TERMS AND CONDITIONS

1 INTERPRETATION

1.1 The following words and phrases shall have the following meanings:

"Affiliates"	in the case of DYSIS LTD, DYSIS LTD Affiliates, and in the case of Client, Permitted Client Affiliates;
"Authorised Users"	those employees and/or individual contractors of the Client and (if applicable) any Permitted Client Affiliates who are authorised by the Client to use the Services and the Documentation and who have rights of access to additional management and administrative features and functionality including the dashboard;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Client"	the entity described as such in the Order Form;
"Confidential Information"	all information disclosed by or on behalf of a Party (in whatever medium, including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;
"Consultancy Rates"	as set out in the Order Form;
"Consultancy Services"	consultancy or other professional IT services as DYSIS LTD may provide from time to time;
"Client Data"	(a) any data or information provided by the Client to DYSIS LTD in connection with the use of the Services, and (b) any data or information which is uploaded by any Client Employees to the DYSIS LTD System in the course of use of the Services;
"Client Employees"	employees or individual contractors within the general workforce of the Client and (if applicable) any Permitted Client Affiliate who are permitted to use and have the benefit of certain features of the Services; the phrase "Client Employees" shall include the Authorised Users;
"Data Processing Agreement"	the terms governing the processes of Personal Data under this Agreement, as set out in Annex A;
"Data Protection Legislation"	(a) all applicable law and regulation concerning data protection and/or privacy in or relating to the European Union (as composed from time to time), including Directive 95/46/EC of the European Parliament on the protection of individuals with regard to the processing of Personal Data (for so long as the relevant provisions of such Directive remains in force), and (with effect from such time as it comes into force) the EU General Data Protection Regulation (2016/679); and (b) all local laws or regulations in force from time to time, in any country which as at the Effective Date is a member state of the European Union, implementing, giving effect to, replacing, consolidating or otherwise supplementing the law and regulation referred to in part (a) of this definition, or which otherwise concern data protection and/or privacy;
"Documentation"	documentation made available to the Client by DYSIS LTD online via the DYSIS LTD System, which sets out a description of the Services and the user instructions for the Services corresponding to the Product Plan to which the Client has subscribed;
"Effective Date"	the date on which this Agreement comes into force, as specified in the Order Form;
"Initial Subscription Term"	the initial term of this Agreement as specified in the Order Form;
"Minimum Notice to Terminate"	the minimum period of notice to be given by a Party in order to terminate for convenience pursuant to clause 14.1.1;
"Order Form"	the Order Form to which these Terms and Conditions apply;

"Party"	a contracting party to this Agreement, which includes any successor in title or permitted assignee;
"DYSIS LTD"	DYSIS LTD entity as specified in the Order Form;
"DYSIS LTD Affiliates"	all direct or indirect holding companies of DYSIS LTD from time to time, and all direct and indirect subsidiary companies of DYSIS LTD or of any such holding companies from time to time; in which respect "holding company" and "subsidiary" shall mean as set out in section 1159 of the Companies Act 2006;
"DYSIS LTD Software"	the online software applications and programs owned by or licensed to DYSIS LTD which provide the underlying functionality and features of the Services;
"DYSIS LTD System"	the IT environment (including servers, storage and networking equipment, and including DYSIS LTD Software) under the possession or control of DYSIS LTD, by which means the Services are made available by DYSIS LTD to its clients;
"Permitted Client Affiliates"	as specified in the Order Form;
"Product Plan"	the product plan as specified in the Order Form;
"Product Support"	the support services provided by DYSIS LTD as specified in the Order Form;
"Renewal Period"	each successive period of this Agreement following the Initial Subscription Term, as specified in the Order Form;
"Security Overview"	DYSIS LTD's published security policy, as amended from time to time;
"Service Availability"	as set out in the Order Form;
"Services"	the services provided by DYSIS LTD to the Client under this Agreement via DYSIS LTD System, which are made available via the Services Portal, as more particularly described in the Documentation;
"Services Portal"	the website specified as such in the Order Form, or any other website notified to the Client by DYSIS LTD from time to time;
"Special Terms"	any special terms set out in the Order Form;
"Sub-Processor Schedule"	the Schedule to the Data Processing Agreement, setting out the sub-processors to be used by DYSIS LTD in the provision of the Services;
"Subscription Fees"	the subscription fees payable by the Client to DYSIS LTD for the User Subscriptions, as set out in the Order Form in respect of the Initial Subscription Term and as adjusted thereafter in accordance with this Agreement;
"Subscription Term"	the Initial Subscription Term together with all subsequent Renewal Periods;
"Support Hours"	as defined in the Order Form;
"Support Service Levels"	DYSIS LTD's service levels for Product Support, as specified or referred to in the Order Form;
"Trial Period"	as defined in the Order Form;
"User Subscriptions"	the user subscriptions purchased by the Client, up to the amount specified in the Order Form (as may be varied or deemed varied from time to time), by which Client Employees are entitled to access and use the Services and the Documentation in accordance with this Agreement; and
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In this Agreement, unless otherwise specified or the context otherwise requires:

1.2.1 words importing the singular only shall include the plural and vice versa, and words importing the whole shall be treated as including a reference to any part;

1.2.2 reference to this Agreement or to any other document is a reference to this Agreement or to that document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement;

1.2.3 reference to any provision of law is a reference to that provision as modified or re-enacted from time to time, except to the extent that any modification or re-enactment takes effect after the Commencement Date and has the effect of materially increasing or extending any obligation or liability or otherwise materially adversely affects the rights of either Party;

1.2.4 reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time; and

1.2.5 reference to any statutory provision or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English statutory provision or legal term.

1.3 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.4 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

1.5 In this Agreement a reference to:

1.5.1 "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established); and

1.5.2 "written" or "in writing" includes emails and faxes, but excludes all other content or messages sent by mobile phone or via any instant messaging or similar platform.

2 USER SUBSCRIPTIONS

2.1 Subject to the Client purchasing the User Subscriptions in accordance with clause 3.3 and subject to the restrictions set out in this clause and the other terms and conditions of this Agreement (including any Special Terms), DYSIS LTD hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Client Employees (including the Authorised Users) to use the Services and the Documentation during the Subscription Term solely for the Client's internal business operations.

2.2 If the Order Form specifies any Permitted Client Affiliates, then:

2.2.1 the Client Employees to whom the Services are made available shall be extended to include employees and/or contractors of such Permitted Client Affiliates, provided always that the total aggregate number of Client Employees shall not in any event exceed the then-applicable total number of User Subscriptions;

2.2.2 the Client shall be responsible and liable to DYSIS LTD in respect of all acts, omissions and defaults of such Permitted Client Affiliates; and

2.2.3 no Permitted Client Affiliates shall have any right to rely on or enforce any term of this Agreement, and the Contracts (Rights of Third Parties) Act 1999 is accordingly excluded.

2.3 The Client hereby undertakes and agrees that:

2.3.1 the maximum number of Client Employees that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

2.3.2 it will not allow or suffer any User Subscription to be used by more than one individual member of the Client Employees unless it has been reassigned in its entirety to another individual, in which case the prior Client Employees shall no longer have any right to access or use the Services and/or Documentation; and

2.3.3 each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his or her password confidential.

2.4 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

2.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.4.2 facilitates illegal activity;

2.4.3 depicts sexually explicit images;

2.4.4 promotes unlawful violence;

2.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

2.4.6 is otherwise illegal or causes damage or injury to any person or property; or

2.4.7 the use or analysis of which breaches or would breach its obligations under the Data Processing Agreement;

and DYSIS LTD reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

2.5 The Client shall not:

2.5.1 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 this Agreement

(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

2.5.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.5.3 use the Services and/or Documentation to provide services to third parties; or

2.5.4 subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Client Employees, or

2.5.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.

2.6 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify DYSIS LTD.

2.7 Save in respect of the Permitted Client Affiliates, the rights provided under this clause are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client or to any other person or entity.

3 ADDITIONAL USER SUBSCRIPTIONS

3.1 The Client may, from time to time during any Subscription Term and in accordance with this clause 3, purchase additional User Subscriptions in excess of the number specified in the Order Form (as such number may be deemed varied from time to time under this clause), and DYSIS LTD shall grant access to the Services and the Documentation to such additional Client Employees in accordance with the provisions of this Agreement.

3.2 Unless otherwise agreed (as specified in the Order Form), the Client shall at the end of each quarterly period (the first quarterly period commencing on the Effective Date) submit details of the actual User Subscriptions above the specified number set out in the Order Form, with details of the date of the relevant increase(s). DYSIS LTD shall submit its invoice to the Client for the corresponding additional Subscription Fees at DYSIS LTD's then-current rates. If such additional User Subscriptions are purchased by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), such Subscription Fees shall be pro-rated from the date of activation by DYSIS LTD for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3.3 The Client shall pay to DYSIS LTD the relevant additional Subscription Fees as invoiced by DYSIS LTD, in accordance with the payment terms specified in the Order Form (or if none are specified, within 30 days of the date of DYSIS LTD's invoice). DYSIS LTD shall activate the additional User Subscriptions immediately upon payment by the Client of the corresponding invoice. Upon payment of the corresponding invoice, the number of User Subscriptions shall be deemed varied accordingly.

4 SERVICES

4.1 DYSIS LTD shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.

4.2 DYSIS LTD shall use commercially reasonable endeavours to ensure that the Services are made available for the Client for at least the Service Availability (measured on a monthly basis as a percentage of total time in that month, in minutes). In calculating Service Availability in every month the following shall be disregarded:

4.2.1 scheduled maintenance performed in that month outside Business Hours; in which respect scheduled maintenance shall be as posted from time to time on DYSIS LTD's status page available at https://status.DYSIS LTD.com/ (or at such address as DYSIS LTD may otherwise notify from time to time), and the Client hereby agrees to sign up to such status page for these purposes and shall be deemed to have been notified accordingly;

4.2.2 unscheduled maintenance performed outside Business Hours, provided that DYSIS LTD has given the Client not less than 4 Business Hours' notice in advance;

4.2.3 unscheduled maintenance in the case of emergency (including any steps or measures which are in DYSIS LTD's reasonable consideration necessary or desirable in connection with any anticipated emergency); and

4.2.4 any unavailability due to an event of force majeure (as specified in clause 15).

If Service Availability is not met in any month, the Client shall be entitled, upon notification to DYSIS LTD within 30 days of the end of the month in question, to be compensated by DYSIS LTD by an amount equal to 10% of the total applicable monthly fee (excluding VAT) for that month, for each 1% (of total time in that month, measured in minutes) below the Service Availability in which Services were unavailable (disregarding the factors referred to in clauses 4.2.1 to 4.2.4 above).

4.3 DYSIS LTD will, as part of the Services and at no additional cost to the Client, provide the Client with Product Support during the Support Hours in accordance with Support Service Levels.

4.4 DYSIS LTD shall provide any Consultancy Services if (and to the extent) stated in the Order Form, or as otherwise may be agreed between the Parties from time to time. DYSIS LTD shall charge, and the Client shall pay, fees in respect of any such Consultancy Services calculated at then-applicable Consultancy Rates, in accordance with the payment terms set out in the Order Form. DYSIS LTD shall be entitled to adjust the Consultancy Rates once in every year.

4.5 Unless otherwise stated in the Special Terms, DYSIS LTD shall be entitled to use the name and logo of the Client for promotional and marketing purposes.

5 CLIENT DATA

5.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

5.2 DYSIS LTD shall follow its procedures for the backup of Client Data as set out in its Security Overview. In the event of any loss or damage to Client Data, DYSIS LTD shall use all reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by DYSIS LTD in accordance with the backup procedure described in its Security Overview. DYSIS LTD shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by DYSIS LTD to perform services related to Client Data maintenance and back-up).

6 DATA PROTECTION

6.1 Each Party shall comply with its respective obligations under the Data Protection Legislation as set out in Annex A (Data Processing Agreement).

7 DYSIS LTD'S OBLIGATIONS

7.1 DYSIS LTD undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking in clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to DYSIS LTD's instructions, or modification or alteration of the Services by any party other than DYSIS LTD or DYSIS LTD's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, DYSIS LTD will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, DYSIS LTD:

7.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and

7.2.2 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 Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 This Agreement shall not prevent DYSIS LTD 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 this Agreement.

8 CLIENT'S OBLIGATIONS

8.1 The Client shall:

8.1.1 provide DYSIS LTD with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) all necessary access to such information as may be required by DYSIS LTD;

in order to provide the Services, including but not limited to Client Data, security access information and configuration services;

8.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, DYSIS LTD may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.4 ensure that the Client Employees use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Client Employee's breach of this Agreement;

8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for DYSIS LTD, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

8.1.6 ensure that its network and systems comply with the relevant specifications provided by DYSIS LTD from time to time; and

8.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to DYSIS LTD's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9 CHARGES AND PAYMENT

9.1 The Client shall pay the Subscription Fees to DYSIS LTD for the User Subscriptions in accordance with this clause.

9.2 The Client shall on the Effective Date provide to DYSIS LTD valid, up-to-date and complete purchase order information acceptable to DYSIS LTD and any other relevant valid, up-to-date and complete contact and billing details, and DYSIS LTD shall invoice the Client:

9.2.1 on or around the Effective Date, for the Subscription Fees payable in respect of the Initial Subscription Term; and

9.2.2 on or around each anniversary of the Effective Date, for the Subscription Fees payable in respect of the next Renewal Period,

and the Client shall pay each invoice within 30 days after the date of such invoice.

9.3 The Customer shall pay the full value of the invoice. All transaction fees and/or bank charges, which are incurred by DYSIS LTD in connection with payments made under this Agreement, shall be the borne by the Client and payable as such in addition to the amounts specified in this Agreement.

9.4 If DYSIS LTD has not received payment within 30 days after the due date and has furthermore contacted (or attempted to contact) the Client both by email and by telephone referring to its rights of suspension under this clause, then (without prejudice to any other rights and remedies of DYSIS LTD):

9.4.1 DYSIS LTD may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and DYSIS LTD shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of DYSIS LTD's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and fees stated or referred to in this Agreement:

9.5.1 are non-cancellable and non-refundable;

9.5.2 are exclusive of value added tax, which shall be added to DYSIS LTD's invoice(s) at the appropriate rate.

9.6 DYSIS LTD shall be entitled to increase the Subscription Fees, including the fees payable in respect of the additional User Subscriptions) at the start of each Renewal Period, upon giving 30 days' prior written notice to the Client.

10 PROPRIETARY RIGHTS

10.1 The Client acknowledges and agrees that DYSIS LTD and/or its licensors own all intellectual property rights in the Services, the Documentation and the DYSIS LTD Software. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, design right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other intellectual property rights or licences in, to or in respect of the Services, the Documentation or the DYSIS LTD Software.

10.2 DYSIS LTD 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 this Agreement.

11 CONFIDENTIALITY

11.1 Each Party shall, and in the case of the Client shall procure that all Permitted Client Affiliates shall:

11.1.1 keep all Confidential Information of the other Party confidential, and not without the prior written consent of the other Party disclose or permit the disclosure of the same to any third party other than its or their respective personnel on a strictly need to know basis; and

11.1.2 use the Confidential Information of the other Party only for the proper performance of its duties or exercise of its rights under this Agreement.

11.2   Each Party shall, and in the case of the Client shall procure that all Permitted Client Affiliates shall, keep the contents of this Agreement and all negotiations in relation to it confidential, and not disclose the same to any third party.

11.3   The provisions of clause 11.1 shall not apply to any Confidential Information that:

11.3.1   the receiving Party can reasonably demonstrate was known to the receiving Party or in its possession before that information was acquired from the disclosing Party;

11.3.2   is in or enters the public domain through no default of the receiving Party or any person on its behalf, with effect from the date that the relevant Confidential Information enters the public domain; or

11.3.3   the receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence.

11.4   The provisions of clauses 11.1 and 11.2 shall not apply to any information which is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure, provided that the receiving Party shall use all reasonable endeavours:

11.4.1   to give the other Party as much written notice of the disclosure as it reasonably can to enable the other Party to seek a protective order or other action protecting such information from disclosure;

11.4.2   to furnish only that portion of the information that it is legally obliged to disclose; and

11.4.3   to consult with the other Party with a view to agreeing the timing and content of any such disclosure.

11.5   The receiving Party shall notify the disclosing Party promptly if it becomes aware that any of the Confidential Information falls within the provisions of clauses 11.3 and 11.4.

11.6   Upon expiry or termination of this Agreement (howsoever arising) the receiving Party shall promptly return, or (if so requested by the disclosing Party) destroy, all Confidential Information of the disclosing Party.

11.7   No Party shall make, or suffer or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12   INDEMNITY

12.1   The Client shall (a) defend and indemnify DYSIS LTD and all DYSIS LTD Affiliates, and its and their respective officers, directors and employees, on demand, from and against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the use of the Services and/or Documentation by the Client and/or by any person under the auspices or control of the Client or any Permitted Client Affiliate whether or not Client Employees and whether or not acting in the course of their employment or engagement (in this clause, referred to as an **"Services Usage Claim"**), and (b) defend and indemnify DYSIS LTD and all DYSIS LTD Affiliates, its officers, directors and employees, on demand, from and against all third party or regulatory claims, actions, proceedings, or fines, and for any related losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees), arising out of or in connection with any breach by the Client of its obligations under the Data Processing Agreement (in this clause, referred to as a **"Data Protection Claim"**), provided that:

12.1.1   the Client is given prompt notice of any matter for which DYSIS LTD wishes to be indemnified under this sub-clause;

12.1.2   DYSIS LTD provides reasonable co-operation to the Client in the defence and settlement of the relevant Services Usage Claim or Data Protection Claim (as the case may be), at the Client's expense; and

12.1.3   the Client is given sole authority to defend or settle the relevant Services Usage Claim or Data Protection Claim (as the case may be), provided that no settlement shall be made which prejudices DYSIS LTD's rights or places DYSIS LTD under any obligations (in addition to those in this Agreement) without the prior written approval of DYSIS LTD (such approval not to be unreasonably withheld or delayed).

12.2 DYSIS LTD shall (a) defend the Client, its officers, directors and employees against any claim brought by a third party that the Services, Documentation or DYSIS LTD Software infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality (in this clause, referred to as an **"Infringement Claim"**), and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of any such Infringement Claims, and (b) defend and indemnify the Client, its officers, directors and employees against any third party or regulatory claims, actions, proceedings, or fines, and for any related losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees), arising out of or in connection with any breach by DYSIS LTD of its obligations under the Data Processing Agreement (in this clause, referred to as a **"Data Protection Claim"**), provided that:

12.2.1 DYSIS LTD is given prompt notice of any matter for which the Client wishes to be indemnified under this sub-clause;

12.2.2 the Client provides reasonable co-operation to DYSIS LTD in the defence and settlement of the relevant Infringement Claim or Data Protection Claim (as the case may be), at DYSIS LTD's expense; and

12.2.3 DYSIS LTD is given sole authority to defend or settle the relevant Infringement Claim or Data Protection Claim (as the case may be), provided that no settlement shall be made which prejudices the Client's rights or places the Client under any obligations (in addition to those in this Agreement) without the prior written approval of the Client (such approval not to be unreasonably withheld or delayed).

12.3 In the defence or settlement of any Infringement Claim, DYSIS LTD may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

12.4 In no event shall DYSIS LTD, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement (whether or not the subject of an Infringement Claim) is based on:

12.4.1 a modification of the Services or Documentation by anyone other than DYSIS LTD; or

12.4.2 the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by DYSIS LTD; or

12.4.3 the Client's use of the Services or Documentation after notice of the alleged or actual infringement from DYSIS LTD or any appropriate authority.

12.5 The foregoing states the Client's sole and exclusive rights and remedies, and DYSIS LTD's (including DYSIS LTD's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this Agreement:

13.1.1 the Client assumes sole responsibility for all information, notifications, results, data or disclosures (collectively "Results") supplied by DYSIS LTD to the Client or otherwise obtained or delivered (including automated delivery) in the course of the use of the Services and the Documentation by the Client, and DYSIS LTD hereby to the fullest extent permissible under applicable law expressly disclaims any and all responsibility and liability to the Client and/or to any affected Client Employees in respect of such Results, the Client's conclusions drawn from such Results, reliance upon such Results, or any steps, measures or actions taken or omitted to be taken relating to such Results;

13.1.2 to the fullest extent permissible under applicable law, DYSIS LTD shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to DYSIS LTD by the Client in connection with the Services, or any actions taken by DYSIS LTD at the Client's direction;

13.1.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

13.1.4 the Services and the Documentation are provided to the Client on an "as is" basis.

13.2 Nothing in this Agreement excludes or restricts the liability of either Party (the "first Party") to the other Party or the Affiliates of the other Party for (i) death or personal injury caused by the negligence of the first Party of any Affiliate of the first Party, or (ii) for fraud or fraudulent misrepresentation of the first Party or any Affiliate of the first Party.

13.3   Subject to clauses 13.1 and 13.2:

13.3.1   neither Party nor any Affiliate of that Party shall be liable to the other Party or any Affiliate of the other Party, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for (i) any of the following losses whether direct or indirect: loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or (ii) for any special, indirect or consequential loss, costs, damages, charges or expenses; in each case however arising under or in connection with this Agreement; provided that this clause shall not apply to limit or exclude any obligation to pay monies when due hereunder;

13.3.2   the total and aggregate liability of, collectively, DYSIS LTD and all DYSIS LTD Affiliates to, collectively, the Client and all Permitted Client Affiliates, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or non-performance or contemplated performance of this Agreement shall be limited to 125% of the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose; and

13.3.3   the total and aggregate liability of, collectively, the Client and all Permitted Client Affiliates to, collectively, DYSIS LTD and all DYSIS LTD Affiliates, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or non-performance or contemplated performance of this Agreement shall be limited to 125% of the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14   TERM AND TERMINATION

14.1   This Agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive Renewal Periods, unless:

14.1.1   either Party at any time notifies the other Party in writing of its intention to terminate, giving at least the Minimum Notice to Terminate; such notice to take effect at the expiry of the Initial Subscription Term or Renewal Period (as applicable) in which the notice is given; or

14.1.2   otherwise terminated in accordance with the provisions of this Agreement

14.2   Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

14.2.1   the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

14.2.2   the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.2.3   the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;

14.2.4   the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

14.2.5   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

14.2.6   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;

14.2.7   the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;

14.2.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

14.2.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;

14.2.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 14.2.3 to 14.2.9 (inclusive); or

14.2.11 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 On termination of this Agreement for any reason:

14.3.1 all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;

14.3.2 each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;

14.3.3 without prejudice to DYSIS LTD's rights in respect of anonymised data as set out in the Data Processing Agreement, DYSIS LTD shall delete any and all Client Data (including any Personal Data contained therein) within 90 days of the termination of this Agreement, provided that Client Data contained on backup copies of DYSIS LTD's databases shall not be deleted for up to 180 days from the date of termination, upon expiry of the then-current backup; and the Client hereby agrees that it shall be entitled to receive copies of any such Client Data solely by use by the Client of the data export functionality within the Services made available at any time up to the date of such termination; and

14.3.4 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 FORCE MAJEURE

15.1 Neither DYSIS LTD nor any DYSIS LTD Affiliate shall have any liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts or events beyond its reasonable control, including, without limitation:

15.1.1 strikes, lock-outs or other industrial disputes (whether involving the workforce of DYSIS LTD or any other party), war or substantive threat of war, terrorism or substantive threat of terrorism, riot or civil commotion or unrest, or malicious damage or accident;

15.1.2 compliance with any law or governmental order, rule, regulation or direction;

15.1.3 unforseeable failure of a third party internet, telecommunications or power network, or unforeseeable breakdown of plant or machinery, used or necessary for use by DYSIS LTD or any DYSIS LTD Affiliate in the performance of its obligations under this Agreement; or

15.1.4 fire, flood, storm, earthquake, subsidence, epidemic or other natural physical disaster or catastrophe;

provided that the Client is notified of such an event and its expected duration, and provided further that DYSIS LTD shall use reasonable endeavours to mitigate the effect of any such acts or events. If DYSIS LTD is prevented due to any such acts or events from substantially performing its obligations under this Agreement for a period in excess of 30 consecutive days then the Client shall be entitled to terminate this Agreement on giving at least 30 days' notice in writing to DYSIS LTD.

16 CONFLICT

If there is an inconsistency between (a) the express and unambiguous provisions in the Special Terms set out in the Order Form and these Terms and Conditions, the provisions of the Special Terms shall prevail; or (b) any other terms of the Order Form and these Terms and Conditions, these Terms and Conditions shall prevail.

17 VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

18 WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20 SEVERANCE

If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21 ENTIRE AGREEMENT

21.1 This Agreement 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.

21.2 Subject to clause 13.2, each party acknowledges that in entering into this Agreement 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 this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22 ASSIGNMENT

22.1 The Client shall not, without the prior written consent of DYSIS LTD, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 DYSIS LTD may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24 THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

25 NOTICES

25.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in this Agreement, or such other address as may have been notified by that Party for such purposes, or sent by fax to the other Party's fax number as set out in this Agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or 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. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

ANNEX A: DATA PROCESSING AGREEMENT

1. Each Party shall comply with its respective obligations under the Data Protection Legislation. The terms "Process", "Data Controller", "Data Processor", "Personal Data" and "Data Subject" shall have the same meaning as in the applicable Data Protection Legislation.

Nature and Purpose of Processing

2. In the course of the provision of the Services, DYSIS LTD may collect, store, analyse and otherwise Process Personal Data on the Client's behalf. In particular, DYSIS LTD may:

    2.1. upload, process and store the Personal Data (including employment data) of Client Employees, as indicated in paragraph 3 below;

    2.2. distribute dynamic employee engagement surveys, sent to Client Employees at a frequency chosen by the Client, comprising a set of questions chosen by the Client, with DYSIS LTD dynamically selecting the questions presented to the Client Employees based on both their responses and the questions recently answered by their colleagues;

    2.3. Process the responses of such engagement surveys, combined with personally identifiable information and employment data provided to DYSIS LTD by the Client, to produce dashboards of aggregated, anonymous engagement data and insights, accessible by Client Employees selected by the Client; and

    2.4. Process the responses of such engagement surveys and other employee data, in aggregated and anonymised forms, for statistical or benchmarking purposes to contribute towards the development of DYSIS LTD's products and services.

Types of Personal Data

3. The extent of the Personal Data provided to DYSIS LTD by the Client or collected by DYSIS LTD from Client Employees will be agreed with the Client, but will typically include the following categories of data for each Client Employee: name, age, company email address, company telephone number, job title, level of seniority, department, work start date, salary, primary office location and any views or opinions of the Client Employee provided during the course of completing forms or engagement surveys, including the Client Employee's opinions regarding the Client, other Client Employees or third parties, or that Client Employee's performance in their role. Further information regarding the categories of Personal Data Processed by DYSIS LTD can be found in DYSIS LTD's Privacy Policy (as updated from time to time), available from DYSIS LTD's website at: https://Dysis Ltd.ai/privacypolicy/.

Special categories of Personal Data

4. The Client shall not (and shall not permit its Authorised Users to) configure the Services dashboard or other interface by reference to, or devise or undertake any surveys or analysis using the Services by reference to, any special category of Personal Data (within the meaning of the EU General Data Protection Regulation), namely: racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; genetic or biometric data; health data; sex life or sexual orientation, without obtaining DYSIS LTD's prior written agreement.

5. In the event that the Client (or its Authorised Users) configure the Services dashboard or other interface by reference to, or devise or undertake any surveys or analysis using the Services by reference to, any special category of Personal Data, the Client shall ensure that each Client Employee in respect of whom any special category Personal Data will be Processed has provided their explicit consent to such processing in accordance with applicable Data Protection Legislation, such consent to be freely given, specific, informed and unambiguous.

Data Processing Provisions

6. If and to the extent that DYSIS LTD is required to Process any Personal Data on the Client's behalf when performing its obligations under this Agreement, the Parties hereby agree that the Client shall remain the Data Controller and DYSIS LTD shall be a Data Processor in respect of such Personal Data, and accordingly (and in any case):

    Instructions for processing

    6.1. DYSIS LTD shall Process such Personal Data only in accordance with the lawful instructions given by the Client from time to time, provided that:

        (i) where such lawful instructions necessarily prevent, delay or restrict DYSIS LTD from providing the Services hereunder or require modification of the nature or extent of the Services hereunder, then DYSIS LTD shall not be liable in respect of such prevention, delays or restrictions and shall be entitled

> to make any such modifications to the Services without incurring any additional liability to the Client;

(ii) where such lawful instructions would require or result in any non-compliance by DYSIS LTD of any Data Protection Legislation or any other applicable law, DYSIS LTD shall promptly notify the Client and the Client shall retract and restate such instructions;

(ii) where such lawful instructions require performance in addition to or in excess of what is reasonably required in accordance with good industry practice in order to comply with Data Protection Legislation, and such additional or excess performance requires DYSIS LTD to incur additional cost or expense (including re-allocation of internal resources), then DYSIS LTD shall be entitled to adjust its Subscription Fees in order to recharge such additional cost or expense to the Client;

6.2. DYSIS LTD shall only Process such Personal Data as strictly necessary in the provision of the Services and not for any other purpose (without prejudice to the Processing by DYSIS LTD of such data in aggregated and anonymised form pursuant to paragraph 8 below for statistical or benchmarking purposes);

6.3. For the avoidance of doubt, the continued use by the Client of the Services shall constitute instructions for DYSIS LTD to Process the Personal Data listed in paragraph 3 above, for the purpose of providing the Services, including undertaking the Processing activities listed in paragraph 2 above.

Security

6.4. DYSIS LTD shall implement and maintain appropriate technical and organisational measures, to ensure an appropriate level of security in respect such Personal Data, against accidental, unauthorised or unlawful loss, destruction, alteration, disclosure of or access to such Personal Data; such measures shall be implemented with regard to: (a) encryption of Personal Data; (b) back-up and disaster recovery arrangements; (c) the ability to ensure ongoing confidentiality, integrity, availability and resilience of the IT infrastructure and environment; and (d) the regular testing and evaluation of the effectiveness of such measures;

6.5. In particular, DYSIS LTD shall, in providing the Services, follow and comply with the data privacy and security measures set out in its Security Overview in connection with the Client Data.

Access

6.6. DYSIS LTD shall limit access to such Personal Data to those of its authorised personnel who need access to it in order to meet DYSIS LTD's obligations under this Agreement, and shall ensure that all such personnel are bound by appropriate obligations of confidentiality.

6.7. DYSIS LTD shall ensure that all such Personal Data is kept separate from any Personal Data of DYSIS LTD or of any other client of DYSIS LTD.

Data Retention

6.8. Unless otherwise requested by the Client, DYSIS LTD may retain Client Data for the entire duration that the Client's account is active, either in trial or paid status, provided that any Personal Data contained in the Client Data will be anonymised after 5 years.

6.9. Upon termination of the Agreement, DYSIS LTD shall delete all such Personal Data in accordance with DYSIS LTD's obligations as set out in clause 14.3 of the Terms and Conditions, (without prejudice to DYSIS LTD's rights in respect of aggregated and anonymised data as set out in paragraph 8);

Cooperation and Breach Notification

6.10. DYSIS LTD shall notify the Client without undue delay:

6.10.1. after becoming aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to the Client Data; or

6.10.2. if it receives from any Data Subject whose Personal Data forms part of the Client Data:

(a) any communication seeking to exercise rights conferred on the Data Subject by the Data Protection Legislation; or

(b) any complaint or any claim for compensation arising from or relating to the processing of the Client Data.

6.11. DYSIS LTD shall, at the cost and expense of the Client, assist the Client in respect of (a) any requirement of the Client to notify any Personal Data breach to any supervisory authority, and/or (b) any data protection impact assessment which the Client may from time to time be required to undertake in accordance with applicable law, and/or (c) (where appropriate, taking into account the nature of the Processing) in respect of the Client's obligation to respond to requests of any Client Employee, being a Data Subject with respect to the Personal Data in question, exercising his or her rights as such;

6.12. DYSIS LTD shall, upon reasonable notice, make available to the Client or grant to the Client and its auditors and agents, a right of access to and to take copies of any information or records kept by DYSIS LTD pursuant to this Data Processing Agreement, solely to the extent necessary to demonstrate DYSIS LTD's compliance with the Data Protection Legislation and provided always that this clause shall not obligate DYSIS LTD to disclose any confidential information relating to Client Employees, individual responses to employee engagement surveys or any other personally identifiable data of Client Employees save to the extent required by the Data Protection Legislation.

Overseas Data Transfers

6.13. Save as otherwise stated in the Special Terms to this Agreement, the Client hereby acknowledges and agrees that DYSIS LTD shall be entitled to transfer and/or Processed such Personal Data outside the European Economic Area in connection with the provision of certain optional modules and features of the Services, as set out in the Security Overview, to the third parties and at the physical server locations as specified in the Sub-Processor Schedule, in connection with the functioning and support of such modules and features in the course of the provision of the Services; and the Client hereby consents to such transfer and Processing where such modules and/or features are requested to be included within the Services. DYSIS LTD and the Client shall document any relevant contractual requirements of the Client as required under applicable Data Protection Legislation to ensure compliant transfer and Processing of such Personal Data outside the European Economic Area. In this respect the Parties hereby agree that, unless the relevant transfer is to a third party based in a country confirmed as having adequate data protection safeguards by the European Commission, or unless the relevant transfer is to a US-based third party which is validly certified under the Privacy Shield as set out at https://www.privacyshield.gov/ from time to time, they will adopt the standard contractual clauses for data export as stipulated from time to time by the European Commission, insofar as and for so long as such contractual clauses remain legally valid and enforceable.

Use of Sub-Processors

6.14. Subject to paragraphs 6.15 and 6.16 below, DYSIS LTD shall not share or disclose any such Personal Data with or to any sub-processor of DYSIS LTD unless the Client has provided its written consent in advance to the same; and provided also that there is a written contract in place between DYSIS LTD and such sub-processor under which such sub-processor is required to comply with the same or equivalent terms as DYSIS LTD is required to comply with under this paragraph 6.

6.15. The Client hereby authorises DYSIS LTD to disclose Personal Data to those sub-processors of DYSIS LTD listed as Required Sub-Processors in the Sub-Processor Schedule. DYSIS LTD hereby confirms that such sub- processors are bound by equivalent contractual terms as those set out in this paragraph 6.

6.16. The Client hereby grants to DYSIS LTD a general authorisation to appoint additional or replacement sub-processors under this Agreement, provided that DYSIS LTD shall: (i) notify the Client by email, providing all requisite information concerning such sub-processor and the processing to be undertaken by it; (ii) update the Sub-Processor Schedule to reflect such new sub-processor, (iii) provide the Client with a reasonable opportunity to object to the Processing of Client Data by such new sub-processor and (iv) ensure that such sub-processor is bound by equivalent contractual terms as those set out in this paragraph 6.

7. The Client shall ensure, and shall procure that all Permitted Client Affiliates shall ensure that:

7.1. it is entitled to transfer any relevant Personal Data to DYSIS LTD, such that DYSIS LTD may lawfully use, Process and transfer such Personal Data in accordance with this Agreement on the Client's behalf; and

7.2. all relevant Data Subjects have been informed of such use, Processing, and transfer as required by all applicable Data Protection Legislation.

8. DYSIS LTD shall be entitled, in accordance with the policies and timescales specified in its Security Overview from time to time, to anonymise Personal Data of the Client following termination of this Agreement, whereby such data shall be aggregated within certain non-identifying criteria, and all references to individual Data Subjects shall be deleted, and such data shall no longer constitute Personal Data, and in such circumstances DYSIS LTD shall retain

such data in aggregated form for statistical, research and/or benchmarking purposes only.

SUB-PROCESSOR SCHEDULE

DYSIS LTD may update the sub-processors listed in this schedule in accordance with the procedure in paragraph 6.16 of the Data Processing Agreement.

<u>**Required Sub-Processors**</u>

The Client authorises DYSIS LTD to use the following sub-processors in the provision of the Services:

Sub-processor	Data they process	Where they are based	Where the data is stored
Amazon Web Services	AWS is the underlying hosting provider for all of DYSIS LTD's services, including main database storage, backup storage and uploaded files (logos, avatars, temporary). All data is stored within the EU. Our primary data centre is AWS-EU-West-1 (Ireland) and the disaster recovery data centre is AWS-EU-Central-1 (Frankfurt). See AWS's data privacy FAQ (https://aws.amazon.com/compliance/data- privacy-faq/) and cloud security overview (https://aws.amazon.com/security/) for more information.	United States	Ireland and Germany
Heroku	Heroku is used to run the application code. It uses containers to run individual parts of the service, such as the web applications, the backend api services, etc. In addition, it is used to store in-memory data, such as temporarily cached computations and work queues for background jobs. Heroku is used exclusively in the EU region, which uses AWS-EU-West-1. See Heroku's privacy policy (https://www.heroku.com/policy/privacy), security policy (https://www.heroku.com/policy/security) or contact them on +44 800 808 5158 for more information.	United States	Ireland

In addition to the above, the Client authorises DYSIS LTD to disclose Personal Data to any DYSIS LTD Affiliates where this is necessary for the provision of the Services, including DYSIS LTD Affiliates based outside the EEA. DYSIS LTD shall not disclose Personal Data to DYSIS LTD Affiliates unless such DYSIS LTD Affiliates are bound by equivalent contractual terms as those set out in paragraph 6 of the Data Processing Agreement and (in the case of DYSIS LTD Affiliates based outside the EEA) DYSIS LTD has put in place appropriate safeguards to protect such Personal Data.

<u>**Optional Sub-Processors**</u>

DYSIS LTD may, with the Client's prior authorisation, use the following sub-processors in the provision of the Services:

Sub-processor	Data they process	Where they are based and the data is stored
Google	Used for automatic translation of comments. The body of the comment is sent without any other information to Google. For more information on how Google processes data in relation to translation, see their service terms (https://cloud.google.com/terms/service-terms#7-google-cloud-translation-api).	United States
Intercom	Used for support for administrators and managers both in the system and through emails to support@DYSIS LTD.com. Only basic CRM data is stored in Intercom, such	United States

	as first name, last name and email. In addition, ticket data and history is stored. For details see Intercoms terms and policies (https://www.intercom.com/terms-and-policies#terms).	
Delighted	Used to ask customer satisfaction question on a quarterly basis. Personal data shared with the processor is: ● Full name ● Email ● Language preference ● Access level (admin/manager) For details see Delighted's terms of service (https://delighted.com/terms) and privacy policy (https://delighted.com/privacy).	United States
Nexmo	Used to send text message to mobile devices, when the feature is enabled and employee phone numbers are present. No Personal Data is shared with the sub-processor outside of the phone number the text messages should be sent to. For details see Nexmo's terms of use (https://www.nexmo.com/terms-of-use) and privacy policy (https://www.nexmo.com/privacy-policy).	United States