. The Dispute will be finally determined and resolved by arbitration in accordance with the Rules of the AFSA by an arbitrator appointed by the AFSA. The arbitration shall be conducted by one arbitrator. The seat of the arbitration will be Cape Town, South Africa and proceedings will be held in English.

11.3.5.   The arbitration proceedings, the hearing and any award made will be confidential. The arbitration award will be final and binding on the Parties. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the Parties. Nothing in this clause prevents either Party from approaching a court to seek urgent, interim relief.

12.   MISCELLANEOUS

12.1.   AMENDMENTS

12.1.1.   We may amend this MSA from time to time by providing you with at least 14 calendar days' written notice. If you object to an amendment, you must notify us in writing within the 14 day notice period. We will engage with you in good faith to address the objection.

12.1.2.   If the objection is unresolved, you may choose for the existing version of this MSA to continue to govern your access to, and use of the Root Services until the next renewal of your then-current Service Order. Upon renewal, the latest version of the MSA will apply going forward.

12.2.   NOTICES

12.2.1.   The Parties choose the addresses, both physical and email, set out in the most recent Service Order between them as their addresses for the purposes of the service of legal process under this MSA. The Parties may change such addresses by notifying the other Party in writing.

12.2.2.   We may provide you with notices relating to your access to the Root Insurance Platform, use of the Root Services or other notices we are required to provide to you by email to the

address provided in a Service Order. Any such notices will have been deemed to have been received by you within 48 hours of the time of sending the email notice.

address provided in a Service Order. Any such notices will have been deemed to have been received by you within 48 hours of the time of sending the email notice.

12.3. ASSIGNMENT

Neither of us may assign any of our rights or obligations under this MSA, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either of us may assign the entirety of our rights and obligations under this MSA, without consent of the other Party, to an 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 and/or any Service Order upon written notice to the assigning Party.

12.4. FORCE MAJEURE

Neither of us will be liable for any delays or nonperformance caused by telecommunications, utility, or equipment failures; labour strife, riots, war, or terrorist attacks; nonperformance of vendors or suppliers; pandemics, epidemics; fires or acts of nature; or any other event over which the respective Party has no reasonable control. However, nothing in this section will excuse any liability or obligation to pay Fees for Root Services that have been provided under this MSA.

12.5. NO AGENCY

The parties are independent contractors, and nothing in this MSA creates an agency, partnership or joint venture.

12.6. NO WAIVER

You agree that if either of us do not exercise or enforce any legal right or remedy which is contained in the MSA (or which either of us has the benefit of under any applicable law), this will not be taken to be a formal waiver of either of our rights and that those rights or remedies will still be available to each of us.

12.7. WHOLE AGREEMENT

The MSA, as supplemented by Service Orders, constitutes the whole legal agreement between you and us governing your use of Root Services, and completely replaces any prior agreements between you and us in relation to the Root Services.

12.8. SEVERABILITY

If any provision or portion of this MSA is held to be invalid or unenforceable under any applicable law, then such provision shall be severed from this MSA and all remaining provisions will continue in full force and effect.

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Annexure A: Standard Service Levels

1. SUPPORT

1.1. **DEFINITIONS**

    1.1.1. Unless agreed otherwise, **Office Hours** means:

        1.1.1.1. **if your Account Country is the UK:** 08:00 to 17:00 UK local time on weekdays, excluding bank holidays; or

        1.1.1.2. **if your account Country is in Africa, EEA, Middle East, Asia or Oceania or any other country that is not in a region listed:** 08:00 to 17:00 UTC+2 on weekdays, excluding South African public holidays.

1.2. **EMAIL SUPPORT**

    1.2.1. For common support queries or requests, Users should first consult the Documentation, which is intended to provide the most efficient way to resolve such queries. If the query is not addressed in the Documentation, or if relevant Documentation is unavailable, Users may contact us for further assistance.

    1.2.2. We will provide email support to you and your Users for live production environments in your Root Organisation(s) during Office Hours. We will respond to email support requests within 8 hours during Office Hours.

    1.2.3. You are solely responsible for providing support to your End Users.

2. SERVICE AVAILABILITY

2.1. **AVAILABILITY**

    2.1.1. We will take commercially reasonable endeavours to achieve a 100% Core Services uptime availability level. While we cannot guarantee 100% uptime, we undertake to provide a minimum **99.9%** Core Services monthly uptime availability level, calculated as follows:

$$Availability \% \ = \frac{(AST - DT)}{AST} X \ 100$$

    AST = the number of seconds in each calendar month (calendar months are from the 1st day of each month to the last, and measured in the UTC time zone).
    DT = downtime, which is measured in seconds from the time the Core Services are unavailable until restored.

    2.1.2. The above availability service level commitment does not include unavailability to the extent due to:

2.1.2.1. your use of the Root Insurance Platform and/or the Root Services in a manner not authorised by, or in breach of this MSA;

2.1.2.2. your equipment, software, network connections or other infrastructure;

2.1.2.3. force majeure events or other factors outside of our reasonable control, including internet access or related problems or the unavailability of Third-Party Services;

2.1.2.4. scheduled downtime; and

2.1.2.5. emergency maintenance in terms of paragraph 2.1.5.

2.1.3. The availability service level commitment does not apply to Third-Party Services, Beta Services, Free Trials or sandbox environments.

2.1.4. We will be required to perform maintenance on the Root Insurance Platform and Root Platform Services from time to time. Maintenance will be scheduled outside of the hours of 06:00 to 17:00 (UTC) where reasonable, and we will use reasonable commercial efforts to minimise downtime during any such maintenance period. We will provide you with no less than 5 days' advance notice of any scheduled maintenance that may cause a material interruption to the Root Platform Services. We will not be required to notify you of maintenance that does not reasonably foreseeably have a material impact on the security, functionality or availability of the Root Insurance Platform or Root Platform Services.

2.1.5. Emergency unscheduled maintenance may be performed without advance notice when reasonably necessary to protect the security, integrity or availability of the Root Platform Services. We will notify you as soon as reasonably possible in such cases.

2.2. **ISSUE REPORTING**

If the Root Platform Services become unavailable, or otherwise are no longer functioning correctly you must report the issue as soon as reasonably possible by either:

2.2.1. submitting a support ticket to support@rootplatform.com; or

2.2.2. logging a support ticket via the Root Help Centre at https://support.root.co.za/hc/en-gb.

3. INCIDENT RESPONSE

3.1. Incidents will be categorised, reported and resolved by Root in line with the problem severity definitions and response and restoration time frames below:

Incident severity level	Definition of severity	Response (human acknowledgement of the issue report)	Restoration Target* (from Response)
Priority 1 (High)	Any unplanned interruption of the Root Platform Services that results in a complete loss of access to, or failure of, any Core Services. Examples: A complete system outage or failure, the inability to execute any single Core Service.	Within 1 hour (Office Hours)	4 hours
Priority 2 (Medium)	Any unplanned interruption of the Root Platform Services that results in a loss of access to, or failure of, or degradation of the Root Platform Services. This includes where the performance, stability, or non-critical functionality of the Root Platform Services are usable but impaired. Examples: A Portal is usable but Users experience intermittent errors.	Within 2 hours (Office Hours)	24 hours
Priority 3 (Low)	All other issues relating to the Root Insurance Platform or Root Platform Services. Examples: Minor user interface issues.**	Within 4 hours (Office Hours)	72 hours or another time frame indicated by us in writing.

Notes:
*Time spent waiting for inputs from you is excluded from incident restoration target time calculations.
**Feature requests are not regarded as issues.

3.2. In certain cases, an issue you submit may not qualify as an incident in terms of the table above, depending on the cause. In those cases, we close the incident and will send you a notification explaining the reason why.