

SEDNA ONLINE MASTER SERVICES AGREEMENT

This Master Services & Subscription Agreement is entered into by and between the customer identified on the Order Form (“**Customer**”) and the SEDNA entity identified on the Order Form (“**SEDNA**”) and is effective as of the date Customer signs this Agreement (the “**Effective Date**”) and replaces and supercedes all and any Master Services and Subscription Agreements going forward as it relates to after the Effective Date. SEDNA and Customer are together referred to as the “**Parties**” and individually as a “**Party**”.

This document and the associated Order Form are together referred to as the “**Agreement**” and incorporate by reference the SLA and the DPA.

The Agreement governs the use of the SEDNA Platform and the provision of services by SEDNA. If Customer does not agree to the terms of this Agreement, Customer may not use the SEDNA platform and services.

In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) applicable Order Form, (2) the DPA, (3) the SLA, (4) this document.

1. DEFINITIONS AND INTERPRETATION

1.1. **Defined Terms.** As used in this Agreement, and unless elsewhere defined, the following terms shall have the following meanings:

- a) “**Affiliate**” means, with respect to either Party, such Party and any other entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, that Party.
- b) “**Aggregate Data**” means Anonymous Data and data derived from compiling, combining or incorporating such Anonymous Data with or into other similar data and information available, derived or obtained from other customers, clients, licenses or user of the SEDNA Platform, or otherwise to permit SEDNA to provide the SEDNA Platform. Aggregate Data is derived from Customer’s usage of the SEDNA Platform and Services and shall not contain any proprietary information provided by Customer or any Confidential Information.
- c) “**Anonymous Data**” means the anonymous data related to the SEDNA Platform that is derived from the anonymization and aggregation of Customer Data.
- d) “**Authorised User**” means an employee, agent or independent contractor of Customer or any of its Affiliates who is authorised by Customer to use the SEDNA Platform.
- e) “**Confidential Information**” means all confidential information disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**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 the disclosure. Confidential Information includes this Agreement as well as inventions, know-how, trade secrets, business and marketing plans, technology and technical information, financial data, customer lists, product plans and designs and business processes disclosed by such Party. Where the Disclosing Party is SEDNA, Confidential Information shall include the SEDNA Platform, all cryptographic algorithms, all trade secrets and all business sensitive information (including but not limited to harbour- and distance data) embodied in the SEDNA Platform.

Notwithstanding the foregoing, Confidential Information does 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.

- f) **“Control”** means the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the equity or voting rights in such entity, the right to appoint a majority of its board of directors or other equivalent body, by contract or otherwise, whether directly or indirectly. The term **“Controlled”** has a correlative meaning.
- g) **“Customer”** means the company executing the Order Form, for its own benefit and, where applicable, for the benefit of one or more of its Affiliates, as specified in the relevant Order Form.
- h) **“Customer Data”** means any information that is provided by Customer in the course of Customer’s use of the Services.
- i) **“Documentation”** means any technical specification documentation, technical product descriptions, user guides and technical integration guides relating to SEDNA Platform and Services provided by SEDNA to Customer, as updated from time to time, including those available at www.sedna.com/documentation/ and/or <https://docs.dataloy.com/>.
- j) **“DPA”** means the Data Processing Agreement available at <https://sedna.com/data-processing-agreement/> for SEDNA and [https://dataloy-cloud.atlassian.net/wiki/spaces/DKB/blog/2018/06/22/145162241/GDPR+](https://dataloy-cloud.atlassian.net/wiki/spaces/DKB/blog/2018/06/22/145162241/GDPR+Statement+for+Dataloy+products) Statement for Dataloy products.
- k) **“Force Majeure Event”** means any event outside a Party’s reasonable control that delays the performance of such Party’s obligations under this Agreement, including without limitation failures of the internet or any public telecommunications network, failures of any hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, epidemics, explosions, fires, floods, riots, terrorist attacks and wars, but excluding general economic conditions or other general market effects.
- l) **“General Data Protection Regulation”** or **“GDPR”** means, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC as amended, replaced or superseded.
- m) **“Intellectual Property Rights”** all intellectual property rights of any nature in or related to the SEDNA Platform or Services whether registered, registrable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know-how, and includes any upgrades or modifications to the same.
- n) **“Order Form”** means each document by which Customer purchases Services and its subscription to the SEDNA Platform pursuant to this Agreement, including any product schedule. Each Order Form is governed by the terms of this document.
- o) **“Representative”** means an employee, officer, director, shareholder, consultant or professional adviser of a Party or of any of its Affiliates.
- p) **“SEDNA Platform”** means SEDNA’s proprietary software the use of which is granted to Customer pursuant to this Agreement, with such specific products being set out in the Order Form.
- q) **“Services”** means Support Services and any other implementation services to be provided by SEDNA pursuant to a mutually agreed Order Form (such as data conversion, site planning, configuration, transition, integration, software training, project management and other consulting services).
- r) **“SLA”** means the Service Level Agreement specifying SEDNA’s service level commitments which can be found at:
 - i) Standard Tier Subscription: [link](#)
 - ii) Professional or Enterprise Tier Subscription: [link](#)
 - iii) For Dataloy products: [link](#)
- s) **“Subscription Start Date”** is the date specified in the relevant Order Form.

- t) **“Support Services”** means the maintenance and support services provided by SEDNA to Customer as specified in the SLA.
- u) **“Taxes”** means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, indirect, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.
- v) **“Term”** means the Initial Term plus any Renewal Term(s) as specified in Section 11 of this Agreement.
- w) **“Usage Limits”** means any limitation that Services are or may be subject to as set out in the relevant Order Form.

1.2. **Headings.** The headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

2. SEDNA PLATFORM AND SERVICES

2.1. **Right to Use.** Subject to the terms of this Agreement, SEDNA grants Customer a non-exclusive right to use the SEDNA Platform and Services solely for Customer’s internal business purposes. Customer’s use of the SEDNA Platform and Services shall be subject to any Usage Limits and other specific terms in the applicable Order Form.

2.2. **Affiliates.** Customer may supply and extend the benefit of this Agreement to its Affiliates. Alternatively, Customer may direct that an Affiliate must enter into an Order Form with SEDNA which shall be subject to and incorporate the terms of this Agreement. Any breaches of Customer’s obligations by any of its Affiliates will be enforceable against Customer.

2.3. **Service Level Agreement.** SEDNA will provide the SEDNA Platform and related Support Services in accordance with the terms of the SLA.

2.4. **Services – Customer Obligations.** SEDNA will provide such Services to Customer as are specified in the Order Form, subject to any change requests that are agreed in writing by both Parties. Customer agrees to cooperate with SEDNA and provide the information and access to facilities that SEDNA reasonably requires. Customer further agrees to:

- a) review documents, test software, and provide feedback in a timely manner, and in accordance with the agreed timelines, if any, and to sign off, make decisions, and take all other actions required to enable SEDNA to complete the Professional Services in a timely and efficient manner; and
- b) ensure that all premises visited by SEDNA Representatives and subcontractors are safe and accessible.

2.5. If Customer delays the performance of any of its obligations set out in this Agreement, there will be an excusable delay in SEDNA’s delivery of the Professional Services, provided that: (i) the fees, milestones and delivery date(s) set out in the applicable Order Form are accordingly revised; (ii) Customer’s delay does not exceed 60 days. If the delays exceed 60 days, other than in the case of a Force Majeure Event, SEDNA may terminate this Agreement with immediate effect.

2.6. **SEDNA Platform – Customer Obligations** Customer agrees that it will not itself, and will not permit others to:

- a) transfer, sub-license, sell, rent, lend, lease or distribute all or any part of the SEDNA Platform, Services or any Intellectual Property Rights in the SEDNA Platform or otherwise make the SEDNA Platform available to others other than Customer and its Authorised Users;
- b) do anything which could reasonably be expected to damage, disable, overburden, materially impair or undermine the performance and security of the SEDNA Platform or Services;
- c) store, distribute or transmit any material during the course of use of the Services that is unlawful, harmful, threatening, defamatory, obscene or infringing on copyright or any other Intellectual Property Rights, or in breach of applicable privacy and anti-spam laws;

- d) use the Services for any activity which violates any laws or Acceptable Use Policy at <https://www.sedna.com/acceptable-use-policy> or for any purpose or in any manner not expressly permitted in this Agreement;
- e) decompile, disassemble or reverse-engineer the underlying software or application that is part of the Services or otherwise attempt to derive its source code or create any derivative works of the SEDNA Platform not authorised by SEDNA;
- f) access the SEDNA Platform or Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
- g) modify the SEDNA Platform in any way not authorised by SEDNA;
- h) remove or obscure any proprietary notices or labels on the SEDNA Platform; or
- i) infect the SEDNA Platform with viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the SEDNA Platform.

2.7. Other Responsibilities. Customer shall ensure that:

- a) Authorised Users will use the SEDNA Platform and Services in accordance with the terms and conditions of this Agreement and the applicable Order Form;
- b) it only accesses the Services using the provided account credentials, passwords and web addresses (URLs) or via the SEDNA application programming interface (API), if applicable, which Customer shall use within the guidelines provided by SEDNA;
- c) it maintains the security of Customer's and its Authorised Users' accounts at all times, including but not limited to keeping any passwords or other account credentials safe and taking precautions to ensure that passwords are changed regularly;
- d) it immediately informs SEDNA if passwords or other credentials are compromised in any way;
- e) it has adequate computing and network resources to make proper use of the SEDNA Platform and Services;
- f) it complies with its obligations set out below in Section 6 regarding data privacy; and
- g) the use of the Services by any third party (except as set out in section 2.2) is first approved by SEDNA, and the third party agrees to be bound by the Agreement.

3. DATA PRIVACY AND PROTECTION

- 3.1. **Data Protection.** Each Party undertakes to comply with its obligations under relevant applicable data protection laws, regulations and guidelines (including GDPR and the California Consumer Privacy Act of 2018) and the terms of the DPA. To the extent that personal information is processed when Customer or Authorised Users use the SEDNA Platform or Services, the Parties acknowledge that Customer and its Affiliates are the data controller SEDNA and its Affiliates are a data processor. SEDNA has further executed appropriate sub-processing agreements with the sub-processors listed at <https://sedna.com/list-of-sub-processors/>, such list to be updated by SEDNA from time to time.
- 3.2. **Customer Data.** Customer acknowledges that the collection and submission of Customer Data is the sole and exclusive responsibility of Customer. In relation to any and all personal information comprised within Customer Data, Customer warrants that such personal information has been obtained and supplied to SEDNA in compliance with applicable laws, including but not limited to GDPR. Customer warrants that it has obtained all necessary consents and approvals from users that are necessary to permit SEDNA to provide the Services under this Agreement. Customer further acknowledges and agrees that, if Customer uses the SEDNA Platform to store, process or transmit any sensitive personal information within the meaning of GDPR, Customer has explicit consent of the data subject to process such information.
- 3.3. **Customer Data Use.** SEDNA may copy, store, retain Customer Data on SEDNA's servers in the European Union for the sole purpose of providing the Services to Customer and in accordance with the terms hereof. SEDNA will ensure that any of its Representatives dealing with Customer Data will be made aware of the confidentiality and restrictions on the use of Customer Data and agree to be bound by them, and that SEDNA is liable for any breach of the same by any such Representatives.

3.4. **AI features.** SEDNA may offer additional features to Customer that use artificial intelligence and/or machine learning (“**AI Features**”). All AI Features will be on an opt-in basis. SEDNA warrants to Customer that:

- a) any training data used to train or improve any AI Feature, including without limitation any foundation models or algorithms that generate output, is owned and/or licensed by SEDNA and SEDNA has all rights needed to use such data for the purposes that the data is used for; and
- b) the training data shall not violate any applicable laws;
- c) SEDNA shall not use any Customer Data or output to train, retrain, or improve any third party product that generate output; and
- d) SEDNA shall not use any Customer Data or output for the benefit of any third parties.

4. PAYMENT AND INVOICING

4.1. **Fees.** Customer shall pay for the Services in accordance with this Agreement and as specified in the Order Form. Customer must at all times provide SEDNA with valid, up-to-date and complete contact and billing details. All fees (“**Fees**”) are billed annually in advance, unless otherwise stated in the applicable Order Form.

4.2. **Invoicing and Payment.** All Fees are invoiced as follows:

- a) with respect to the initial billing period, the Fee will be billed immediately on signing of the Order Form; and
- b) with respect to any subsequent billing periods, annually on the anniversary of the Subscription Start Date.

All Fees are due within the applicable payment period set out in the Order Form. All payments must be paid in full without any set-off and Fees paid are non-refundable except as otherwise set out in this Agreement. All payments must be made in United States Dollars unless otherwise stated in the invoice.

4.3. **Late Payment.** If any amounts are not received by SEDNA by the date specified in the Order Form (unless subject to good faith dispute), then such charges shall accrue late interest at a rate of 1% per month of the outstanding balance or the maximum rate permitted by law (whichever is lesser), from the date the payment was due until the date the outstanding amount is paid. If Customer does not pay the fees within 30 days after the date the payment was due, SEDNA may, without limiting its other rights and remedies, suspend Customer’s access to the SEDNA Platform and Services, in whole or in part, until such amounts are paid in full (subject to giving Customer at least 10 days’ prior notice of such suspension). SEDNA may terminate the Services if such non-payment persists for 60 days after the date the payment was due.

4.4. **Taxes.** Unless otherwise stated, Fees do not include any Taxes. Customer is responsible for paying all Taxes associated with the Services. If SEDNA has an obligation to pay or collect any Taxes associated with the Services for which Customer is responsible, then the appropriate amount shall be included in the invoice and Customer agrees to pay such amount. SEDNA is solely responsible for taxes assessable against it based on its income, property and employees.

4.5. **Usage Limits.** Customer shall use the Services within the Usage Limits. If Customer exceeds the Usage Limits, SEDNA may work with Customer to seek to reduce Customer’s usage so that it conforms to those limits. If, notwithstanding SEDNA’s efforts, Customer is unable or unwilling to abide by the Usage Limits, Customer will execute a further Order Form for additional quantities of the applicable Services promptly upon SEDNA’s request and pay any invoice for excess usage in accordance with the pricing set out in the original Order Form.

4.6. **Travel and Expenses.** SEDNA shall invoice Customer for travel and other reasonable business expenses related to services during the Term, when incurred at Customer’s request. Such expenses must be approved in advance by Customer.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. **SEDNA Platform and Services.** Subject to the limited rights expressly granted hereunder, SEDNA reserves all rights, title and interest in and to the SEDNA Platform and Services and all

modifications and improvements to the SEDNA Platform (including Aggregate Data). Except as expressly stated in this Agreement, this Agreement does not grant Customer any rights to, or in, any Intellectual Property Rights in respect of the SEDNA Platform or Services. Customer hereby acknowledges and agrees that SEDNA and/or its licensors own all Intellectual Property Rights in all materials connected with the SEDNA Platform and Services.

- 5.2. **Customer Data.** Customer reserves all rights, title and interest in and to Customer Data, and subject to the limited rights granted by Customer hereunder, SEDNA acquires no right, title or interest from Customer under this Agreement in or to Customer Data or any Intellectual Property Rights therein. Customer grants SEDNA a limited license to copy, transmit, display and modify Customer Data, solely as necessary for SEDNA to provide the Services to Customer under this Agreement, for the improvement of the Services, as well as to derive Aggregate Data in connection with providing the Services.

6. CONFIDENTIALITY

- 6.1. **Confidentiality.** The Parties agree to hold all Confidential Information in confidence for the duration of this Agreement and after its expiration or termination, and to use the Confidential Information solely for the purpose of this Agreement and not to disclose such Confidential Information, except as permitted in this, to anyone other than their employees, advisors and service providers with a bona fide need to know and who are subject to confidentiality obligations of at least equal force. Additionally, each Party agrees to use at least that degree of care which it uses to protect its own information of a similar proprietary nature, but in no event less than reasonable protection. This section does not apply to Confidential Information which the Receiving Party is required by law to disclose, provided that the Receiving Party exercises its best efforts to provide the Disclosing Party with prompt prior written notice and an opportunity to contest such disclosure and discloses such Confidential Information only as and to the extent required by law.
- 6.2. **Feedback.** To the extent Customer provides any suggestion, idea, enhancement requests, recommendations or comments to SEDNA (“**Feedback**”), such Feedback will not be considered Confidential Information and SEDNA will have the unrestricted right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to Customer. Customer will have no intellectual property rights in any developments arising from any Feedback.
- 6.3. **Usage and Performance.** SEDNA shall have the right to collect, track and analyse data and other information relating to the provision, use, and performance of the SEDNA Platform and Services including data derived from Customer Data for the purpose of enhancement of SEDNA Platform and Services. Aggregated Data collected by SEDNA for monitoring, provision, usage and performance of the SEDNA Platform by Customer (or for any other internal business purpose) will not be considered Customer Data nor Customer’s Confidential Information.
- 6.4. **Engagement Research.** During the course of this Agreement, SEDNA may request to carry out user engagement research. Such research shall involve an in-person or via virtual video interview (the “**Interview**”) with a User (the “**Interviewee**”) by a member of SEDNA’s research staff. During the course of the Interview, SEDNA shall gather Feedback to help SEDNA to improve the SEDNA Platform and Services. All Interviews are optional. SEDNA will only proceed with an Interview with the Interviewee in the event that the Interviewee has actively opted in to take part, and the Interviewee shall at all times have the right to opt-out of the Interview at any time before and during the Interview. The Interviewee shall also have the right to remove all personal data from any research or reports deriving from the Feedback after the Interview.

7. LIMITED WARRANTY

- 7.1. **SEDNA Warranty.** SEDNA warrants that during the term of this Agreement, the SEDNA Platform and Services will materially perform and be performed in accordance with the specifications in the applicable Documentation. This warranty is given to Customer only and is void to the extent that any malfunction or failure occurs due to: (i) the SEDNA Platform not being used by the Authorised Users in accordance with this Agreement; (ii) the malfunctioning of Customer’s or third party’s hardware or software; (iii) any breach by Customer of any of its obligations under this Agreement which impacts the functionality or performance of the SEDNA Platform or delivery of the Services; or (iv) a Force Majeure Event.

- 7.2. **Remedy.** Customer must report any warranty claims to SEDNA within 30 days of the delivery of the related Services. Customer's sole and exclusive remedy with respect to any breach of the warranty under Section 7.2 will be that SEDNA will correct the breach of the warranty within a commercially reasonable period.
- 7.3. **GENERAL DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN THIS SECTION, SEDNA MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SEDNA PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR ENTIRELY SECURE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY

- 8.1. **Exclusions.** Nothing in this Agreement excludes or limits either Party's liability for:
- a) death or personal injury caused by the other Party's negligence;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability which cannot lawfully be excluded or limited.
- 8.2. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND REVENUES, LOSS OF DATA, THE COST OF SUBSTITUTE SERVICES, DEPLETION OF GOODWILL. SEDNA WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR INSTRUCTIONS PROVIDED BY CUSTOMER IN CONNECTION WITH SEDNA'S PERFORMANCE OF THIS AGREEMENT OR ANY ACTION TAKEN BY SEDNA AT CUSTOMER'S DIRECTION. THE ABOVE EXCLUSION APPLY TO LIABILITY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3. EACH 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 (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION, OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAYABLE FOR THE USE OF THE SEDNA PLATFORM AND SERVICES DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

9. INDEMNIFICATION

- 9.1. **Indemnification by SEDNA.** SEDNA will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the SEDNA Platform and Services in accordance with this Agreement infringes or misappropriates such third party's copyright, trademark or patent (a "**Claim Against Customer**"), and will indemnify Customer from any direct damages, reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement of, a Claim Against Customer, provided that Customer (i) promptly gives SEDNA written notice of the Claim Against Customer, (ii) gives SEDNA sole control of the defence and settlement of the Claim Against Customer, and (iii) gives SEDNA all reasonable assistance, at SEDNA's expense. If such Claim Against Customer has occurred, or in SEDNA's opinion is likely to occur, Customer agrees to permit SEDNA, at SEDNA's sole option and expense, either to procure for Customer the right to continue using the SEDNA Platform and Services or to replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available, terminate the Agreement and refund to Customer any prepaid unused fees as of the date of termination.
- 9.2. **Indemnification by Customer.** Customer will defend SEDNA against any claim, demand, suit or proceeding made or brought against SEDNA by a third party alleging that Customer Data, or Customer's use of the SEDNA Platform or Services in breach of this Agreement infringes or

misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against SEDNA**"), and will indemnify SEDNA from any damages, reasonable attorney fees and costs finally awarded against SEDNA as a result of, or for any amounts paid by SEDNA under a court-approved settlement of, a Claim Against SEDNA, provided that SEDNA (i) promptly gives Customer written notice of the Claim Against SEDNA, (ii) gives Customer sole control of the defence and settlement of the Claim Against SEDNA, and (iii) gives Customer all reasonable assistance, at Customer's expense.

- 9.3. **Exclusive Remedy.** This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. TERMINATION

- 10.1. **Term.** Unless the Order Form stipulates otherwise, the initial term of the Agreement shall be one year starting from the Effective Date ("Initial Term"). This Agreement shall be automatically renewed for additional periods equal to the Initial Term (each a "Renewal Term") until either Party provides written notice of intent not to renew at least 30 days prior to the expiration date of the Initial Term or the then-current Renewal Term, if any.
- 10.2. SEDNA may from time to time modify this Agreement and any referenced policies or other documents. Such modifications shall be published on SEDNA's website and shall be legally binding for Customer as from the next Renewal Term.
- 10.3. **Termination for Cause.** This Agreement shall terminate forthwith in the event of: (i) a material breach of the Agreement that has not been cured within 30 days of notification by the innocent Party of such a breach; (ii) an order being made or resolution passed or a petition or court application being made for the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstructing or amalgamation) or if a receiver is appointed, or (ii) if either Party suspends payment generally, ceases to carry on business or make any special arrangement or compositions with its creditors. Additionally, non-payment by Customer of any Fees owed for a period exceeding 60 days from the due date shall entitle SEDNA to terminate this Agreement with immediate effect.
- 10.4. **Consequences of Termination.** Termination of this Agreement is without prejudice to any rights or obligations accrued by either Party up to and including the date of termination. Upon termination of this Agreement for any reason: (i) all of Customer's rights and licenses to use the Services will terminate; (ii) SEDNA will destroy Data without any compensation being payable to Customer; and (ii) prior to destroying Customer Data, SEDNA shall make it available to Customer for a period of no less than 30 days as follows:
- a) Customer Data kept in a database of SEDNA's application will be made available to Customer in the form of a database dump file (e.g. MySQL dump file); or
 - b) File-based Customer Data will be made available for copying through a secure high-availability file service such as Amazon AWS S3.

11. GENERAL

- 11.1. **Warranty:** Each Party represents and warrants that it has full capacity and authority to enter into and perform its obligations under this Agreement and that its signatory is duly authorised to execute this Agreement (and in the case of Customer, to bind Customer's Affiliates).
- 11.2. **Entire Agreement.** This Agreement describes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior understandings or agreements. The Parties agree that any term or condition stated in Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. Unless otherwise agreed to in writing by the Parties, each Order Form is independent from, and has no impact upon, any other Order Form. Each Order Form is enforceable according to the terms and conditions contained in such Order Form.
- 11.3. **Waiver and Severability.** Failure or delay by either Party to exercise its right or remedy provided under this Agreement does not mean a waiver of that or any right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. If any provision of

this Agreement is found to be invalid or unenforceable by a court, then it will be replaced with a provision that achieves the same purpose as the original to the maximum extent possible and the other provisions of this Agreement shall remain in force.

- 11.4. **No Third-Party Rights.** A person (whether natural, corporate or otherwise) who is not a party to this Agreement may not enforce any of its terms. For the avoidance of doubt, this clause shall not apply to any successors or permitted assigns of the Parties.
- 11.5. **Notices.** Any notices, reports or other communications required under this Agreement shall be in writing and shall be sufficient if delivered by hand, courier, mail, or email addressed to SEDNA or Customer at their respective addresses shown on the execution page of this Agreement, or to such other address as the Party shall advise the other Party in writing. Any such notices, reports or other communications shall be deemed to have been received by the Party to whom they were addressed upon delivery by hand, mail, courier, or email, when received.
- 11.6. **Assignment.** A Party will not, without prior written consent from the other Party (such consent not to be unreasonably withheld), assign, or transfer this Agreement, except in case of assignment to such Party's Affiliates or in connection with change of control, merger, corporate restructuring, sale of all or substantially all of such Party's assets provided that in each of the foregoing exceptions, (i) the assigning Party shall promptly notify the other Party of such assignment; and (ii) the assignee undertakes to comply with the terms of this Agreement.
- 11.7. **No Partnership.** This Agreement is not intended to and shall not create a partnership between Customer and SEDNA or authorize either Party to act as an agent for the other. Neither Party shall have the authority to in the name or on behalf of or otherwise bind the other in any way.
- 11.8. **Governing Law and Resolving Disputes.** This Agreement is governed by the laws of England and Wales, excluding its conflict of law provisions. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, which cannot be solved amicably amongst the Parties, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA) pursuant to the Arbitration Rules of the LCIA for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of arbitration shall be London. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.
- 11.9. **Survival of Certain Clauses.** All terms which by their nature survive termination, shall survive termination of this Agreement.
- 11.10. **Counterparts.** This Agreement may be executed in one or more separate counterparts and may be executed electronically. Each such counterpart will be considered an original, and all of which together will constitute one and the same instrument.

Signed on behalf of [Insert Sedna Entity]

Date _____

Signed on behalf of [Customer]

Date _____