



ADDENDUM

APPLICATION DEPLOYMENT AND SUPPORT

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1. Definitions and Interpretation

1.1 In the Contract:

Acceptable Use Policy	the policy of that name issued and revised by Passion Lab from time to time that governs how the Customer, any authorised affiliates and Authorised Users may access and use the Application;
Additional Services	any services provided by Passion Lab to the Customer other than any of the Support Services. Additional Services includes all services provided in respect of all reported Errors to which paragraph 17 applies or which are otherwise provided by or on behalf of Passion Lab under the Contract outside of the scope of the Support Services;
Authorised Users	an individual employee, customer or Consultant of Customer or of any affiliate of Customer, who is authorised by Customer to use the Application for the Permitted Purpose, regardless of whether or not the individual is actively using the Application at any given time and to whom Customer (or Passion Lab at Customer's request) has supplied a user identification and password, provided that no Authorised Users may be, nor work for a direct or indirect competitor of Passion Lab;
Availability Period	the initial period for which Customer has contracted to subscribe to the Application as specified in the Order, along with each Renewal Period;
Charges	the Support Fees, charges for Additional Services and any other charges (including costs and expenses) agreed between the parties as being payable by the Customer under the relevant Order;
Commencement Date	the date specified in the Order;
Customer Extensions	any configurations, business model flows and report designs created by the Customer and its Authorised Users by using the standard functionality embedded in the Application, to the extent reflecting or based upon Confidential Information of Customer or its affiliates;
Error	a verifiable failure of the Supported Application to materially conform with the Description of which a documented example has been provided by the Customer to Passion Lab and which is reproducible by Passion Lab;
Error Report Form	a report of an Error sent from the Customer to the Helpdesk substantially in the form set out in Schedule 1 with all fields adequately completed;
Helpdesk	the helpdesk and related services described in paragraph 11;
Inappropriate Material	any illegal or unethical content including content, data, or material that: (a) is offensive, abusive, threatening, harassing, discriminatory, obscene, depicts sexually explicit images; is defamatory, libellous, or otherwise objectionable, including content that promotes violence, hate speech, or unlawful activities; (b) violates or infringes the Intellectual Property Rights, privacy rights, or other legal rights of any third party, including copyrighted works, trademarks, patents, or trade secrets; (c) contains Malware; or

	(d) misrepresents facts, impersonates individuals or entities, or is intended to deceive or defraud others;
Permitted Purpose	the use, in accordance with the Documentation and the terms of this Addendum (including any applicable usage limits set forth in the Order solely for Customer's own internal business purposes;
Priority Level	shall be construed in accordance with the table in paragraph 12.1.1 (and Priority Level 1, Priority Level 2 and Priority Level 3 shall be construed accordingly);
Relief Event	(a) any breach of the Contract by the Customer; or (b) any Force Majeure Event;
Results	the output, analyses or recommendations generated by the Application;
Service Credit	the credits which become payable to the Customer by way of a reduction in the Charges or payment where the Service Levels are not achieved, as set out in paragraph 21 and Schedule 2;
Service Level	the levels of service required of Passion Lab as set out in paragraph 21 and Schedule 2;
SLA	Passion Lab's standard service level agreement attached as and Schedule 2;
Support Fees	the fees referred to in the Order;
Support Hours	the hours between 09.00 am and 5.00 pm local time in London, on Business Days;
Support Services	the provision of the services to be provided by Passion Lab set out in the Order;
Supported Application	subject to paragraph 14, the most recent version and release of the Application (with all Updates and Upgrades applied) provided for use by Passion Lab to the Customer under the Contract;
Target Resolution	shall be construed in accordance with the table in paragraph 12.1.1;
Territory	has the meaning set out in the Licence Agreement;
Third Party Application	any Third Party Software, third-party application, third-party add-on or other third-party offering certified by Passion Lab as compatible or interoperable with the Application;
Update	a Application maintenance update, patch or bug-fix which does not constitute an Upgrade;
Upgrade	a version or release of Application intended to have new or improved functionality or designated by Passion Lab as an upgrade;
User Manual	the latest User Manual (as defined in the Contract) applicable to the Supported Application made available by Passion Lab to the Customer from to time;
Version	means a version of the relevant Application, defined by version number (eg the number in version 1.x or version 2.x.x) or any other Upgrade designated by Passion Lab as a new Version.

- 1.2 In this Addendum words commencing with a capital letter but not defined in this Addendum shall, where the context permits, have the meanings ascribed to them in the FWA and the same rules of interpretation apply.
- 2. Provision and Use of the Application**
- 2.1 During the applicable Availability Period, Passion Lab shall make available the Application to the Customer on the terms and subject to the conditions set out in the Contract including this Addendum.
- 2.2 Passion Lab is responsible for the deployment, operation, management and hosting of the Application, including the provisioning and maintenance of all server-side hardware, software and telecommunications capacity.
- 2.3 The Customer is responsible for all hardware, software, connectivity and related infrastructure required for the Customer and Authorised Users to access and use the Application.
- 2.4 The Customer acknowledges that Customer Extensions, Customer-implemented third-party integrations, connectors or add-ons, and other aspects specific to how the Customer is using the Application, could have a material impact on the performance or availability of the Application. The Customer undertakes at their own cost and expense to cooperate fully with Passion Lab in each such case investigation, comply with all Passion Lab issued instructions, guidelines and recommendations intended to optimise performance or reduce undue strain on server-side resources. The Availability Commitment defined in and Schedule 2 will not apply, and Customer shall not be entitled to any remedies in case of Customer's failure to cooperate and comply as described above.
- 2.5 Passion Lab shall use commercially reasonable efforts to ensure that the Application is available for use by Authorised Users in accordance with the SLA and subject to the remedies specified.
- 2.6 Customer shall, and shall ensure that its directors, officers, employees, agents and affiliates, at all times:
- 2.6.1 comply with the Acceptable Use Policy;
- 2.6.2 comply with all Applicable Laws; and
- 2.6.3 not engage in any activity involving the Application that violates any Applicable Law or may cause Passion Lab to violate any Applicable Law.
- 3. Warranty**
- 3.1 Passion Lab warrants to the Customer that the Application will function substantially in accordance with the applicable Documentation.
- 3.2 The warranty provided in paragraph 3.1 shall not apply to the extent of any non-conformance which is caused by:
- 3.2.1 Customer's implementation or use of the Application contrary to Passion Lab's instructions or the Documentation or otherwise in breach of the Contract;
- 3.2.2 any modification or alteration of the Application by any party other than Passion Lab or Passion Lab's duly authorised contractors or agents;
- 3.2.3 any Customer Data or inaccurate or out of date information provided by an Authorised User;
- 3.2.4 any of the events referred to in paragraph 17 (Support Services Exclusions).
- 3.3 Customer will promptly (and in no event later than thirty (30) days after the non-conforming services were provided) notify Passion Lab of any nonconformance and Passion Lab will, following receipt of such notice from Customer, use commercially reasonable efforts to make available to Customer a conforming version of the Application.
- 3.4 The foregoing sets forth the exclusive remedies of Customer, and the sole liability of Passion Lab, in the event of any nonconformance with any of the warranties set forth in this paragraph 3 or otherwise with respect to any Errors, service interruptions or other problems with the Subscription Services.
- 3.5 Except as expressly provided in the Contract, Passion Lab is providing the Application and Support Services on an "as is" and "as available" basis and Passion Lab does not make, and hereby expressly disclaims, to the fullest extent permitted by Applicable Law, all representations, warranties and conditions, express or implied, with respect to the Application and Support Services or their performance, including the warranties of

	merchantability, fitness for a particular purpose and non-infringement.	4.2.3	Context Misinterpretation: misunderstanding of input prompts or data provided by the Customer.
3.6	In particular, Passion Lab does not warrant that the Application will meet Customer's expectations or be secure, accurate, error-free, or operate on an uninterrupted basis or in combination with any other hardware, software or system.	4.3	The Customer is solely responsible for thoroughly reviewing, verifying, and validating all Results produced by the Application prior to reliance, publication, or use in decision-making.
3.7	Passion Lab will not be liable and shall have no responsibility for any problems with the Application or Support Services attributable to:	4.4	Passion Lab will not be liable and shall have no responsibility for the Results, the accuracy, completeness, or timeliness of Results or for any decision made or action taken by the Customer, any Authorised User, or any third party in reliance upon any Results and expressly disclaims any liability for damages or losses resulting from the Customer's reliance on or use of any Results.
3.7.1	the internet, Force Majeure Events or Customer's or any Authorised User's network or ability to access the internet. The Customer acknowledges that the Application may be subject to limitations, delays and other problems inherent in the use of such communications facilities;	5.	Intellectual Property
3.7.2	any Malware which was not detected by Passion Lab using reasonable, current commercial methods of detection or transmitted through any third-party services;	5.1	All Updates, Upgrades and other updates, versions or releases or iterations of Application or the Documentation provided by Passion Lab to the Customer under the Contract shall be deemed part of the Application or Documentation (as appropriate) licensed under (and subject to the terms of) the Contract.
3.8	Except as expressly provided in this paragraph 3 neither party makes any warranty of any kind, whether express, implied, statutory or otherwise in connection with this agreement.	5.2	The Customer grants Passion Lab a non-exclusive, non-transferable and royalty-free licence to use the materials, data, Application and Intellectual Property Rights provided or made accessible by or on behalf of the Customer to Passion Lab or anyone acting on its behalf (and to permit any representative of Passion Lab to use the same) to the extent necessary to enable Passion Lab to provide the Support Services and Additional Services and otherwise perform its obligations under the Contract.
4.	Disclaimer of Responsibility for Results and Limitations of AI	6.	Intellectual Property Warranty and Indemnity
4.1	The Customer acknowledges and agrees that the Application is an artificial intelligence based system and, as such, may produce Results that are inaccurate, incomplete, or unexpected. Passion Lab makes no representation or warranty regarding the accuracy, reliability, or suitability of the Results or decisions generated by the Application for the Customer's specific purposes.	6.1	Passion Lab warrants to the Customer that the grant by Passion Lab of access to the Application to the Customer under the Contract does not infringe the Intellectual Property rights of any third party.
4.2	The Customer further acknowledges that artificial intelligence technologies are susceptible to limitations, including:	6.2	Passion Lab shall indemnify, defend and hold harmless the Customer from and against any loss, cost, damage or expense (but specifically excluding any indemnified Person's legal fees and costs) in respect of any claim, demand, action, suit or other judicial proceeding asserted, brought or threatened by a third Person alleging that the Application as provided by Passion Lab hereunder infringe any third
4.2.1	Hallucinations: instances where the Application may generate incorrect or non-factual outputs.		
4.2.2	Bias or Errors: outputs influenced by inherent limitations in training data or algorithms.		

- Person's rights in any copyright, trademark or United Kingdom patent, except to the extent the claim:
- 6.2.1 relates to Customer Data or other materials provided by or on behalf of Customer or its Authorised Users;
 - 6.2.2 relates to the actual or alleged infringement of inventions, technologies or methods in widespread unlicensed use by third persons at the time the Application has been used by Customer;
 - 6.2.3 is otherwise subject to Customer's indemnification obligations under paragraph 6.4; or
 - 6.2.4 in the event of any actual Claim of infringement or if Passion Lab has reason to believe that such a claim may be brought, Passion Lab may at its option either:
 - 6.2.4.1 obtain the rights necessary to extinguish or avoid the infringement, or
 - 6.2.4.2 make any modifications to the Application to avoid infringement of third Person rights.
- 6.3 Paragraph 6.2 states the Customer's sole remedy and Passion Lab's entire liability for any losses and damages of any nature arising out of or relating to any actual or alleged infringement of any copyright, patent, trade secret or other Intellectual Property Rights of any third Person.
- 6.4 Customer shall indemnify, defend and hold harmless Passion Lab and its affiliates and their respective employees and agents from and against any loss, cost, damage or expense in respect of any claim that relates to:
- 6.4.1 Customer Data or any other content or materials provided by Customer or its Affiliates or Authorised Users;
 - 6.4.2 the use by the Customer or its Affiliates or Authorised Users of the Application or Passion Lab IPRs in breach of the Contract or in violation of Applicable Law or third party rights.
- 6.5 As a condition to the obligations of the indemnifying party under either of paragraphs 6.2 or 6.4, the indemnified party shall:
- 6.5.1 promptly notify the indemnifying Party of any claim for which indemnity will be sought;
 - 6.5.2 permit the indemnifying Party to assume control of the defence and settlement of such claim with counsel of its choosing; and
 - 6.5.3 provide cooperation reasonably requested by the indemnifying Party in investigating and defending such Claim, at the indemnifying Party's expense (provided that the indemnified Person shall not be entitled to compensation for time spent providing such cooperation). The indemnified Person shall have the right to participate in (but not control) the defence of any such Claim, at its sole cost and expense, using counsel of its choosing.
- 6.6 The limitations set out at Condition 15 of the Passion Lab Terms and Conditions referred to in the FWA apply to claims under this Addendum including claims under this paragraph 6.
- ## 7. Authorised Users
- 7.1 The Customer is solely responsible for the security and proper creation, use and termination of all Authorised User IDs, passwords and other security devices used in connection with the Application and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to unauthorised Persons.
- 7.2 The Customer shall immediately inform Passion Lab if there is any reason to believe that a user ID, password, or any other security device has or is likely to become known to any Person not authorised to use it, or is being or is likely to be used in an unauthorised way.
- 7.3 Passion Lab reserves the right (in its sole discretion) to require the Customer to change any or all of the user IDs, passwords or other security devices used by the Customer in connection with the Application and the Customer shall promptly comply with any such requirement.
- 7.4 If the Order specifies a maximum number of Authorised Users for the Customer's subscriptions, then each Authorised User must be a unique individual and Customer shall be responsible for ensuring that the maximum

- number is not exceeded. An Authorised User ID may be permanently transferred from a former Authorised User (such as an individual whose employment by Customer terminates) to a replacement Authorised User but two or more individuals may not share a single Authorised User login.
- 7.5 The Customer is solely responsible for its relationships with all Authorised Users and affiliates of Customer, for their use of the Application, and for ensuring that they comply with all the terms and conditions of this Addendum. Any violation of the terms or conditions of this Addendum by an Authorised User or affiliate of Customer shall be deemed to be a violation by the Customer of such terms and conditions.
- 8. Third Party Applications**
- If the Customer installs or enables a Third Party Application for its use with the Application, Customer hereby grants Passion Lab permission to allow the provider of such non Third Party Application to access Customer's Data as required for the interoperation of such Third Party Application with the Application. Passion Lab is not responsible for any disclosure, modification or deletion of Customer's Data resulting from access by any Third Party Application.
- 9. Rights and Limitations to Use**
- 9.1 Subject to the terms and conditions of the Contract (including Customer's payment obligations), Passion Lab grants to Customer a limited, non-exclusive, non-transferable right during the applicable Availability Period:
- 9.1.1 to access and use, and permit Authorised Users to access and use, the Application and Documentation solely for the Permitted Purpose; and
- 9.1.2 to the extent Passion Lab makes available to Customer, by way of download or other form of distribution, any pre-defined report formats, software components, tools, materials or technology intended for use in connection with the Application, to store, install, execute and use the same internally within Customer's organisation
- in each case solely in connection with Customer's authorised use of the Application
- and the Acceptable Use Policy which is incorporated into the Contract by reference and forms part of the Contract.
- 9.2 Except for the rights granted in paragraph 9.1, or specified in the Statement of Work or Order, no other rights in or to the Application, Documentation or Passion Lab IPRs, express or implied, are granted to Customer. Except to the extent expressly authorised by the Statement of Work or Order, the Customer may not:
- 9.2.1 transfer to any other Person any of its rights to use the Application;
- 9.2.2 sell, resell, license, sublicense, distribute, rent, lease or share any Application, Documentation or associated software;
- 9.2.3 permit any Person who is not an Authorised User to use or access the Application;
- 9.2.4 use the Application other than for the Permitted Purpose;
- 9.2.5 create any derivative works based upon the Application or Passion Lab IPRs;
- 9.2.6 copy any feature, design or graphic in the Application or Passion Lab IPRs;
- 9.2.7 attempt to circumvent any security device or access or derive the source code or architecture of the Application or Passion Lab IPRs;
- 9.2.8 use or access any of the Application or Passion Lab IPRs in order to build a competitive solution or to assist someone else to build a competitive solution;
- 9.2.9 load or penetration test the Application or otherwise use the Application in any way that is, or could reasonably be expected to be, detrimental to Passion Lab's ability to provide services to any other customer;
- 9.2.10 use the Application to access the data of any other Passion Lab customer;
- 9.2.11 alter, remove or conceal any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the

	Application, the Documentation or any other Passion Lab IPRs;		circumstances referred to in paragraph 17 or to otherwise be outside of the scope of the Support Services the Customer is liable to Passion Lab for the charges, time, materials, costs and expenses (if any) incurred in connection with that investigation and any attempt to remedy the Error in accordance with the Order as an Additional Service.
9.2.12	use the Application to store or transmit any Inappropriate Material or Malware, or to store or transmit material in violation of third-party privacy rights;		
9.2.13	reverse engineer the Application or related software (to the extent such restriction is permitted by Law);	10.7	Passion Lab's obligation to provide Support Services is only in respect of the Supported Application and not earlier or other versions, releases, Updates, Upgrades or copies that are not part of the Supported Application.
9.2.14	use the Application in a manner that violates any Applicable Law;		
9.2.15	permit any other person to do any of the foregoing.	10.8	Passion Lab shall be under no obligation to provide any Additional Services in relation to the Application or otherwise.
10.	Provision of Support Services		
10.1	Subject to the provisions of the Contract and receipt of the applicable Support Fees, during the Term Passion Lab shall provide the Support Services to the Customer during the Support Hours.	10.9	Unless otherwise agreed all Additional Services provided by Passion Lab shall be deemed provided on, and subject to, the terms of the Contract. Passion Lab may invoice and the Customer shall pay for any Additional Services in accordance with paragraph 15.
10.2	Passion Lab shall:	11.	Helpdesk
10.2.1	ensure that the Support Services are performed with reasonable care and skill;	11.1	Passion Lab shall provide technical advice and assistance during the Support Hours via the Helpdesk in respect of understanding the operation of the Application to the extent that these matters are not covered in the Documentation.
10.2.2	use its commercially reasonable endeavours to meet any time, including Target Resolution Times, quoted for completion of any part of the Support Services but time shall not be of the essence.	11.2	The Customer must complete an Error Report Form in respect of each request to the Helpdesk in connection with any Error and provide Passion Lab with all information and materials reasonably required by Passion Lab for the purpose of investigation, diagnosis and correction of each Error. Unless it otherwise elects, Passion Lab is not obliged to provide any Support Service in connection with any Error which has not been reported on a duly completed Error Report Form.
10.3	The provision of the Support Services does not imply that Passion Lab shall be successful in correcting Errors or that Passion Lab shall be able to assist the Customer in achieving any results from the Application which are not technically feasible.	11.3	The Helpdesk may be contacted using the following details (as amended by Passion Lab by notice to the Customer from time to time): Email: hello@passionlab.ai Slack: As set up with the Customer
10.4	If the Customer fails to comply with any of the provisions set out in paragraph 16, then Passion Lab may (without prejudice to any of its other rights or remedies) suspend the provision of Support Services until such failure has been remedied.	12.	Error Resolution
10.5	All Support Services shall be within the usage limits set out in the Order if any or reasonable limits, as determined by Passion Lab. Passion Lab shall not be obliged to provide any Support Services in excess of the usage Limits.	12.1	Passion Lab shall use reasonable endeavours to provide the Target Resolution within the relevant Target Resolution Time set out in the
10.6	If a reported problem or Error is found upon investigation to be caused by any of the		

	Order or if none in table set out in 0 (in descending order of priority).		information, facilities and support reasonably required by Passion Lab for the performance of its obligations to the Customer under the Contract including access to the applicable computers, information, data, hardware and systems of the Customer;
12.2	Progress against Target Resolution Times shall be measured from the Helpdesk's initial receipt of the completed Error Report Form. In the event that an Error is resolved such that it becomes a lower Priority Level progress against Target Resolution Times for the resulting lower Priority Level Error shall be measured separately for the purposes of the Contract from the Helpdesk's subsequent receipt of a completed Error Report Form in respect of the lower Priority Level Error.	16.2	notify the Helpdesk as soon as is reasonably practicable on becoming aware of an Error in the Supported Application or of any proposed material change to the Customer's operating system or of any other circumstances which might materially affect the operation of the Supported Application;
12.3	In respect of any Target Resolution Times time shall not be of the essence.		
13.	Remote support		
	Passion Lab shall provide remote support during the Support Hours, subject to the Customer complying with its obligations under the Contract.	16.3	ensure that remote access as specified by Passion Lab from time to time is installed and operated in conjunction with relevant systems at the Customer's own cost and expense, for the purpose of assisting Passion Lab in its provision of the Support Services;
14.	Obsolete Versions		
14.1	Passion Lab may (but is not obliged to) elect by 3 months written notice to the Customer from time to time that any Version of the Application shall cease to be a Supported Application.	16.4	comply at all times with its obligations and the restrictions in the Contract;
14.2	A reference to any Version of the Application ceasing to be Supported Application in any notice served pursuant to paragraph 14.1 shall be deemed to include all releases, Updates and Upgrades of such Version of that Application (whether or not created or made available before or after the date of such notice).	16.5	ensure that all applications, data, interfaces, tools, Application, hardware and equipment within its (or any of its Project Managers') control, used in conjunction with the Supported Application, are properly maintained;
15.	Charges		
15.1	The Support Fees and any other Charges shall be paid by the Customer at the rates and in the manner described in the Order or if not specified at Passion Lab's then-current standard time and material rates for AI-related support.	16.6	ensure that the use, copying or modification of all computers and operating systems and any other hardware or Application which Passion Lab (or any of its Project Managers) is asked or permitted to undertake in connection with any of the Additional Services or Support Services does not infringe any Intellectual Property Right or other right of any third party;
15.2	Passion Lab may vary the Support Fees and all other Charge from the start of each Renewal Period, by an amount not exceeding 5% (from the then current Charges) by giving to the Customer not less than 20 Business Days' prior written notice of such variation prior to the start of the relevant Renewal Period.	16.7	provide telecommunications and remote access to its systems as required by the Contract;
16.	Customer's Obligations		
	The Customer undertakes to:	16.8	ensure that its Project Managers co-operate fully with Passion Lab in relation to the provision of the
	16.1 provide Passion Lab (at no charge to Passion Lab) with all necessary		

- Support Services and any Additional Services;
- 16.9 at all times use the Supported Application in accordance with the Documentation and Passion Lab's reasonable directions as to the operation of the Supported Application;
- 16.10 ensure it maintains at all times secure backups of all data, information and Application used by or in the custody or control of the Customer or any of its Project Managers;
- 16.11 ensure that the Application is used in a proper manner by competent trained persons;
- 16.12 not permit anyone other than Passion Lab to provide any Support Service in respect of the Application; and
- 16.13 be fully responsible for all applications, data, interfaces, hardware and equipment within its (or any of its Project Managers') control unless agreed otherwise.
- 17. Support Services Exclusions**
- Passion Lab is not obliged to provide Support Services in respect any Error resulting from, or contributed to by, any of the following:
- 17.1 any breach by the Customer of the Contract;
- 17.2 any modification, repair or addition to the Application made by any person other than Passion Lab (or any person authorised by Passion Lab in writing);
- 17.3 any fault in any equipment or in any application used in conjunction with the Application;
- 17.4 failure or fluctuation of electrical supplies, inadequate cooling, fire, flood, accidents or other natural disasters;
- 17.5 installation or use of the Application other than for the purposes for which it is intended;
- 17.6 installation or use of the Application by the Customer with any other application or on equipment with which it is incompatible (unless Passion Lab recommended or required the use of that other Application or equipment);
- 17.7 incorrect operation or use of the Application (including any failure to follow the Documentation);
- 17.8 the Customer's (or any Customer Project Manager's) negligent act or omission;
- 17.9 attempted repair, rectification or maintenance by any person other than Passion Lab or a third party authorised by Passion Lab;
- 17.10 failure to notify Passion Lab of any error within a reasonable period of time of it first occurring; or
- 17.11 the failure by the Customer to implement any Update or Upgrade to the Application recommended and made available by Passion Lab.
- 18. Updates and Upgrades**
- 18.1 Unless otherwise agreed in writing, or in the Statement of Work or Order, the Customer shall not be entitled to receive Updates or Upgrades to the Application.
- 18.2 The provisions of paragraph 18.1 do not apply to any Updates provided by Passion Lab pursuant to its express obligations under the Contract.
- 19. Data Protection**
- 19.1 The Customer warrants and undertakes to Passion Lab that it shall ensure that the Error Report Forms, Customer Data and all other data transferred or made available to Passion Lab (or anyone acting on its behalf) under or in connection with the Contract do not contain any personal data as defined under any Applicable Law. The Customer shall indemnify, keep indemnified and hold harmless Passion Lab against all losses, damages, costs and expenses sustained or incurred by Passion Lab in connection with any breach by the Customer of this paragraph or any liability under any data protection laws arising from the processing of any Customer Data.
- 19.2 The Data Protection Addendum applies to processing of Personal Data pursuant to this Addendum.

- 20. Records and Audit**
- 20.1 Passion Lab reserves the right to audit the Customer's use of the Application to ensure compliance with the terms of the Contract including usage limits and conduct relating to Authorised Users.
- 20.2 Where the Application is hosted by Passion Lab, the Customer agrees to provide reasonable access to relevant records, logs, and other information directly related to the usage of the Application, as requested by Passion Lab, to facilitate such audits.
- 20.3 Where the Application is hosted by the Customer shall allow and procure for Passion Lab and any Passion Lab Project Managers or representatives appointed by either of them remote access to the Customer's systems to audit (and take copies of) the relevant records of the Customer and the Customer's Project Managers to the extent necessary to verify that the Customer is in compliance with its obligations under the Contract.
- 20.4 Unless otherwise agreed in writing, the inspection referred to in paragraph 20.3 shall be undertaken:
- 20.4.1 during the Customer's normal business hours on Business Days;
- 20.4.2 subject to the provision by Passion Lab of a minimum of five Business Days' notice; and
- 20.4.3 not more than twice in any calendar year unless Passion Lab, acting reasonably, has concerns that the Customer may have acted in breach of the Contract.
- 20.5 At Passion Lab's option, the audit and inspection referred to in paragraph 20.3 may be undertaken by way of remote access or by way of physical attendance at any premises where the Customer (or any of the Customer's Project Managers) locates its computer equipment.
- 20.6 The Customer shall, at its own cost, provide all reasonable assistance and cooperation to Passion Lab in conducting any inspection or audit undertaken under this paragraph 20. Passion Lab shall comply with the Customer's reasonable directions in order to minimise disruption to the Customer's business and to safeguard the confidentiality of the Customer's Confidential Information.
- 20.7 The provisions of this paragraph 20 shall survive termination or expiry of the Contract for a period of 12 months.
- 21. Service Levels and Service Credits**
- 21.1 Subject to paragraph 22, Passion Lab shall perform the relevant Support Services to meet or exceed the Service Levels, failing which it shall pay the Service Credits.
- 21.2 Service Credits shall be the Customer's sole and exclusive remedy in respect of any failure to achieve the Service Levels.
- 21.3 Service Credits shall be applied as a deduction against the Customer's next monthly invoice, or (if there are insufficient Charges to deduct from) paid to the Customer following the date of the final monthly invoice.
- 21.4 In no event shall the amount of Service Credits credited (or paid) to the Customer with respect to all Service Level defaults occurring in a single month under the Contract exceed the monthly applicable support Fee.
- 21.5 Where a sum is expressed to be payable as a Service Credit the parties agree that:
- 21.5.1 the Customer has a legitimate interest in ensuring that it can recover losses suffered as a result of Passion Lab's failure to meet the relevant Service Level; and
- 21.5.2 the Service Credits set out in the Contract are not out of all proportion to such interest.
- 22. Relief**
- Passion Lab shall not be liable:
- 22.1 for any breach, delay or default in the performance of the Contract;
- 22.2 for any failure to achieve any Service Level(s);
- 22.3 or to pay Service Credits
- to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.
- 23. Limitation of Liability**
- 23.1 The Service Credits (if any) shall be the Customer's sole and exclusive financial remedy howsoever arising (whether in contract, negligence or otherwise) under or in connection with the Contract for any default in

- or failure to provide any of the Support Services in accordance with the Contract.
- 23.2 Passion Lab shall have no liability for:
- 23.2.1 for any third party products or services accessed or used by Customer through the Services;
 - 23.2.2 where any failure caused by a network, hardware or software fault in equipment which is not under the control of Passion Lab;
 - 23.2.3 any act or omission of Customer;
 - 23.2.4 use of the Services in breach of the Contract;
 - 23.2.5 any unauthorised access to the Services including a malicious security breach.

24. Consequences of termination

- 24.1 The Customer shall ensure that it backs up its data regularly and extracts it from the Application prior to the termination or expiry of the Contract. Passion Lab shall not be obliged to provide the Customer with any assistance extracting or recovering data whether during or after the term of the Contract.
- 24.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Contract that is expressly or by implication intended to continue beyond termination.
- 24.3 The provision of paragraphs 1, 15 to 16 (inclusive), 18 to 20 (inclusive), 23 and 24 shall continue in full force after termination or expiry of the Contract

Schedule 1: Error Report Form

1. Reporter Information

- Name: _____
- Contact Email: _____
- Contact Phone: _____
- Passion Lab/Organization Name: _____
- Role/Department: _____

2. Application Information

- Application Name: _____
- Version Number: _____
- Operating Environment:
 - Platform: _____
 - Operating System: _____
 - Hardware Specifications: _____
- Configuration or Settings (if applicable): _____

3. Error Details

- Date and Time of Occurrence: _____
 - Description of the Issue:
(Provide a detailed explanation of the issue, including observed and expected behaviours.)
-
-

- Steps to Reproduce (if known):

1. _____
2. _____
3. _____

- Frequency of Occurrence:

- ☐ Intermittent
- ☐ Consistent

4. Error Impact

- Severity Level:
 - ☐ Critical (Application is unusable or business-critical tasks are blocked.)
 - ☐ High (Major functionalities affected with significant impact.)
 - ☐ Medium (Some functionalities are impacted but a workaround exists.)
 - ☐ Low (Minor issue or cosmetic defect with minimal impact.)

- **Functionalities/Processes Affected:**

-
- **Business Impact (if applicable):**
-

5. Supporting Documentation

(Attach any relevant files.)

- **Screenshots or Videos:**
 - ☐ Attached
 - ☐ Not Applicable
- **Error Logs/System Reports:**
 - ☐ Attached
 - ☐ Not Applicable
- **Sample Data or Input:**
 - ☐ Attached
 - ☐ Not Applicable

6. Actions Taken

- **Troubleshooting Steps or Temporary Workarounds:**
-
-

- **Has the issue been escalated internally?**
 - ☐ Yes
 - ☐ No

7. Priority Level or Urgency

- **Requested Resolution Timeline:**
 - ☐ Immediate (Business-critical operations impacted.)
 - ☐ High Priority (Significant disruptions occurring.)
 - ☐ Routine (Standard response time acceptable.)

8. Tracking Information (For Passion Lab Use)

- **Report/Ticket Number:** _____
 - **Status Updates:**
-

Schedule 2: Service Level Agreement

Unless otherwise specified in the Order, this SLA applies to Customer's usage of the Application and Support Services (Covered Services).

Availability of Covered Services

Passion Lab shall use commercially reasonable efforts to ensure that the Covered Services will be available to Customer on a twenty-four hour, seven days a week (24x7) basis, for an average of 99.5% of the time within Customer's paid Term, subject to the exclusions set forth below.

SLA Service Credits

If the availability for Covered Services for any calendar quarter falls below the Availability Commitment, the Customer shall be entitled to a credit equal to a percentage of the paid Charges attributable to such calendar quarter, according to the following schedule and subject to the conditions set forth herein:

Quarterly Availability	SLA Credit
95% - 90.0%	10% of quarterly deployment fees
89.99% - 85.00%	15% of quarterly deployment fees
Less than 84.99%	20% of quarterly deployment fees

To be eligible for an SLA Credit, the Customer is required to notify Passion Lab within three (3) Business Days following the occurrence of each applicable service disruption, by submitting an Error Support Form in accordance with this Application Deployment & Support Addendum. Any Service Credit will be applied by Passion Lab against future payments due for the applicable Covered Services or, at Passion Lab's election (or if Passion Lab is unable to apply a Service Credit against future payments), a refund.

Allowable Maintenance and other Exclusions

Passion Lab may provide maintenance on its hosting environment from time to time. Passion Lab reserves 10 hours per month for scheduled maintenance purposes and 8 hours per month for Updates. Scheduled maintenance and Updates will only be performed between the hours of 10 p.m. and 7 a.m., on Business Days or 8 p.m. and 7 a.m. on weekends and holidays. Under certain conditions, Passion Lab may need to perform urgent or emergency preventative maintenance, such as installing security patches. In such cases, Passion Lab may not be able to provide advance notice. Service disruptions due to scheduled or emergency maintenance and updates are Allowable Maintenance.

The Availability Commitment will not apply, and the Customer shall not be entitled to any SLA Credits or other remedies hereunder, with respect to service disruptions attributable to Allowable Maintenance, Force Majeure Events or any actions or inactions on the Customer's part (unless undertaken at Passion Lab's express direction).

Exclusive Remedies

The Customer's rights and remedies specified in this SLA set forth the Customer's sole and exclusive remedies, and Passion Lab's sole and exclusive obligations, arising from or related to any failure to meet the Availability Commitment.

Resolution Times

Priority Level	Error description	Target Resolution	Target Resolution Time
1 (Critical)	Means an Error rendering the Application entirely non-functional for which there is no known workaround	Respond with a patch, workaround or fix to resolve the Error so that it is no longer Priority Level 1	8 Business Hours
2 (Severe)	Means an Error that is not a Priority Level 1 Error which results in either: (a) a major feature or function of the Application being unusable for which there is no practical workaround; or (b) one or more major feature or function of the Application being unusable without a workaround that would have a severe impact on the work of the Customer in the medium to long term	Respond with a patch, workaround or fix to resolve the Error so that it is no longer Priority Level 2	5 Business Days
3 (Minor)	Any other Error, including cosmetic Errors and Errors with a practical workaround	Passion Lab shall consider whether the Error shall be resolved in any future Updates made available to the Customer	As determined by Passion Lab