

Hosted Services Terms



These Hosted Services Terms set out the terms and conditions on which the Client may use the Services.

1. Definitions and interpretation

1.1 Definitions

Affiliate means, in relation to either Party, each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party, the terms “subsidiary” and “holding company” having the meanings given to them in section 1159 of the Companies Act 2006;

Agreement means the agreement between the Client and Sabio on these Hosted Services Terms;

AppFoundry means the on-line location(s) where products and services affiliated with Genesys Application Marketplace are publicly displayed, advertised, marketed, described, or sold;

Client means the company that is a Genesys client and becomes a Sabio client when it purchases access to the Hosted Services;

Client Data means the Client’s data inputted to, or required for, the Hosted Services.

Confidential Information means information which a reasonable business person would consider to be confidential, including (to the extent confidential): trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, details of the disclosing Party’s products and services, know-how, ideas, and technical, business, financial or marketing information, models, pricing, plans and strategies, as well as information relating to, the disclosing Party’s vendors, employees, consultants, customers and prospects;

Documentation means the written information published by Sabio or its Service Providers which Sabio may provide the Client to facilitate use of the Hosted Services;

DP Laws means the UK GDPR and any legislation which seeks to implement the GDPR as enacted in the UK including the Data Protection Act 2018 (“DPA”); or from and including the date on which the legislation comes into force, any UK legislation which replaces the UK GDPR or DPA from time to time;

Effective Date means the date on which the Client purchases access to the Hosted Services on AppFoundry;

Europe Zone means the European Economic Area and the United Kingdom (even if the United Kingdom is declared to no longer be in the European Economic Area);

Fees means the fees payable by the Client to Sabio in consideration for Sabio providing the Services, as set out in clause 3 and AppFoundry;

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 204(4)) of the DPA;

Genesys means Genesys Europe B.V. and its Affiliates;

Genesys Cloud Services means the online, web-based, cloud-based platform services provided by Genesys via designated websites and transacted by Genesys as software as a service;

Go Live Date means the date from which the Hosted Services are ready to be used by the Client;

Hosted Network means the configuration of server application software, hardware, operating system software and network connectivity as offered by Sabio to be able to provide the Hosted Services;

Hosted Services means the provision of access to and use of the Software via the Hosted Services Infrastructure, from the Go Live Date, as described in more detail in AppFoundry as updated from time to time;

Hosted Services Centre shall mean the facilities and environment managed or utilised by Sabio and/or its Service Providers to the Client, including all Software, servers, hardware, networks, equipment and technology installed or used within such environment;

Hosted Services Infrastructure means the common, integrated hardware and software components used by Sabio and its Service Providers to provide the Hosted Services from the Hosted Services Centre to the Client and other customers of Sabio;

Hosted Services Terms/Terms means these terms and conditions;

Implementation Professional Services means any configuration, technical or consultancy professional services provided by Sabio up to and including the Go Live Date in connection with the implementation of the Hosted Services, if any;

In Life Professional Services means any configuration, technical, “optimisation” or consultancy professional services provided by Sabio following the Go Live Date in connection with the Hosted Services;

Insolvent means where a Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of that Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of that Party or that Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

Hosted Services Terms



Intellectual Property means all patents, trademarks, service marks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world, whether registered or unregistered and including the application for the grant of any such rights;

Parties means the Client and Sabio and '**Party**' shall mean either of them;

Professional Services means the Implementation Professional Services and/or the In Life Professional Services (as the context requires);

Sabio means the Sabio Ltd, a private limited company registered in England and Wales under company number 03644452 and its Affiliates;

Services means the Hosted Services and/or Professional Services (as the context requires);

Service Provider means any service provider who is engaged by Sabio in connection with the delivery of the Services;

Software means any software which Sabio grants access to and use of, pursuant to this Agreement;

Term means the term for the supply of the Hosted Services commencing on the Go Live Date and as specified when purchasing access to the Hosted Services, or if no initial term is stated, twelve (12) months;

Working Days means Monday to Friday when banks are open for business in London;

1.2 Interpretation

1.2.1 References to "**Personal Data**", "**processing**", "**processor**", "**data subject**", "**controller**" and similar expressions in the Agreement have the meanings given to them in the DP Laws.

1.2.2 In this Agreement (except where the context otherwise requires) the clause headings are included for convenience only and shall not affect its interpretation.

1.2.3 References to clauses and exhibits are references to the clauses of, and exhibits to, these Terms.

1.2.4 A reference to any statute, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or other instrument at the date of signature of this Agreement and as subsequently amended, replaced or re-enacted.

1.2.5 The words '**include**', '**including**', '**for example**' or '**such as**' (and similar expressions) are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. Services

2.1 Sabio shall provide the Services to the Client: (a) with reasonable skill and care; and (b) in accordance with the Agreement.

2.2 Sabio shall inform the Client when the Hosted Services are ready for use by the Client (Go Live Date)

2.3 The Parties may agree changes to the scope of the Services, and/or may agree additional services, by entering into and signing a further written agreement. Sabio may make changes to the Services during the Term, provided that such changes do not have a material adverse impact on the quality of the Services.

3. Fees and Payments

3.1 Fees are payable in advance. Invoices are to be paid within 30 days of the invoice date and in any event before the Go Live Date (or the anniversary thereof in the case of a subscription renewal). All invoices for recurring Fees are to be paid by direct debit. All charges and expenses quoted are exclusive of value added tax, import or export duty or any other local or national excise duty or taxation, and any such taxation duties shall be payable by the Client.

3.2 The Client shall pay Sabio interest on late payments at the annual rate of 3 per cent over the base rate of the Bank of England from time to time in force, from the date that the payment fell due until the date of actual payment.

4. Term

4.1 This Agreement will commence upon the Effective Date and shall continue for the Term unless terminated earlier pursuant to clause 5.

4.2 Upon the expiry of the Term, the Client's access to the Hosted Services shall automatically terminate unless a renewal subscription has been purchased in AppFoundry.

5. Termination

5.1 Sabio may terminate this Agreement (in whole or part) immediately upon written notice to the Client in the event that the Client: (a) has committed a material breach of this Agreement which is irremediable or (if remediable) that remains uncured thirty (30) days after initial written notice of such breach or (b) is Insolvent; (c) fails to pay any outstanding invoice which has not been subject to bona fide dispute by the Client (acting in good faith) within ten (10) days after the due date of the invoice and subject to Sabio sending a written notice advising the Client that it is intending to terminate this Agreement by reason of the Client's non-payment of an invoice; (d) Client ceases to be a Genesys client or otherwise ceases to have access to the Genesys Cloud Services or AppFoundry; or (e) breaches clause 6.1.

5.2 Sabio may terminate this Agreement without cause at any time by providing the Client with no less than 90 days and, in such case, Sabio shall refund all Fees paid with regard to Services paid for but not provided.

5.3 Upon expiration or any termination of the Agreement, the Client shall remove all materials, tags and code placed on the Client's website as part of the Services and shall otherwise cease use of the Software and Services.

5.4 Termination of this Agreement shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and the rights to terminate the Agreement are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing including the right to recover damages.

5.5 Upon the termination of this Agreement (in whole or part), the Client shall immediately remit to Sabio all Fees, expenses and taxes due and payable under this Agreement, and Sabio shall be under no obligation to deliver any further Services under this Agreement.

5.6 Any provisions that are stated, or by their nature are intended, to survive this Agreement shall so survive.

6. Client's obligations

6.1 Client agrees that it will not: (a) modify, decompile, disassemble or reverse engineer, or cause or permit any other party to modify, decompile, disassemble or reverse engineer, the Software; (b) sublicense any Intellectual Property of Sabio or its Service Providers to third parties or sell, resell, rent, sublicense, time-share lease or otherwise make available the Services or any Software to third parties; (c) otherwise violate the licence grant or restrictions set forth in the Agreement; (d) use the Services to store or transmit malicious code, or infringing or unlawful material; (e) interfere with or disrupt the integrity or performance of the Services or data contained therein; (f) attempt to gain unauthorized access to the Services or their related systems or networks (including the Hosted Services Infrastructure); (g) alter, copy, move or delete any tags or code placed as part of the Services except as provided for in this Agreement; (h) misappropriate any of Sabio's or its Service Providers' software (including Software), technology or other services or use the Services to create competing products or services; (i) use, copy, distribute or duplicate the Services except as expressly set out in this Agreement; (j) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (k) access the Hosted Services using any software other than the Software or infrastructure other than the Hosted Services Infrastructure; or (l) knowingly or negligently take any action that would cause the Software to be placed in the public domain.

6.2 The Client shall: (a) provide Sabio with all necessary co-operation and assistance in relation to the Agreement, and all necessary access to such information as may reasonably be required by Sabio in order to provide the Services; (b) carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner, including any Client dependencies that are described in AppFoundry, or otherwise notified to the Client by Sabio or agreed between the Parties in writing. In the event of any delays in the Client's provision of such assistance, Sabio may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) use the Services in compliance with all applicable laws and regulations and only in accordance with this Agreement; (d) ensure that it and its users use strong passwords, regularly change their passwords, and do not disclose their passwords to third parties; (e) be responsible for use of the Services by any person who gains access to the Client's data or Services as a result of the Client's failure to use reasonable security precautions, even if the use was not authorised by the Client; (f) have sole responsibility for the legality, reliability, integrity, accuracy, completeness and quality of the Client Data and the Client shall maintain regular back-ups of the Client Data; and (g) ensure that its network, hardware, web browsers, equipment and systems comply with the relevant specifications provided by Sabio from time to time.

7. Intellectual Property Rights

7.1 Subject to the Client complying with its obligations under this Agreement, Sabio hereby grants to the Client, during the Term, a non-exclusive, non-transferable licence to: (a) use the Services and the deliverables from the Services for the purposes of the Client's internal business purposes only; and (b) use the Documentation to the extent reasonably necessary to make use of the Services as contemplated by this Agreement.

Hosted Services Terms



7.2 Except as otherwise specifically provided herein, nothing in this Agreement authorises the Client to sublicense, embed or otherwise make available the Software or the Services to any third party, or any third party application or product.

7.3 The Client warrants and represents that it owns or has rights to all content, materials, Client Data, software and technology supplied by the Client and its customers to Sabio (“**Client Materials**”) pursuant to this Agreement. The Client hereby grants to Sabio a non-exclusive, non-transferable, royalty free, licence to use the Client Materials for the purposes of providing the Services and as otherwise permitted by this Agreement.

7.4. As between Sabio and the Client, Sabio shall own all right, title, and interest in and to the Software, Services and Documentation, and any derivative works thereof, including, but not limited to, all Intellectual Property rights associated therewith.

8. Confidential Information

8.1 Each Party may have or gain access to the Confidential Information of the other Party. Each Party agrees to hold and treat all Confidential Information of the other Party in confidence and will protect the Confidential Information using all reasonable efforts, but in any event not less than the same degree of care as such Party uses to protect its own Confidential Information of like nature. The Confidential Information will not, without the prior written consent of the other Party, be disclosed to any third party except that the receiving Party may disclose the Confidential Information or portions thereof: (a) to its directors, officers, employees, (where Sabio is the receiving Party) third party providers engaged in the Services, agents and representatives (including personnel of Affiliates) on a need-to-know basis, so long as each such recipient agrees to be bound in writing to maintain the confidentiality of such information as set forth herein (and the receiving Party remains responsible for protecting the Confidential Information in accordance with this Agreement); or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving Party is required to disclose such Confidential Information under this sub-clause (b), the receiving Party shall (where legally permitted to do so) promptly notify the disclosing Party of such pending disclosure and consult with the disclosing Party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information.

8.2 Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that: (a) at the time of the disclosure or thereafter is in the public domain (other than through breach of this Agreement by the receiving Party); (b) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement (or general legal obligation of confidentiality) with respect to the Confidential Information; or (c) has been independently acquired or developed by or on behalf of the receiving Party without violating its obligations under this Agreement or under any applicable law, and without using any Confidential Information. This clause shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information.

8.2 The provisions of this clause 8 shall continue for a period of 3 years following termination of this Agreement.

9. General Warranties

Each Party warrants that: (a) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement; and (b) the person agreeing to the terms of the Agreement on behalf of that Party has the power and authority to bind that Party.

10. Limitation of Liability.

10.1 Nothing in the Agreement shall limit or exclude: (i) either Party’s liability for personal injury or death as a result of its negligence; (ii) either Party’s liability for fraud or fraudulent misrepresentation; (iii) either Party’s liability to the extent that such limitation or exclusion is not permitted under applicable law; or (iv) the Client’s obligations and liability to pay the Fees.

10.2 Subject to clause 10.1, neither Party shall have any liability under or in connection with the Agreement (whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, under an indemnity, or otherwise) for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) anticipated savings; (e) loss or corruption of data; (f) punitive damages; or (g) indirect, special or consequential losses.

10.3 Without prejudice to clause 10.2, and subject to clause 10.1, Sabio’s total aggregate liability to the Client under or in connection with the Agreement (whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, under an indemnity, or otherwise) shall not exceed 100% of the Fees actually paid by the Client under the Agreement.

10.4 The Client is solely responsible for, and Sabio shall have no liability with respect to: (a) the style and content of all communications and data conveyed to users of the Hosted Services; (b) the recording or logging of calls or sessions (if any) as part of the Hosted Services and Client and will take all appropriate measures as necessary to comply with all laws applicable to the foregoing; and (c) obtaining all necessary consents under applicable laws

Hosted Services Terms



and regulations in order to allow the Sabio and its Service Providers to use the Client's or the Client's users' data in accordance with this clause 10.4.

10.5 Where the Hosted Services make wellbeing suggestions, the Client acknowledges and agrees that the Hosted Services are not a medical device and should not be used or promoted as such to its users. Sabio is not qualified to express a medical opinion or issue a diagnostic and nothing in the Hosted Services shall be interpreted as such. Sabio shall not be liable to Client for the it or its users' reliance on or interpretation of the wellbeing suggestions made in the Hosted Services and as between the Parties Client is solely responsible for ensuring that its users seek professional or specialist advice regarding their wellbeing.

10.5 Sabio does not and cannot control infrastructure outside of the Hosted Network and Hosted Services Infrastructure. The Client's connections to the internet and/or to telecommunications networks may be impaired or disrupted independently of Sabio or its Service Providers. Although Sabio will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Sabio cannot guarantee that such events will not occur. Accordingly, Sabio disclaims any and all liability resulting from or related to such events.

10.6 Except as expressly set out in the Agreement, all conditions, warranties, terms, undertakings and obligations, written or verbal, express or implied by statute, common law, custom, trade usage or otherwise (including as to satisfactory quality, merchantability, non-infringement, or fitness for a particular purpose) are hereby excluded to the maximum extent permitted by applicable law.

11. IP Infringement

11.1 Subject to the remainder of this clause 11, Sabio shall indemnify the Client from and against all costs and damages which are finally awarded against the Client by a court of competent jurisdiction as a result of an infringement of a third party's Intellectual Property rights by Sabio's supply of the Software or Services under the Agreement.

11.2 The Client must take all reasonable steps to mitigate the costs and damages against which it is seeking to be indemnified under clause 11.1.

11.3 As a condition of the indemnity given by Sabio in clause 11.1, the Client must: (a) notify Sabio promptly of any claims or legal proceedings or allegation of infringement upon becoming aware of the same; (b) make no admissions relating to any claims, legal proceedings or allegations of infringement without Sabio's prior written consent; (c) not agree any settlement or compromise of such claims or legal proceedings nor make any payment on account of them without Sabio's prior written consent; (d) allow Sabio at its own expense and sole option, to: (i) procure for the Client the right to continue using the affected Services; or (ii) replace or modify, or procure the replacement or modification of, such affected Services, provided that: (A) the performance and functionality of the replaced or modified part is equivalent in all material respects to the performance and functionality of the original part; (B) the replaced or modified part does not have any material adverse effect on the Hosted Services; (C) there is no additional cost to the Client; and (D) the terms of the Agreement apply to the replaced or modified part; (e) allow Sabio to conduct all negotiations and proceedings providing that Sabio consults with the Client and keeps the Client fully informed with respect to the claim. The Client shall give Sabio all reasonable assistance in these matters providing Sabio agrees to pay the Client's reasonable expenses for such assistance.

11.4 The indemnity in clause 11.1 shall not apply to the extent that: (a) the Client has modified the Software or Services and such modification has contributed to the infringement of the third party's Intellectual Property rights; (b) the Client has combined the Software or Services with other products and such combination has contributed to the infringement of the third party's Intellectual Property rights; (c) the Client has used the Software or Services other than in accordance with Sabio's instructions and such use has contributed to the infringement of the third party's Intellectual Property rights; (d) the infringement or alleged infringement has been caused by information provided by the Client or by Sabio conforming with specifications provided by the Client; (e) the Client has used the relevant Software or Services in breach of any provision of the Agreement; or (f) the Client has been negligent and such negligence is directly relevant to the infringement.

11.5 If Sabio is unable to either procure the right for the Client to continue to use infringing Software or Services or to replace or modify the infringing Software or Services (in accordance with clauses 11.3(d)(i) and (ii)) within a reasonable period of time, the relevant part of the Agreement shall terminate.

11.6 This clause 11 sets out Sabio's entire liability to the Client and the Client's sole remedy in respect of any claims made pursuant to clause 11.1.

11A. Client IP Indemnity

Client agrees to indemnify, defend and hold harmless Sabio, together with its officers, directors, employees, and agents (including Genesys), against any liability (including reasonable attorneys' fees) arising out of any claim

Hosted Services Terms



made against Sabio arising out of or related to Client or its users use of the Hosted Services in violation of this Agreement including, but not limited to, any claim that Client or its users use infringes the intellectual property rights (including, but not limited to, patent, trademark and copyright rights) of any third party. Client will bear the expense of such defense and pay any damages and attorneys' fees which are attributable to such claim.

12. Force Majeure

12.1 Except for obligations of payment, neither Party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the Party, including: act of God; lightning; flood; exceptionally severe weather; subsidence; fire; explosion; war; civil disorder; acts of terrorism; nuclear, biological or chemical incidents; national or local emergency; epidemic and pandemic; statutory obligation; industrial disputes of any third party supplier; delay or failure or rationing of energy supplier; acts or omissions of local or central government or of other competent authorities; or act or omissions of a person for whom a Party is not responsible (including the other Party); or any other cause whether similar or dissimilar outside its reasonable control.

13. Data Protection

The Parties shall comply with the terms at Exhibit A.

14. Miscellaneous

Suspension. If: (a) disruptions to the Hosted Network are being caused by the Client, its users or any third party acting on the Client's behalf (other than Sabio); (b) unlawful activities are occurring and such actions may result in liability on the part of Sabio; (c) Sabio is prevented from providing the Services by any governmental order, direction of any government agency, or order of a court of competent jurisdiction; or (d) any sum owed to Sabio by the Client is more than fourteen (14) days overdue (without prejudice to any rights Sabio has to terminate), Sabio may suspend the applicable Services immediately. Sabio will use reasonable commercial efforts to notify the Client of such suspension promptly and will cooperate with the Client to resolve the issue. Sabio shall resume the Services as soon as reasonably practicable following resolution of the issue.

Notices. Notices shall be in writing and addressed to the Company Secretary of the other Party and sent by first class mail to the registered address of that other Party. Notices shall be deemed to have been received three Working Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten Working Days after the date of posting.

Audit Rights. Upon request, the Client will provide Sabio with all reasonable access to premises, systems, assistance and information required to enable Sabio to determine whether the Client is in compliance with this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the Parties on this subject matter and supersedes any and all previous agreements on this subject, whether oral or written. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on any prior statement, representation, warranty or understanding, save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement, it has not relied on (or has been induced to enter into this Agreement by any prior statements, representations, warranties or understandings. Nothing in this provision will operate to exclude liability for fraud or fraudulent misrepresentation.

Brand Usage. Sabio may use the Client's name, trade name, trademarks and icons (collectively, the "Brands") in connection with providing the Services, and to identify the Client as a customer of Sabio on Sabio's website or in Sabio's collateral, but only for so long as this Agreement remains in effect. In the event that the Client notifies Sabio of any incorrect usage of its Brands, Sabio shall promptly correct any such incorrect usage.

Dispute Resolution. A Party shall not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute related to the Agreement, unless it has complied with this clause. A Party claiming that a dispute has arisen shall notify the other Party giving details of the dispute. If the Parties are unable to resolve the dispute within five (5) Working Days (or such longer period as agreed between the Parties) from the date of the notice setting out the nature of the dispute is served, then either Party may request a meeting within a further five (5) Working Days between senior personnel (as notified by each Party to the other for this purpose) who shall have power to resolve the dispute. Nothing in this clause prevents a Party from seeking interim relief or remedies at any time in the courts.

Variations. The terms of the Agreement including these Hosted Services Terms may only be changed or added to by a written variation, agreed and signed by both Parties.

Severability. Notwithstanding that the whole or any part of any provision of these Hosted Services Terms may prove to be illegal or unenforceable the other provisions of the Agreement, these Hosted Services Terms and the remainder of the provision in question (if applicable) shall remain in full force and effect.

Relationship. Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the Parties. Neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party.

Waiver. No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either Party under this Agreement is exclusive of any other right, power or remedy available to that Party and each such right,

Hosted Services Terms



power or remedy shall be cumulative. The Client further agrees no action or claim arising out of the Agreement may be brought more than one (1) year after the cause of action to which it relates first becomes known (or ought to have become known) to the Client.

Client Terms. Any terms and conditions attached to or referred to in any purchase order, invoice or other documentation provided by the Client shall not apply.

Subcontracting. Sabio may subcontract all or part of its obligations under the Agreement. Sabio may change the location of any hosting facility and may change the Service Providers it subcontracts to from time to time. Sabio shall remain responsible for the performance of such obligations by any subcontractors to the extent that Sabio would have been liable for the same pursuant to the Agreement.

Assignment and Transfers. Neither Party shall assign or transfer the Agreement or any part of it to anyone else without the other Party's prior written consent, except that Sabio may assign or transfer (in whole or in part) the Agreement to any Sabio Affiliate without consent.

Third Party Rights. A person who is not a Party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. Applicable Law and Jurisdiction

This Agreement and any matters relating to it (including non-contractual matters) shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in relation to disputes arising under or in connection with this Agreement (including non-contractual matters).

Hosted Services Terms

Exhibit A – Data Protection

1.1 Each Party shall comply with their respective obligations under the DP Laws.

1.2 The Parties acknowledge and agree that the Client is the controller and Sabio is the processor of all Personal Data processed by Sabio on behalf of Client under the Agreement. The following provisions apply to any processing of Personal Data by Sabio as a processor of Client under the Agreement:

1.2.1. Sabio may process the Personal Data to the extent reasonably necessary to provide and improve the Services and otherwise as reasonably necessary to fulfil its obligations under the Agreement (“**Purposes**”) and Sabio may also transfer (and allow processing of) the Personal Data to (and by) its subcontractors for those Purposes (which includes (without limitation) the manufacturers of any related products and/or software, Sabio Affiliates, and other third party providers providing products or services to Sabio as a subcontractor in respect of any Services). Client hereby gives all required authorisations and consents under the DP Laws for such processing and this clause constitutes Client’s documented instructions for Sabio (and its subcontractors) to process the Personal Data in accordance with the Agreement and for the Purposes. Client acknowledges that the entirety of its instructions are set out in the Agreement and any further instructions shall be subject to a written variation to the Agreement being agreed and signed by the Parties.

1.2.2 Sabio may process (and allow the subcontractors listed in clause 1.2.1 to process) the Personal Data within the Europe Zone for the Purposes. Sabio may also transfer Personal Data to a country outside the Europe Zone (including transfers to and processing by the subcontractors listed in clause 1.2.1) for the Purposes provided Sabio ensures compliance with the transfer requirements of the DP Laws in respect of the transfer to the relevant country, which may include (without limitation): (1) (2) putting in place EU model standard contract clauses with the ICO’s UK Addendum or an International Data Transfer Agreement with the relevant third party transferee; or (2) reliance on an applicable decision of adequacy. Client hereby gives all required authorisations and consents under the DP Laws for such transfers and processing and this clause constitutes the Client’s documented instructions for such transfers and processing.

1.2.3 Sabio shall use appropriate technical and organisational measures designed to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during the processing of the Personal Data.

1.2.4 For the purposes of Article 28 of the GDPR:

a) Sabio shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

b) Sabio shall take all measures required as a processor under Article 32 GDPR.

c) Data subjects whose Personal Data is processed pursuant to the Agreement may have the right to request access to and the correction, deletion or blocking of such Personal Data under the GDPR. Such requests shall be addressed to and be considered by the Client, who is responsible for ensuring such requests are handled in accordance with the GDPR. Sabio will (at the Client’s cost) implement appropriate technical and organisational measures to assist the Client in complying with its obligations relating to data subject requests. To the extent the Client in its use of, or receipt of the benefit of the Services, does not have the ability to access, correct, delete or block Personal Data, as required by the GDPR, Sabio shall comply with any commercially reasonable request by the Client to facilitate such actions to the extent Sabio is legally permitted to do so.

d) Sabio shall provide reasonable assistance to the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Sabio.

e) Upon expiry or termination of all Services under the Agreement for any reason, Sabio shall either: (i) return the Personal Data to the Client; or (ii) delete the Personal Data from all computer systems and other data storage systems, provided that Sabio shall be permitted to retain a copy of the Personal Data that it is legally permitted to retain.

f) Sabio shall make available to the Client all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause 1.2.4.

g) Sabio shall promptly inform the Client if, in Sabio’s opinion, an instruction of Client infringes the GDPR or other Union or Member State data protection provisions and Sabio shall be entitled without penalty or liability to suspend execution of the instructions concerned, until the Client confirms such instructions in writing. Any notification by Sabio under this clause should not be regarded as legal advice and Sabio shall not be required to perform a legal assessment of Client’s instructions. Client shall seek its own legal advice in relation to its own obligations under the DP Laws.

h) The categories of data subject, the duration of processing, the purpose of processing and types of Personal Data processed are as follows:

(1) Categories of data subject: The Client’s (or its Affiliate’s) staff and/or customers or suppliers (and/or their staff) and any other data subject whose Personal Data may be provided or made available to or hosted by Sabio in connection with the Agreement.

(2) Duration of processing: The term of the Agreement and any further necessary period after termination (or as otherwise agreed in writing between the Parties).

(3) Purpose of processing: As set out in clause 1.2.1.

Hosted Services Terms

(4) Types of Personal Data: Personal data made available to or hosted by Sabio in connection with the Services.

(i) In respect of processing of Personal Data by Sabio's subcontractors as envisaged in this clause 1.2, Sabio shall include in any contract with those subcontractors obligations on such subcontractors which are equivalent to the requirements of Article 28(3) GDPR as between Sabio and the subcontractor.

1.2.5 Nothing in clause 1.2 shall prevent Sabio processing any Personal Data outside the scope or requirements of clause 1.2 where required or permitted to do so by law to which Sabio is subject; in such a case, Sabio shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

1.2.6 Sabio shall notify the Client of any Personal Data breach by Sabio and/or any of its subprocessors without undue delay after it becomes aware of such Personal Data breach. Such notice shall include information regarding the Personal Data breach then available to Sabio in order to enable the Client to comply with any notification requirements to the relevant supervisory authority under DP Laws. Where and in so far as it has not been possible for Sabio to provide all such information at the same time in such notice, Sabio shall provide an explanation for any delay in providing such information to the Client and shall provide such information to the Client in phases without undue further delay.

1.2.7 Client shall reimburse Sabio for Sabio's reasonable costs incurred in providing any assistance or information (or taking any measures) required to be provided (or taken) by Sabio under clause 1.2.

1.2.8 Sabio shall be liable for the acts and omissions of its subcontractors who process Personal

Data under the Agreement to the same extent Sabio would be liable if performing the services of each subcontractor directly under the terms of this clause 1.2.

1.2.9 References to the GDPR (and to specific Articles or Chapters in the GDPR) in clause 1.2 shall be deemed to refer to any replacement legislation (and replacement equivalent Articles or Chapters) applicable in the UK from the date it comes into force.

1.3 The Client warrants and undertakes that it:

1.3.1 shall ensure that the instructions it has given in the Agreement (including 1.2.1 and 1.2.2) for the processing of Personal Data by Sabio comply with the DP Laws and the Client shall have the sole responsibility for the accuracy, quality, integrity, reliability and legality of the Personal Data and the means by which it obtained, collected and/or acquired the Personal Data;

1.3.2 is authorised by the relevant data subjects and third parties to give access to any Personal Data to which it provides access to Sabio and it will provide all necessary notices to data subjects and procure all necessary consents or satisfy a relevant legal basis in order for Sabio's processing of Personal Data as envisaged in the Agreement (including under clause 1.2) to comply with the DP Laws; and

1.3.3 (without prejudice to Sabio's rights and remedies) shall promptly notify Sabio if it becomes aware of any breaches of or other irregularities with the requirements of the DP Laws in relation to its own processing.

1.4 Sabio reserves the right to update this Exhibit upon written notice to the Client at any time, to ensure that it accurately reflects how Sabio processes Personal Data when providing the Hosted Services.