

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (INCLUDING DATA 2 STORY)

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Access Credentials: the usernames, passwords and other credentials enabling access to the Hosted Services.

Affiliate: an entity that Controls, is Controlled by, or is under common Control with the relevant entity.

AI Chatbot: ChatGPT or any equivalent AI chatbot used by Sapio in order to provide the Hosted Services.

AI Subscription: any subscription plan taken out by Sapio during the term of the Contract and which governs Sapio's use of the AI Chatbot's services.

Authorised Users: the officers, employees, agents and independent contractors of the Customer who are authorised by the Customer to use the D2S Services and the Documentation.

Business Day: a day (other than a Saturday, Sunday, 24th to 31st December inclusive or public holiday in England), when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services as set out in the Statement of Work.

Commencement Date: means the date specified as such in the Statement of Work.

Conditions: these terms and conditions (including the schedules hereto) as amended from time to time in accordance with clause 12.5.

Confidential Information: all information (however recorded or preserved) that one party (**discloser**) discloses or makes available to the other party or any of its Affiliates (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It includes any information relating to the Charges or either party's operations, products, processes, trade secrets or know-how. It does not include information that:

- a) is or becomes generally available to the public (other than as a result of the recipient's breach);
- b) was available to the recipient on a non-confidential basis before disclosure by the discloser;
- c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;

- d) is developed by or for the recipient independently of the information disclosed by the discloser;
or
- e) the parties agree in writing is not confidential or may be disclosed.

Contract: the contract between Sapio and the Customer for the supply of Services in accordance with these Conditions.

Control: the legal power to control (directly or indirectly) the management of an entity (and Controlled should be construed accordingly).

Customer: the person named in the Statement of Work who purchases Services from Sapio.

Customer Default: has the meaning set out in clause 4.8.

Customer Personal Data: any personal data which Sapio processes in connection with the Contract, in the capacity of a processor on behalf of the Customer.

D2S Services: the D2S Set-Up Services, Hosted Services and D2S Support Services.

D2S Set-Up Services: the configuration of the Hosted Services, and other implementation tasks, as more particularly described in Schedule 2.

D2S Support Services: the technical support services, as more particularly described in Schedule 2.

Data: the data inputted into the Platform by Sapio for the purpose of the Customer using the Hosted Services; or generated by the Platform as a result of the Customer using the Hosted Services (the **Output**).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).

Deliverables: the deliverables set out in the Statement of Work.

Delivery Date: the date on which the finalised excel data tables (as referenced in the Statement of Work) are delivered by Sapio to the Customer.

Documentation: the document(s) made available to the Customer by Sapio online via <https://app.sapioresearch.com/> or such other web address notified by Sapio to the Customer from time to time which sets out a description of the D2S Services and the user instructions for the D2S Services.

Good Industry Practice: the exercise of that degree of skill and care, prudence, foresight, efficiency and diligence as would reasonably and ordinarily be expected from a leading supplier of services similar to the Services.

Hosted Services: Data2Story, which will be made available by Sapio to the Customer as a service via the internet in accordance with the Contract, and as more particularly described in Schedule 2 and the Documentation.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for

passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Output: as defined within the definition of Data.

Platform: the platform managed by Sapio and used by Sapio to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.

Project: the project specified in the Statement of Work.

Sapio: Sapio Research Limited registered in England and Wales with company number 10378863.

Services: the services, including the Deliverables, supplied by Sapio to the Customer as set out in the Statement of Work.

Statement of Work: an agreement describing the Services to be provided by Sapio to the Customer, together with any other contract-specific information, agreed in writing and signed by both parties.

Supported Web Browser: the current release from time to time of Microsoft Edge, M, Google Chrome or Apple Safari, or any other web browser that Sapio agrees in writing shall be supported.

Third Party IPR Claim: any claim of infringement (including the defence of such infringement or alleged infringement) of any third party's Intellectual Property Rights which are made available to the Customer by Sapio in connection with the use of the Platform or the Hosted Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

User Interface: the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

1.2 Interpretation:

- (a) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. Basis of contract and commencement

- 2.1 These Conditions, together with the Statement of Work, form the entire agreement between Sapio and the Customer for the Services.
- 2.2 The Contract shall start on the Commencement Date and, unless terminated earlier in accordance with clause 10, shall continue until the second anniversary of the Delivery Date, whereupon the Contract and all Services shall terminate automatically.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any descriptive matter or marketing materials issued by Sapio are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 Any quotation given by Sapio shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.

3. Supply of Services

General

- 3.1 Sapio shall use commercially reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.2 Sapio shall:
 - (a) perform the Services in accordance with reasonable care and skill in accordance with Good Industry Practice;
 - (b) ensure that the Services will conform with the Statement of Work in all material respects;
 - (c) comply with all applicable laws when performing the Services; and
 - (d) co-operate with the Customer in all matters relating to the Services.
- 3.3 Sapio reserves the right to amend the Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Sapio shall notify the Customer in any such event.
- 3.4 Nothing in the Contract shall prevent Sapio from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

Data 2 Story specifics – set up

- 3.5 Sapio shall from the Delivery Date:

- (a) make available the Documentation to the Customer on and subject to the terms of the Contract; and
 - (b) perform the D2S Services, in all material respects, in accordance with the Documentation.
- 3.6 Sapio's obligations at clause 3.5 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Sapio's instructions, or modification or alteration of the Services by any party other than Sapio or Sapio's duly authorised contractors or agents. If the Services do not conform with the terms of clause 3.5, Sapio will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.5.
- 3.7 Sapio shall use reasonable endeavours to ensure that the D2S Set-Up Services are provided within 5 Business Days following the Delivery Date.

Data 2 Story specifics – Hosted Services

- 3.8 Upon completion of the D2S Set-Up Services, Sapio shall:
 - (a) provide to the Customer the Access Credentials necessary to enable the Customer to access and use the Hosted Services; and
 - (b) grant to the Customer a worldwide, non-exclusive licence, without the right to grant sublicences, to use the Hosted Services and the Documentation during the term of the Contract solely in connection with the Project and in accordance with the terms of the Contract.
- 3.9 The licence granted by Sapio to the Customer under clause 3.8(b) is subject to the following limitations:
 - (a) the User Interface may only be used through a Supported Web Browser;
 - (b) subject to clause 3.9(c), the User Interface may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer; and
 - (c) any request by the Customer to extend access to the User Interface to any of its own clients shall be considered by Sapio on a case-by-case basis and any access granted shall be subject to any conditions that Sapio may impose, acting in its sole discretion.
- 3.10 Except as expressly and specifically provided in the Contract, the D2S Services and the Documentation are provided to the Customer on an "as is" basis.
- 3.11 The availability of the Hosted Services shall be governed by the terms of Schedule 1.

Data 2 Story specifics – Support and Maintenance

- 3.12 The D2S Support Services shall be provided during Normal Business Hours.
- 3.13 Sapio may from time to time suspend the Hosted Services for the purposes of maintenance, provided that such maintenance shall be carried out as follows:

- (a) scheduled maintenance to be performed during the maintenance window of 10.00 pm to 2.00 am UK time on Business Days and 8.00 pm to 6.00 am on non-Business Days, provided that Sapio has used reasonable endeavours to give the Customer at least 5 Business Days' notice in advance; and
- (b) unscheduled maintenance to be performed outside Normal Business Hours, provided that Sapio has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

3.14 Sapio shall ensure that, during each calendar month, the aggregate period during which the Hosted Services are unavailable as a result of scheduled maintenance, or negatively affected by scheduled maintenance to a material degree, does not exceed 48 hours.

Data 2 Story specifics – Data

3.15 In relation to the Data:

- (a) Sapio shall retain ownership of all Intellectual Property Rights in the Data;
- (b) Sapio grants to the Customer, or shall procure the grant to the Customer of, a fully paid-up, non-exclusive, irrevocable licence to copy and modify the Data for the purpose of receiving and using the Services in its business.

3.16 Sapio shall create a back-up copy of the Data at least daily, shall ensure that each such copy is sufficient to enable Sapio to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 7 days.

3.17 In the event of any loss or damage to Data, the Customer's sole and exclusive remedy against Sapio shall be for Sapio to use reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Sapio in accordance with clause 3.16. Sapio shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party (except those third parties sub-contracted by Sapio to perform services related to Data maintenance and back-up for which it shall remain fully liable).

4. Customer's obligations

General

4.1 The Customer shall:

- (a) ensure that all information and materials provided to Sapio by or on behalf of the Customer are complete and accurate in all material respects;
- (b) co-operate with Sapio in all matters relating to the Services;
- (c) treat Sapio, its employees, agents, consultants and subcontractors, in a polite and respectful manner at all times;

- (d) provide Sapio, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Sapio;
- (e) promptly provide Sapio with access to such information and materials as Sapio may reasonably request in order to supply the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start (and disclose the same to Sapio if reasonably requested to do so);
- (g) comply with all applicable laws and regulations with respect to its activities under the Contract; and
- (h) comply with any additional obligations as set out in the Statement of Work.

Data 2 Story specific

- 4.2 In relation to the licence granted under clause 3.8(b), the Customer undertakes that:
- (a) it shall not permit any unauthorised person or application to access or use the Hosted Services; and
 - (b) it shall not make any alterations to the Platform.
- 4.3 The Customer shall:
- (a) ensure that the Authorised Users use the D2S Services and the Documentation in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
 - (b) ensure that its network and systems comply with the relevant specifications provided by Sapio from time to time; and
 - (c) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing the network connections and telecommunications links from its systems to Sapio's systems.
- 4.4 The Customer must not use the Hosted Services in any way that uses excessive Platform resources. The Customer acknowledges that Sapio may use reasonable technical measures to limit the excessive use of Platform resources by the Customer for the purpose of assuring services to its customers generally, or may impose an additional charge in respect of such excessive usage. No such measures or charges shall be imposed unless Sapio has first discussed the excessive usage with the Customer.
- 4.5 The Customer shall not use the Hosted Services:
- (a) in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services;
 - (b) in any way that is unlawful, harmful or fraudulent;
 - (c) in connection with any unlawful, fraudulent or harmful purpose or activity; or.
 - (d) is otherwise illegal or causes damage or injury to any person or property.

4.6 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Hosted Services;
- (b) access all or any part of the Services or Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Hosted Services and/or Documentation available to any third party except the Authorised Users.

4.7 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Sapio.

4.8 If the Customer fails to comply with clauses 4.1 to 4.7 or if Sapio's performance of any of its obligations under the Contract is otherwise prevented or delayed by any act or omission of the Customer (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Sapio shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Sapio's performance of any of its obligations;
- (b) Sapio shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Sapio's failure or delay to perform the Services; and
- (c) the Customer shall reimburse Sapio on demand for all reasonable costs or losses sustained or incurred by Sapio arising directly or indirectly from the Customer Default, subject to Sapio confirming such costs and losses to the Customer in writing.

5. **Warranties and acknowledgements**

5.1 Sapio warrants to the Customer that:

- (a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract;

- (b) the Platform and the Hosted Services, when used by the Customer in accordance with the Contract, will not breach any laws, statutes or regulations applicable under English law;
 - (c) the Platform and the Hosted Services, when used by the Customer in accordance with the Contract, will not infringe the Intellectual Property Rights of any person; and
 - (d) it shall, at all terms during the term of the Contract, maintain a level of AI Subscription that prohibits the use of Data by the AI Chatbot to develop or improve the AI Chatbot's services.
- 5.2 Sapio does not warrant that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.
- 5.3 The Customer acknowledges that it is solely responsible for:
 - (a) all use of the Outputs and for conclusions drawn from such use; and
 - (b) evaluating the Output for accuracy and appropriateness for its use case, including by utilising human review as appropriate.
- 5.4 Sapio shall have no liability for any damage caused by errors or omissions in any data, information, instructions or other material provided to Sapio by the Customer in connection with the Services, or any actions taken by Sapio at the Customer's direction.
- 5.5 Sapio shall take all reasonable steps not to introduce any viruses or other vulnerabilities into the Customer's network and information systems via the Services or otherwise.
- 5.6 Notwithstanding clause 5.5, the Customer acknowledges that:
 - (a) complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Contract, Sapio gives no warranty or representation that the Platform or the Hosted Services will be wholly free from defects, errors and bugs; and
 - (b) whilst Sapio will use all reasonable endeavours to avoid and address security issues, complex software is never entirely free from security vulnerabilities; and Sapio gives no warranty or representation that the Platform or the Hosted Services will be entirely secure.
- 5.7 Sapio is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Hosted Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6. Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.
- 6.2 The Charges shall exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Sapio engages in connection with the Services, provided always that Sapio shall obtain the Customer's approval before incurring any such expense. Such costs shall be payable by the Customer monthly in arrears, subject to submission of an appropriate invoice.

- 6.3 Unless otherwise stated in the Statement of Work, Sapio may invoice the Customer for the Charges as follows:
- (a) 50% on or at any time following the Commencement Date; and
 - (b) 50% on or at any time following the Delivery Date.
- 6.4 The Customer shall pay each invoice submitted by Sapio:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Sapio.
- 6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Sapio to the Customer, the Customer shall, on receipt of a valid VAT invoice from Sapio, pay to Sapio such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 If the Customer fails to make a payment due to Sapio under the Contract by the due date, then, without limiting Sapio's remedies under clauses 6.7 and 10:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6(a) will accrue each day at 4% a year above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment; and
 - (b) Sapio reserves the right to charge a £50 administration fee.
- 6.7 If Sapio takes any legal or other steps for the recovery of any overdue sums, then the reasonable costs of all such steps shall be payable by the Customer on demand.
- 6.8 In the event that a query or dispute is raised in good faith on an invoice, the Customer shall only be entitled to withhold such part of the payment as relates to the amount which is in dispute.
- 6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law or any withholding of payment in accordance with clause 6.8).
- 6.10 Where the Customer is acting as agent for a third party end client, it enters into the Contract as principal and will be primarily liable for all payment due under the Contract.
- 6.11 Sapio reserves the right to review, and if reasonably necessary, increase the Charges payable for the Services in the event of:
- (a) any changes to the Services agreed by the parties;
 - (b) delays resulting from Sapio withholding Services due to the Customer's failure to make payments when due; or

- (c) the Customer's failure to carry out its responsibilities or obligations under the Contract or to provide assistance or facilities as required under the Contract; or
- (d) the Customer requesting that Sapio delay work for any reason.

6.12 Unless Sapio agrees in writing that a different currency will apply, all invoices shall be in pounds sterling.

6.13 If Sapio agrees that the Customer can pay the invoices in another currency, the Customer shall ensure that payment covers the invoice amount in full after the exchange rate conversion. The exchange rate to be applied shall be the exchange rate quoted by the foreign exchange department of Revolut Bank (or such other bank as Sapio may notify to the Customer from time to time) on the day that the Customer pays the invoice. If Sapio agrees to issue its invoices in another currency, the exchange rate to be applied shall be the exchange rate quoted by the foreign exchange department of Revolut Bank (or such other bank as Sapio may notify to the Customer from time to time) on the day that Sapio issues the foreign currency invoice.

6.14 The Customer shall pay all bank charges which Sapio incurs in relation to any currency conversion.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) and the Documentation shall be owned by Sapio.

7.2 Sapio grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to copy and modify the Deliverables and the Data (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Data in its business.

7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.

7.4 Sapio confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

7.5 If a Third Party IPR Claim is made, or Sapio anticipates that a Third Party IPR Claim might be made, Sapio may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with the Contract.

7.6 If Sapio elects to modify the Hosted Services pursuant to clause 7.5(a) or to procure a right to use the Hosted Services pursuant to clause 7.5(b), but this has not avoided or resolved the Third Party IPR Claim, then the Customer may terminate the Contract with immediate effect by notice in writing.

- 7.7 The Customer grants Sapio a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Sapio for the term of the Contract for the purpose of providing the Services to the Customer.

8. Data protection

- 8.1 Each party shall comply with all applicable requirements of the Data Protection Legislation in relation to the Services. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

Data 2 Story processing

- 8.2 The parties acknowledge that for the purposes of the D2S Services, the Customer is the controller and Sapio is the processor. Schedule 3 sets out the scope, nature and purpose of processing by Sapio, the duration of the processing and the types of personal data and categories of data subject.
- 8.3 Without limiting the generality of clause 8.1, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Sapio for the duration and purposes of the Contract.
- 8.4 Without limiting the generality of clause 8.1, Sapio shall, in relation to any Customer Personal Data:
- (a) process that Customer Personal Data only on the documented written instructions of the Customer which are set out in Schedule 3, unless Sapio is required by applicable law to otherwise process that Customer Personal Data. In such a case, Sapio shall inform the Customer of the legal requirement before processing that Customer Personal Data, unless the applicable law prohibits Sapio from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, with such measures being appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any such measures;
 - (c) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;
 - (d) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless required by applicable law to store that Customer Personal Data; and
 - (g) maintain records to demonstrate its compliance with this clause 8.

- 8.5 The Customer hereby provides its prior, general authorisation for Sapio to:
- (a) appoint processors to process the Customer Personal Data, provided that Sapio:
 - (i) shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on Sapio in this clause 8;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Sapio; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Sapio's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Sapio for any losses, damages, costs (including legal fees) and expenses suffered by Sapio in accommodating the objection; and
 - (b) transfer Customer Personal Data outside of the UK as required for the purpose as specified in Schedule 3, provided that Sapio shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of Sapio, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).
- 8.6 If any changes or prospective changes to the Data Protection Legislation result or will result in one or both parties not complying with the Data Protection Legislation in relation to processing of Customer Personal Data, then the parties shall use all reasonable endeavours promptly to agree such variations to the Contract as may be necessary to remedy such non-compliance.
- 8.7 In the event that a party requires the other party to process any personal data other than in connection with the D2S Services, the parties shall enter into a separate written agreement, setting out all required details (including the nature and duration of the processing, the type(s) of data and the data subjects involved) as well as each party's obligations in respect of such data.
- 8.8 Unless otherwise specified in the Statement of Work, the Deliverables shall not contain any personal data. The Customer (either directly or indirectly via a third party) shall not, and shall not attempt to, identify any individual using information contained in the Deliverables or in any other information or materials provided to it by Sapio.

9. Limitation of liability

- 9.1 Nothing in the Contract shall limit or exclude either party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) wilful default; or

(d) any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, Sapio's total liability to the Customer shall not exceed an amount equal to 100% of the Charges (net of VAT) paid or payable by the Customer under the Contract. Sapio's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

9.3 This clause 9.3 sets out specific heads of excluded loss and exceptions from them:

(a) Subject to clauses 9.1 and 9.4, the types of loss listed in clause 9.3(c) are wholly excluded by the parties, but the specific losses listed in clause 9.3(d) are not excluded.

(b) If any loss falls into one or more of the categories in clause 9.3(c) and is also specified in clause 9.3(d), then it is not excluded.

(c) The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) any special, indirect or consequential loss, costs, damages, charges or expenses.

(d) The following specific losses are not excluded:

(i) sums paid by the Customer to Sapio pursuant to the Contract, in respect of any Services not provided in accordance with the Contract; and

(ii) reasonable additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract.

9.4 Nothing in the Contract excludes the liability of the Customer for any breach, infringement or misappropriation of Sapio's Intellectual Property Rights.

9.5 All of the parties' warranties, representations and commitments in respect of the subject matter of the Contract are expressly set out in the Contract. All other terms, warranties, guarantees, representations and commitments relating to the Services (whether express, implied, oral or written) are, to the fullest extent permitted by law, excluded from the Contract.

9.6 For the avoidance of doubt, Sapio does not make any warranty or guarantee (express or implied) as to the predicted or actual results of any research or questionnaires carried out as part of the Services.

9.7 Unless the Customer notifies Sapio that it intends to make a claim in respect of an event within the notice period, Sapio shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having

grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, Sapio may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;
- (b) in Sapio's reasonable opinion, association with the Customer is likely to bring Sapio into disrepute; or
- (c) the Customer is acquired by, or itself acquires, a competitor of Sapio.

10.3 Without affecting any other right or remedy available to it, the Customer may terminate the Contract for convenience at any time by giving Sapio 14 days' written notice.

10.4 Without affecting any other right or remedy available to it, Sapio may suspend the supply of Services under the Contract (including access to the Hosted Services) or any other contract between the Customer and Sapio if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(e), or Sapio reasonably believes that the Customer is about to become subject to any of them.

11. Consequences of suspension and termination

11.1 On suspension of the Services or termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Sapio all of Sapio's outstanding unpaid invoices and interest. In respect of Services supplied but for which no invoice has been submitted, Sapio shall submit an invoice in respect of all Services provided, expenses incurred in accordance with clause 6.2 and any applicable VAT to the point that the Services were suspended or terminated, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall have no right to use any Deliverables until it has made all payments in accordance with clause 11.1(a);
- (c) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation; and
- (d) Sapio may destroy or otherwise dispose of any of the Output in its possession unless Sapio receives, no later than 10 days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Data. Sapio shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination).

11.2 If the Customer exercises its right to terminate the Contract pursuant to clause 10.3 before the Delivery Date, it shall not be obliged to pay for any Charges specified in the Statement of Work as relating directly to the D2S Services. If the Customer exercises this right of termination on or after the Delivery Date, it shall be required to pay all Charges (including for the D2S Services).

11.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. General

12.1 Force majeure. Neither party shall be in breach of the Contract nor otherwise liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

12.2 Assignment and other dealings.

- (a) Subject to clause 12.2(b), neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party.

- (b) Sapio may subcontract any but not all of the Services to any one or more third parties. Sapio shall at all times remain liable to the Customer for the performance of any subcontracted obligations.

12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's Confidential Information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

- (a) Any notice given by either party shall be in writing, in English and sent to:
 - (i) in respect of notices to Sapio, team@sapioresearch.com;
 - (ii) in respect of notices to the Customer, the email address stated in the Statement of Work or, where no such email address is stated, any email address the Customer has previously used to correspond with Sapio, or where no previous email correspondence has taken place, any publicly listed email address associated with the Customer; or
 - (iii) such other email address as may be notified from time to time in accordance with this clause 12.8.
- (b) Any such notice shall be sent as a pdf (or equivalent file format) attachment and the email subject shall include the words "legal notice attached".
- (c) Provided that the requirements of clauses 12.8(a) and 12.8(b) have been met, a notice shall be deemed to have been received at the time of transmission provided that, if deemed receipt would occur outside Normal Business Hours in the place of receipt, it shall be deferred until Normal Business Hours resume.
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 Dispute resolution and governing law.

- (a) Any dispute between the parties arising out of or in connection with the Contract shall be referred in the first instance to a senior representative of each party for resolution. The nominated representative of each party must have authority to settle the dispute referred to it. The nominated representatives of each party shall meet within 5 Business Days of the dispute being referred to them and shall work together in good faith to resolve such dispute.
- (b) Any dispute or claim arising out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim.

Schedule 1 Availability SLA for the Hosted Services

1. Introduction

1.1 This Schedule 1 sets out Sapio's availability commitments relating to the Hosted Services.

1.2 In this Schedule 1, "**uptime**" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services Supplier for the Hosted Services.

2. Availability

2.1 Sapio shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99% during each calendar month.

2.2 Sapio shall be responsible for measuring uptime and shall do so using any reasonable methodology.

3. Exceptions

3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Sapio has met the uptime commitment in paragraph 2.1:

- (a) an event of force majeure (as described in clause 12.1);
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of Sapio's hosting infrastructure services Supplier, unless such fault or failure constitutes an actionable breach of the contract between Sapio and that services Supplier;
- (d) a fault or failure of the Customer's computer systems or networks;
- (e) any breach by the Customer of the Contract; or
- (f) scheduled maintenance carried out in accordance with the Contract.

Schedule 2 Overview of Services

- **Survey set-up and Fieldwork:** conducting of research within the criteria and parameters set out in the Statement of Work.
- **Reporting:** Analysis of, and reporting on, findings within the criteria and parameters set out in the Statement of Work.
- **D2S Set-Up Services:** creation of staff login accounts; testing of key staff accounts; provision of access credentials; 1-hour online staff training session.
- **Hosted Services:** the Data 2 Story services provided by Sapio to the Customer under the Contract via <https://app.sapioresearch.com/> or any other website notified to the Customer by Sapio from time to time. The Hosted Services shall consist of access to the Platform in respect of the Project purchased.
- **D2S Support Services:** Sapio shall make available to the Customer a helpdesk service via email and the system's in-built chat functionality. Sapio shall: (i) ensure that the helpdesk is operational and adequately staffed during Business Hours; (ii) use reasonable endeavours to respond to, and resolve, requests for support promptly, having regard to the severity of the issue.

Schedule 3 Processing, Personal Data and Data Subjects

1. Processing by Sapio

1.1 Scope

Processing in relation to the Hosted Services under the Contract.

1.2 Nature of processing

Data collection, storage and sharing with Supplier's sub-processor (DevSquad).

1.3 Purpose of processing

For setting up and managing Customer staff login accounts, and assisting with any helpdesk enquiries.

1.4 Duration of the processing

The term of the Contract.

2. Types of Personal Data

Names, email addresses and telephone numbers.

3. Categories of Data Subject

Customer staff and any permitted users who are granted access to the Platform in accordance with the Contract.