

## FUNDAPPS GENERAL TERMS

This agreement comprises the “**Order Form**” and these General Terms (together, the “**Agreement**”) entered into between the “**Client**” and “**FundApps**” on the “**Effective Date**”, each as described in the Order Form.

### 1. DEFINITIONS

1.1 In this Agreement, the following terms have the meaning given to them below:

**Affiliate:** in relation to any Party, a person controlled by, controlling or under common control with such Party, but only for the period of time that such person is controlled by, controlling or under common control with such Party. For the purpose of this definition “control” means owning more than 50% of the voting stock of a company or otherwise having the power to govern the financial and the operating policies or to appoint the management of an organization.

**Alert:** an alert issued automatically by the Software, by reference to the Position Data in relation to the applicability of a Rule.

**Business Day:** a day other than Saturday or Sunday which is not a public holiday in England (with respect to FundApps Ltd) or the USA (with respect to FundApps Inc).

**Client Data:** Positions Data, Market Data provided by the Client and any other data provided by the Client to FundApps or held by the Software relating to the Client's use of the Services (including but not limited to the trading in Relevant Assets).

**Client Group:** the Client and its Affiliates (if any) from time to time.

**Confidential Information:** non-public information that is proprietary or confidential and that is disclosed or made available by one Party to the other (whether in writing, or in oral, graphic, electronic or any other form), including information that would be regarded as confidential by a reasonable business person. For the avoidance of doubt: (a) the terms of this Agreement, the Service Documentation and Security Documentation are confidential to FundApps; and (b) Client Data, Alerts and Relevant Assets are confidential to the Client.

**Contract Year:** in respect of each Order Form, a period of 12 months commencing on the Effective Date and each anniversary thereafter during the term of the Agreement.

**Coverage:** any jurisdiction or Exchange to which the Client subscribes to as part of the Services (as more particularly described in the Service Documentation and the Order Form).

**Data Updates:** updates of the Rapptr Software configuration implemented by FundApps during the Term to reflect any new or amended Rules or any revised application of a Rule in the Coverage.

**Exchange:** a stock exchange or other trading platform in a jurisdiction included in the Coverage in which Relevant Assets are traded.

**Financial Regulations:** any laws or regulations in any relevant jurisdiction and any rules or guidelines of any regulatory authorities or securities exchange or other rules governing the holding or trading of securities.

**FundApps Brands:** the Trademarks RAPPTR and FUNDAPPS and any other Trademarks of FundApps.

**Hosting Provider:** Amazon Web Services (AWS) or such alternative reputable provider having given notice to the Client.

**Intellectual Property Rights:** means: (a) patents, inventions and discoveries; (b) trademarks, service marks, domain names, social media user names, trade dress and trade names, including the goodwill connected with the use thereof and symbolized thereby (“**Trademarks**”); (c) copyrights, moral rights, works of authorship (including software), proprietary designs and rights in data and databases; (d) confidential and proprietary information, including trade secrets, know-how and invention rights; (e) rights of privacy and publicity; (f) registrations and applications for any of the foregoing in (a)-(e); and (g) all other proprietary rights.

**Information:** information relating to Rules provided to FundApps by the Information Provider and which is used by FundApps to configure and update the Rapptr Software.

**Information Provider:** Aosphere LLP (a subsidiary of Allen & Overy LLP) or such other reputable provider having given at least 90 days' notice to Client.

**Maintenance and Support:** maintenance and support services (including Data Updates, software updates and new versions of the Rapptr Software) provided to the Client or implemented by FundApps under clause 3.

**Market Data:** third party information relating to the Relevant Assets, and to the companies issuing such assets, used in conjunction with the Positions Data for the application of a Rule. FundApps does not provide Market Data as part of the Service, which must be subscribed to independently by the Client unless specified otherwise in an Order Form.

**Positions Data:** data relating to the Client's daily positions in respect of Relevant Assets which is used by the Software to issue Alerts.

**Rapptr Software** (or “**Software**”): a computer program known as Rapptr developed by FundApps and made available as a service for use by the Client through an online connection in accordance with this Agreement as described in the Service Documentation. References to the Rapptr Software include, where applicable, the Data Updates, interfaces, communication modules and other system elements provided by FundApps for the purpose of providing the Service as well as the operating system, databases, data feeds, communication modules and other system elements (including third party licensed software) which are necessary for the Service to be delivered.

**Relevant Assets:** assets representing an interest in any company, corporation, fund or other legal entity in which the Client Group (or any fund, account or client for which Client Group provides investment management or investment advisory services) holds (or intends to acquire) an interest.

**Rule:** a rule of law, regulation or binding requirement of a regulatory authority in the Coverage, which, by reference to Client Data, may trigger an Alert.

**Security Documentation:** the documentation referred to at clause 3.7 and made available to the Client by FundApps online via <https://policies.fundapps.co/client-portal/-/LubIC9ulsME-T0mNXu/> or such other address as may be notified to the Client from time to time.

**Service:** (a) the functionality of the Rapptr Software made available to the Client and Users through an online connection including the configuration of the Rapptr Software in accordance with Information and including the

implementation of Data Updates and the provision of Maintenance and Support in accordance with this Agreement; and (b) the services elected by the Client in an Order Form as further described in the Service Documentation.

**Service Documentation:** the documentation for the Software made available to the Client by FundApps online via <http://docs.fundapps.co> or such other address as may be notified to the Client from time to time.

**Service Levels:** the service levels defined in Schedule A to this Agreement in respect of the provision of Maintenance and Support.

**User:** an employee, director or officer of the Client Group who is authorised to access and use the Service in accordance with this Agreement.

## 2. SERVICE

2.1 Access to the Service. FundApps hereby grants to the Client Group a limited, personal, non-assignable (except as provided for clause 15.6), non-sublicensable, non-exclusive license, during the Term: (a) to access and use, and to allow Users to access and use, the Service for the purpose of obtaining Alerts relating to the Relevant Assets in the Coverage; and (b) to input Client Data manually or through automatic means.

2.2 FundApps will:

- a) host the Rapptr Software on a server controlled and managed by FundApps or by its Hosting Provider and make the functionality of the Software available to the Client and Users online through a secured connection;
- b) provide to the Client such access codes, files and passwords as necessary to enable online access to the Service using a standard Internet browser; and
- c) ensure that the Service (including any Software updates and new versions) operates materially in accordance with the Service Documentation.

## 3. MAINTENANCE AND SUPPORT

3.1 FundApps will use commercially reasonable efforts to provide Maintenance and Support to the Client as described below in accordance with the Service Levels:

- a) helpdesk service provided by telephone 9 a.m. to 6 p.m. GMT and ET each Business Day, to include assistance with use of the Service, operational support and attendance to technical queries, including accessing the Service to view, diagnose and seek to resolve technical problems;
- b) attendance to written technical queries and reports of technical malfunctions through a dedicated electronic mail facility;
- c) written responses to technical queries and reports on technical malfunction by email and/or by liaising with the Client's appointed representative by telephone;
- d) reasonable access and assistance to a Client regulatory authority as is required in the course of carrying out its regulatory functions (including in accordance with the provisions of Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU relating to the information gathering and investigatory powers of competent authorities and resolution authorities);
- e) Data Updates and software updates that will correctly implement the most up-to-date Information

provided by the Information Provider and any clarifications by a regulatory authority from time to time, including appropriate notifications to the Client.

- f) updates to the Rapptr Software and bug fixes and new versions of the Software in response to reports on malfunctions or as routine; and

- g) maintain up time of the Software in accordance with Schedule B.

3.2 The Client acknowledges that Maintenance and Support will be provided to the Client by FundApps alone (or its subcontractors or consultants) and not by the Information Provider. All inquiries must be directed to FundApps.

3.3 In no event will FundApps be required to make available the services of any technical staff (or other personnel) to the Client at any premises other than remotely from FundApps' own premises.

3.4 FundApps' obligation to provide Maintenance and Support under this clause 3 is exhaustive and, together with the warranties at clause 12, will constitute its sole and entire liability to the Client in connection with any technical errors, functionality problems, bugs or disruptions affecting the Rapptr Software or any interruption to the Service due to technical problems.

3.5 FundApps will use commercially reasonable efforts to maintain up time of the Service 24 hours per day, 7 days per week, to support worldwide utilisation of the Service in accordance with the Service Levels; however, the Service may be suspended, disrupted or blocked in the following circumstances:

- a) with at least 7 days' notice, for scheduled downtime to facilitate FundApps conduct maintenance to the Software, install Data Updates and make modifications to the Service;
- b) with at least 24 hours' notice or otherwise as soon as reasonably practicable: (i) for unscheduled downtime as a result of technical failures including system breakdown, communication or network problems, server overloading or other technical issues or any Force Majeure Event (as defined in clause 15.2); (ii) as necessary to protect the Service from fraud or unlawful or unauthorised use, access or attack; and (iii) if FundApps determines that the Service is being used by the Client or a User in breach of Financial Regulations, or if such suspension is required in response to an order or direction of any court of law, governmental or regulatory authority or Exchange;

3.6 FundApps accepts no liability whatsoever for any damage, liability or loss (including loss of facility or data) that the Client may incur, or for any other undesirable consequences, that may result from any suspension or disruption of the Service.

3.7 Security Measures & Business Continuity Plan. FundApps recognises that the Client may need support from time to time to ensure the appropriate monitoring and management of its outsourcing arrangements, including to determine that the Service acts in a manner consistent with the Client's own values and policies. Accordingly:

- a) FundApps will: (i) comply with its security policy to protect the security of the Service; (ii) comply with its business continuity plan for disaster recover purposes; (iii) maintain standard authentication procedures utilising unique username and passwords regarding access to the Service by the Client and the Users, such that each User's unique username and password will permit each User access only to

such User's content; (iv) encrypt data in transit and at rest in line with good industry practice; (v) procure an SSL Certificate and SOC 2 Type 2 Report and ISO270001 Certificate for the Rapptr Software; (vi) ensure that the Hosting Provider maintains ISO27001 certification (or its equivalent from time to time); (iv) conduct periodic testing of backup facilities for provision of the service; and (vii) make available via FundApps' website or upon reasonable request documents evidencing compliance with (i)-(vi), including any third-party certification and audit reports, in its Security Documentation.

b) FundApps will review its policies regularly and update them as needed. Notwithstanding the foregoing, FundApps reserves the right to update or modify the Software, the Service Documentation and Security Documentation from time to time, provided that: (i) FundApps ensures that it has tested any updates or modifications to the Software and ensures that, on release to the Client, it will not adversely affect the functionality of the Software; (ii) any updates or modifications to the Security Documentation are in accordance with good industry practice; and (iii) any material updates or modifications to the Security Documentation are notified to the Client within 30 days of being implemented.

#### 4. CLIENT RESPONSIBILITIES

4.1 License Restrictions. Unless with FundApps' prior written consent and other than with respect to the Client Group, the Client must not, and must ensure that Users do not: (a) use the Service for the benefit of any third party, or in relation to any investment activity other than the Relevant Assets, or lend, lease, transfer or make the Service available to any third party; (b) cause or permit any use, display, transfer of possession, sublicensing, publication or other dissemination of the Services, in whole or in part, to or by any third party; (c) reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the source code or the structural framework for part or all of the Rapptr Software; (d) cause or permit any change to be made to the Rapptr Software; (e) remove or change any proprietary or copyright notices or Trademarks that are included in the Software or displayed on the Software screens; (f) access or use the Service except as authorised by FundApps for the purpose of inputting Client Data and receiving the Service, or access and use the Service other than for the purpose of the obtaining Alerts and using the other functions of the Service relating to the Relevant Assets; (g) input any data into the Service except for Client Data relating to the Client's investments in Relevant Assets at any given time during the Term; or (h) use the Service in any way other than as expressly authorised by this Agreement.

4.2 The Client must:

a) have in place for the duration of this Agreement a direct subscription to any Market Data (unless provided by FundApps) and the Information Provider granting the Client the right to access and use the Market Data and Information as part of the Service;

b) keep secure and confidential (and ensure that all Users keep secure and confidential) all access codes, information and passwords provided by FundApps to the Client, and will not share such information to any third party other than to the Client Group;

c) ensure that Client Data (unless provided by FundApps) is accurate, relevant and up-to-date;

d) format and input, and train Users to format and input, Client Data into the Software and use the Service in accordance with the Service Documentation and any user manuals, instructions and training materials provided by FundApps from time to time;

e) comply with all laws and regulations, industry codes and standards and in particular with all Financial Regulations in connection with the use of the Service and Client Data;

f) from time to time, allow FundApps to review Client Data stored on the Rapptr Software for the purpose of ascertaining that the Service is used by the Client strictly in accordance with this clause 4. The Client will discontinue any unauthorised use of the Service immediately upon becoming aware of it and, upon request, will certify to FundApps in writing that it has done so; and

g) appoint a representative to act as a technical liaison with FundApps in relation to the use of the Service and have primary responsibility for reporting to FundApps any serious technical malfunctions, system breakdowns, security breaches or the presence of any virus or other malicious code, and to communicate with FundApps in relation to any proposed action plan or software fix.

4.3 Liability for Users. The Client acknowledges that any breach of this Agreement by a User or a member of the Client Group will be deemed to be a breach of this Agreement by the Client.

#### 5. FEES AND PAYMENT

5.1 The Client will pay the fees in the amounts indicated in the applicable Order Form ("**Fees**"). The Fees will be invoiced annually in advance, with effect from the Effective Date, and payable by the Client within 30 days of receipt of the FundApps invoice.

5.2 All sums payable under this Agreement will be paid in the currency denominated in the Order Form by electronic transfer of funds to such bank account as FundApps may notify the Client from time to time. Any charges applicable for sending such payments will be at the Client's expense and any fees charged by the receiving bank will be at FundApps' expense.

5.3 The Client will notify FundApps promptly if the Client Group acquires, merges with or completes a takeover of a third party entity or business, or is the subject of an acquisition, merger or takeover by a third party entity, or encounters organic growth from fund subscriptions or performance, in each case which has the effect of increasing the Relevant Assets by the amounts referred to in the Order Form. In the event of such an increase, FundApps may issue an invoice for the increase the Fees calculated in accordance with the Order Form to take effect immediately upon the increase of the Relevant Assets and which will be prorated for the first Contract Year.

5.4 FundApps may also increase the Fees by providing notice to the Client to take effect at the start of the next Contract Year provided that any such increases will be by no more than the greater of 5% or the most recently published rate of CPI for the UK by the Office of National Statistics of the then current Fees.

5.5 All amounts payable under this Agreement will be paid in full without any withholding or deduction on account of any taxes, duties, levies or charges, unless the Client (or its relevant Affiliate) is required by law to make such deduction or withholding. If any such withholding or deduction is

required, the Client will pay to FundApps such additional amount as will ensure that FundApps receives the same total amount that it would have received if no such withholding or deduction had been required.

5.6 The Client may not assert any credit, set-off or counterclaim against any payment obligations (or part thereof) under this Agreement.

5.7 The Client will pay the undisputed part of an invoice if a dispute arises in relation to all or amount payable under this Agreement.

5.8 Without prejudice to any other right or remedy available to FundApps, if the Client fails to pay the amounts due under an invoice when due, then it will be liable to pay interest to FundApps on the outstanding amounts at the rate of 1.5% per month or the highest rate permitted by law.

## 6. TERM AND TERMINATION

6.1 Term. This Agreement is effective as of the Effective Date and continues in effect for 3 years (the “**Initial Term**”) and will automatically renew for successive 3 year periods (“**Renewal Terms**”), unless a Party gives the other Party notice of non-renewal at least 90 days prior to the end of the Initial Term or then-current Renewal Term (the period in which this Agreement is in effect, the “**Term**”).

6.2 Termination by Either Party. Each Party (the “**Terminating Party**”) may terminate this Agreement with immediate effect by giving notice in the event that:

a) the other Party commits a material breach of this Agreement and fails to cure such material breach within 30 days after receiving notice of the breach from the non-breaching Party;

b) the other Party: (i) becomes insolvent or unable to pay its debts as they become due; (ii) makes an assignment for the benefit of its creditors; (iii) is dissolved or liquidated, or takes any corporate action for those purposes; (iv) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (v) seeks relief or if proceedings are commenced against that other Party, or on its behalf, under any bankruptcy, insolvency or debtors’ relief law and those proceedings have not been fully stayed within 7 days or vacated or set aside within 30 days after the commencement of those proceedings; or

c) any event occurs in any relevant jurisdiction in relation to the other Party that would be equivalent to the events specified in (b) above.

6.3 Termination by FundApps. FundApps may terminate this Agreement and/or an Order Form by notice to the Client with immediate effect in the event that:

a) the Client is in default of its obligation to pay the Fees and such payment is not made in full (including any interest accrued in accordance with clause 5.8) within 10 Business Days of receipt of notice of failure to make the payment by the due date;

b) the Client does not comply with applicable laws or regulations or infringes any third party rights in relation to its use of the Services;

c) the Client accesses or uses the Service in relation to any investments or financial assets other than the Relevant Assets or uses it for the benefit of a third party other than the Client Group; or

d) the Client challenges, opposes or seeks to invalidate any of the FundApps IP or makes any claims relating to FundApps’ title or entitlement or licensed rights to the FundApps IP, or if the Client assists another person to do any of those things.

## 7. EFFECT OF TERMINATION

7.1 Subject to the Client continuing to pay the Fees in accordance with the terms of this Agreement, if requested by the Client in writing prior to the date of termination FundApps will continue to supply the Service for a period of up to 3 months from the date of termination or such other period agreed between the Parties to allow the Parties to implement a program to effect an orderly cessation of the Service and to maintain business continuity to the Client’s business.

7.2 Subject to clause 7.1, upon the termination of this Agreement:

a) the licenses granted to the Client under clauses 2 will terminate;

b) the Client will cease any use of the Service and FundApps may immediately block access to the Service to the Client Group and Users;

c) FundApps will (insofar as technically feasible) irreversibly delete all Client Data in its possession or control and will not keep a copy of such Client Data or any part thereof; and

d) each Party will (insofar as technically feasible) irreversibly delete Confidential Information in its possession or control (including, with respect to the Client, in the possession or control of the Client Group or its Users) that belongs to the other and will retain no copies or records of the same, except to the extent reasonably required for compliance with legal and regulatory requirements regarding records keeping.

7.3 Upon request, a Party will certify in writing that the obligations stated in clause 7.2 have been duly complied with.

7.4 The termination of this Agreement will not affect any accrued rights or liabilities of any Party.

7.5 Clauses 1, 5, 6, 7, 8, 11, 13, 14 and 15 will survive termination of this Agreement for any reason.

## 8. CONFIDENTIAL INFORMATION

8.1 Each Party may have access to Confidential Information of the other Party under this Agreement and will be entitled to use the Confidential Information and to disclose it to its Affiliates, officers, directors, employees, agents, representatives, licensees, subcontractors, partners and advisors to the extent reasonably necessary to exercise its rights and fulfil its obligations under this Agreement.

8.2 Each Party will ensure that its Affiliates and other authorised recipients of Confidential Information observe the provisions of this clause 8 as fully as if they were parties to this Agreement and apply at least such standards of confidentiality in relation to the Confidential Information of the other Party as it applies generally in relation to its own confidential information.

8.3 Each Party will not make the other’s Confidential Information available to any third party or use the other’s Confidential Information for any purpose other than the implementation of this Agreement and will take all reasonable steps to ensure that the other’s Confidential

Information is not disclosed or distributed in violation of the terms of this Agreement.

8.4 Notwithstanding anything to contrary under this Agreement, a Party may disclose the other Party's Confidential Information if required by court, regulatory authority or Exchange of competent jurisdiction provided that it has consulted with the other party (if permissible at law) and taken steps to protect the confidentiality, and to limit the disclosure, of the Confidential Information as far as reasonably possible.

8.5 A Party's Confidential Information does not include information that a Party can show by written evidence: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was in the other Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party.

8.6 The Parties' obligations under this clause 8 will survive termination of this Agreement for a period of 5 years with respect to Confidential Information that is not a trade secret, and indefinitely with respect to Confidential Information that is a trade secret.

## 9. DATA PROTECTION

9.1 The Parties will comply with their respective obligations under applicable data protection laws. In the event that FundApps processes any personal data on behalf of the Client, the terms of Schedule C hereunder will apply.

## 10. CLIENT DATA

10.1 As between the Parties, the Client is the sole and exclusive owner (or in relation to Market Data provided by the Client, the licensee) of all Intellectual Property Rights in or relating to Client Data. The Client hereby grants to FundApps a non-exclusive, non-assignable (except as provided for in clause 15.6), worldwide license to use the Client Data, for the purpose of providing the Service and performing its obligations under this Agreement.

10.2 Notwithstanding anything to the contrary in this Agreement, FundApps will not access Positions Data or Alerts, except: (a) to store Client Data on the servers hosting the Software as required to provide the Service; or (b) with the express permission of the Client (e.g. where such access is necessary to enable FundApps to provide Maintenance and Support).

## 11. INTELLECTUAL PROPERTY

11.1 Except with respect to Client Data obtained directly by the Client, as between the Parties, FundApps is the sole and exclusive owner (or in relation to third party software and material, the licensee) of all Intellectual Property Rights in or relating to all parts of the Rapptr Software and all elements of the Service, including the software code, the structure, design and layout of the Rapptr Software, the know-how incorporated in the Rapptr Software and the Service, artistic work included in the Rapptr Software and the FundApps Brands (together, the "FundApps IP"). Except for the licenses expressly granted to the Client under this Agreement, the Client acknowledges that it will not acquire any right, title or interest in or under any of the FundApps IP.

11.2 If the Client becomes aware of any actual or suspected infringements of the FundApps IP (an "Unauthorised Use"), it will notify FundApps immediately in writing giving such particulars of such Unauthorised Use as may be available in the circumstances. The Client will not

take or threaten any action or legal proceedings and will not make any threats, complaints or statements to any third party in relation to such Unauthorised Use. FundApps will have the sole discretion as to whether to take any action or make any threats or statements in relation to such Unauthorised Use.

11.3 Neither Party may use the other's name or Trademarks without the prior written consent of the other, with the exception that FundApps may use the Client's name and logo on its website and as a part of a general list of clients for use and reference in corporate, promotional and marketing material only. The Client may revoke such consent at any time by providing notice.

## 12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the rights, power and authority, and has taken all action necessary to execute, deliver and exercise its rights, to perform its obligations, under this Agreement; (b) its obligations under this Agreement are, or when this Agreement is executed will be, enforceable in accordance with its terms; and (c) neither the execution nor the performance of this Agreement by such Party is prohibited or restricted by any provision of law and it will not be in breach of any obligation to any third party.

12.2 FundApps Representations and Warranties. FundApps represents and warrants to the Client that it has not received any notice alleging that the Rapptr Software or the Service infringe the Intellectual Property Rights of any third party. Subject to the Client complying with its obligations under clause 4 (including, but not limited to, following the procedures set out in the Service Documentation and providing the Client Data), FundApps warrants that: (a) the Service will provide Alerts relating to the Relevant Assets; (b) the Software will be correctly configured to reflect the Rules in accordance with the most up-to-date Information provided by the Information Provider to FundApps, other than those Rules that the Client has not approved; and (c) the Rules for which the Software is configured accurately reflect the Information provided to FundApps by the Information Provider.

12.3 Client Representations and Warranties. The Client represents and warrants to FundApps that the Client (and its Users, where necessary) has all rights, permissions and licenses necessary to submit the Client Data to the Service and for FundApps to use the Client Data in accordance with this Agreement.

12.4 Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS CLAUSE 12, THE SERVICE AND ALL DOCUMENTATION AND RELATED MATERIALS ARE PROVIDED "AS IS" AND FUNDAPPS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND FUNDAPPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, FUNDAPPS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, THE DOCUMENTATION OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES



OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

### 13. LIMITATIONS ON LIABILITY

13.1 The Client acknowledges that:

- a) the use of the Service does not relieve the Client from its legal and compliance obligations in relation to its Relevant Assets, including in relation to the Rules, and that it remains solely the Client's obligation to ensure compliance with all Financial Regulations;
- b) the Client is solely responsible for ensuring that the Rules and the Service are appropriate for the Client's business, its internal policies and organizational structure;
- c) the Service and the Rules for which it is configured by FundApps are based solely on Information provided to FundApps by the Information Provider (or such other sources that FundApps may choose). FundApps is not required to obtain Information from any source other than the Information Provider or to verify the Information obtained from it;
- d) the Information provided by the Information Provider is generic information and has not been tailored to reflect the specific circumstances of the Client or specifically for the purposes of transposing the Rules into the Rappr Software and the Information Provider has no involvement in writing or verifying the Rules in the Rappr Software;
- e) the Information is subject to interpretation and (in some cases) translation and the interpretation of regulators and enforcement agencies in the Coverage may be different from the interpretation suggested in the Information. Inaccuracies in the transposition of Rules can occur as a result of translation. The Information is provided to FundApps as at a particular date and may become out of date if Rules are amended, repealed or re-enacted in the Coverage. Other than with respect to the warranties provided in clause 12.2, FundApps expressly disclaims any representation, warranty or condition, and the Client acknowledges that no such representation, warranty or condition is given by FundApps, as to the accuracy or reliability of the information or that it is comprehensive, fully up-to-date or correctly interpreted or translated by the Information Provider;
- f) the Information Provider will have no liability to the Client in relation to any of the arrangements contemplated in this Agreement;
- g) FundApps does not guarantee that the Client will have uninterrupted or continuous access to the Service. Use of the Service or any facilities included in the same may be interrupted due to routine maintenance, improvement work, investigation and correction of errors or technical problems, communication or network problems or failures, server overloading or other technical issues or Force Majeure Events that may affect performance of or access to the Service;
- h) the RegConn Service enables the Client to create shareholding disclosure reports ("**Reports**") in the Rappr Software and either send or export those Reports to the relevant regulator or filing processing agent referred to in an Order Form ("**Disclosure Recipient**"). FundApps does not verify the information contained in a Report and the Client acknowledges that a Report may be rejected by the Disclosure Recipient. The Client is solely responsible for fulfilling the requirements of a relevant Disclosure Recipient including, but not limited to, ensuring a Report includes all the relevant information and any additional undertakings

necessary to successfully file a Report within the relevant filing deadlines.

13.2 FUNDAPPS WILL NOT BE LIABLE TO THE CLIENT FOR, AND THE CLIENT ON BEHALF OF THE CLIENT GROUP HEREBY IRREVOCABLY WAIVES, ANY CLAIM AGAINST FUNDAPPS OR ITS AFFILIATES, EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS RELATING TO OR ARISING OUT OF: (a) ANY OF THE MATTERS REFERRED TO IN CLAUSE 13.1; (b) DELAYS, ACTS OR OMISSIONS, OR THE ACCURACY OF DATA PROVIDED, BY THE INFORMATION PROVIDER, A REGULATORY AUTHORITY OR MARKET DATA PROVIDER; (c) ANY INABILITY TO ACCESS OR USE THE SERVICE TO THE EXTENT ARISING FROM A FAILURE OF: (i) A DISCLOSURE RECIPIENT'S SYSTEM(S) OR THE DISCLOSURE RECIPIENT'S INABILITY TO PROCESS REPORTS TRANSMITTED BY THE CLIENT USING THE SERVICE; OR (ii) TO THE EXTENT ARISING FROM A FAILURE OF THE CLIENT TO SUBSCRIBE TO THE INFORMATION PROVIDER OR A MARKET DATA PROVIDER; (d) ANY INCORRECT CLIENT DATA RESULTING IN THE RECEIPT OF AN INCORRECT ALERT FROM THE SERVICE; (e) THE LOSS OR CORRUPTION OF CLIENT DATA; (f) BREACHES OF SERVICE SECURITY, INTERCEPTION OF ELECTRONIC COMMUNICATIONS, AND ANY UNAUTHORISED ACCESS TO OR MISUSE OF COMPUTER SYSTEMS; OR (g) DAMAGE CAUSED BY VIRUSES, TROJANS, WORMS AND OTHER DISABLING OR HARMFUL DEVICES THAT MAY AFFECT THE CLIENT GROUP AS A RESULT OF THE USE OF OR ACCESS TO THE SERVICE.

13.3 TO THE FULLEST EXTENT PERMITTED BY LAW:

- a) IN NO EVENT WILL EITHER PARTY'S COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO FUNDAPPS DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- b) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS), INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.4 THE LIMITATIONS CONTAINED IN THIS CLAUSE 13: (a) WILL NOT EXCLUDE OR RESTRICT A PARTY'S LIABILITY FOR: (i) ANY OBLIGATION TO PAY THE FEES; (ii) DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (b) APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### 14. INDEMNIFICATION

14.1 Indemnification by the Client. The Client will indemnify, defend and hold harmless FundApps, its officers, directors, employees, agents and Affiliates (the "**Indemnified Parties**"), and will keep the Indemnified Parties indemnified on demand, against any loss, cost, damage, liability or expense (including reasonable legal costs) ("**Losses**") incurred or suffered by the Indemnified Parties arising out of any claim, action, proceedings or allegation brought by a third

party arising out of: (a) the use of the Service by the Client Group or any User in breach of this Agreement (except where such claim is an Infringement Claim or arises out of the intentional misconduct or negligence of FundApps); or (b) the unauthorised use of the Service by any third party where such use is facilitated (whether or not voluntarily) by the Client Group or its Users.

14.2 Indemnification by FundApps. FundApps will indemnify, defend and hold harmless the Client from and against all Losses arising out of or in connection with any claim, action, proceedings or allegation brought by a third party against the Client alleging that the use of the Service by the Client or the Client Group in accordance with the terms of this Agreement infringes any copyright or misappropriates any trade secrets of a third party ("**Infringement Claim**"). The Client acknowledges that this clause 14.2 states the entire responsibility and liability of FundApps and the Client's sole and exclusive remedy for any actual or alleged infringement of third-party Intellectual Property Rights in connection with this Agreement.

14.3 Exclusions. Notwithstanding any contrary provision in this Agreement, FundApps has no obligation to indemnify or defend the Client from or against any Infringement Claim to the extent it arises out of or relates to: (a) the Client Group's or its Users' use of the Software or Service in combination with materials, software, Intellectual Property Rights or services not furnished or approved by FundApps, where there would be no basis for the Infringement Claim but for the combination; (b) any breach of this Agreement by the Client Group or a User; (c) the Client Group's or a User's improvement, modification or enhancement of, or creation of any derivative work based on, the Software or Service; or (d) the Client Group's or a User's failure to implement a work-around, release, update or other modification to or for the Software or Service as provided or directed by FundApps.

14.4 Procedure. The claims covered under clauses 14.1 and 14.2 are "**Indemnified Claims**". The Parties' obligations with respect to the Indemnified Claims are conditional upon: (a) the indemnified Party giving notice to the indemnifying Party in writing as soon as reasonably practicable of any Indemnified Claim of which it has notice; (b) the indemnified Party not making any admission as to liability or compromise or agreeing to any settlement of any Indemnified Claim without the prior written consent of the indemnifying Party, which consent will not be unreasonably withheld or delayed; each party mitigating its losses; and (c) the indemnified Party permitting the indemnifying Party (and providing it with all authority necessary) to assume, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Indemnified Claim and the indemnified Party giving all assistance required in connection with those negotiations and such litigation at the indemnifying Party's reasonable request and expense.

14.5 Mitigation. If any Infringement Claim is made or threatened, or in FundApps' reasonable opinion is likely to be made or threatened against the Client, FundApps may at its sole option and expense, take one of the following actions:

- a) procure for the Client the right to continue accessing or using the Service (or any part thereof) in accordance with the terms of this Agreement;
- b) modify the Rapptr Software or the Service so that it ceases to be infringing;

c) replace the Rapptr Software with non-infringing software; or

d) terminate this Agreement immediately by giving notice to the Client and refund any of the Fees paid by Client as at the date of termination in respect of any period after the effective date of termination, provided that if FundApps modifies or replaces the Rapptr Software, the modified or replacement software must comply with the warranties contained in clause 12 and the Client will have the same rights in respect thereof as it would have had under that clause had the references to the date of this license been references to the date on which such modification or replacement was made.

## 15. MISCELLANEOUS

15.1 Non-solicitation. Neither Party will, and Client will ensure that the Client Group does not, during the Term and for 12 months after termination of this Agreement, in the course of any business concern, offer to employ or engage, or otherwise attempt to solicit, any employee of the other Party or any Affiliate of the other Party, other than as a result of a general non-targeted recruitment campaign.

15.2 Force Majeure. Except with regard to payment obligations, neither Party will be liable to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (and such delay or failure does not constitute a breach of this Agreement) to the extent such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the control and without negligence of the hindered Party (the "**Hindered Party**"), including acts of God, strikes, lockouts, riots, acts of war or terrorism (including cybercrime), epidemic or pandemic, earthquake, fire, explosions, and compliance with applicable laws, government sanctions or the orders of any court of competent jurisdiction (each a "**Force Majeure Event**"). The Hindered Party will give notice within 5 Business Days following the Force Majeure Event, stating the period of time the occurrence is expected to continue. If the Force Majeure Event prevails for a continuous period of more than 30 days and as a result the proper performance of this Agreement is prevented to a material degree, the non-Hindered Party may terminate this Agreement by giving 30 days' notice. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination and not as a result of the Force Majeure Event.

15.3 The Hindered Party will use commercially reasonable efforts to end the delay or failure and ensure the effects of such Force Majeure Event are minimized. The Hindered Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

15.4 Anti-bribery. Each Party will comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010, and will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

15.5 Subcontractors. FundApps may engage a subcontractor to perform all or any of its obligations under this Agreement. FundApps will remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own.

15.6 Assignment. Except with FundApps' prior written consent (not to be unreasonably withheld), the Client may only assign, delegate or transfer this Agreement and any of its rights or obligations under this Agreement to: (a) an Affiliate; or (b) an acquirer of all or a majority of Client's equity interests, assets, or business to which this Agreement relates (including by a merger, consolidation, or operation of law), in each case, on condition that the transferee agrees to be bound by the terms of the Agreement and demonstrates sufficient finances to fulfill its obligations under this Agreement (a "**Permitted Transfer**"). In the event of a Permitted Transfer, the Relevant Assets immediately prior to the effective date of such Permitted Transfer shall remain the Relevant Assets following the Permitted Transfer. Assets of any acquirer shall become Relevant Assets as soon as the parties comply with the process in clause 5.3 to include these in the Services. Any purported assignment, delegation or other transfer in contravention of this clause is void. Client acknowledges that its assignment, delegation or other transfer of this Agreement will not relieve Client of its obligations under this Agreement. FundApps may assign, delegate or otherwise transfer this Agreement or any of its rights, remedies or obligations under this Agreement to: (a) an Affiliate; or (b) an acquirer of all or a majority of FundApps' equity interests, assets or business to which this Agreement relates (including by a merger, consolidation or operation of law). This Agreement binds and inures to the benefit of the Parties and their respective permitted assignees and successors.

15.7 Notices. All notices, requests, and other communications required or permitted under this Agreement from Client to FundApps must be in writing and delivered in person or sent by email or by registered mail to a Party at its address on the Order Form or at any other address notified to the other Party from time to time. A notice to FundApps must in all cases be, or also be, sent by email to [notices@fundapps.co](mailto:notices@fundapps.co). Except as otherwise expressly set forth in this Agreement, all notices, requests, and other communications required or permitted under this Agreement from FundApps to Client may be delivered by electronic means (such as notifying the change through the Rappr Software or by electronic communications); provided, that FundApps will provide legal notices and notices of termination by email.

15.8 Entire Agreement. This Agreement (including the Order Form) constitutes the whole agreement between the Parties and supersedes all previous or contemporaneous discussions, correspondence, negotiations, arrangements, understandings and agreements between the Parties with respect to its subject matter. If a provision in the Order Form conflicts with any other provision in this Agreement, those of the Order Form will prevail.

15.9 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which when executed by a Party's authorised representative is an original counterpart and all of which together constitute one agreement and by delivering in accordance with Clause 15.7 an original counterpart of this Agreement bearing the handwritten or electronic signature of an authorised representative of the Party intending to be bound.

15.10 Amendment. This Agreement may only be amended or modified by a written instrument that refers specifically to this Agreement and is executed in accordance with clause 15.9.

15.11 No Waiver. A Party's failure to enforce any provisions of or rights deriving from this Agreement does not waive those provisions or rights, or that Party's right to enforce those provisions or rights. Except to the extent stated otherwise in this Agreement, each Party's rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity.

15.12 Severability. If a court, regulatory authority or Exchange of competent jurisdiction holds any provision of this Agreement to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this clause, all other provisions of this Agreement are to remain in effect as written, except that this entire Agreement will be unenforceable if modifying or disregarding the unenforceable provision affects the economic and legal substance of the transactions contemplated by this Agreement in a manner materially adverse to either Party.

15.13 Interpretation. The descriptive headings in this Agreement are used solely for convenience and are not intended to affect its meaning or interpretation. Each of the Client and FundApps is a "Party" and, together, the "Parties". The words "including," "include" and "includes" are not limiting and are to be read as if they were followed by the phrase "without limitation." "Sole discretion" means, with respect to any determination to be made under this Agreement by a Party, the sole and absolute discretion of that Party, without regard to any standard of reasonableness or other standard by which the determination of that Party might be challenged. "Commercially reasonable efforts" or "good industry practice" means, with respect to a given obligation, the efforts that a reasonable, prudent and reputable person desirous of achieving a result would use in similar circumstances to perform that obligation as promptly as possible consistent with its normal business practices and good-faith business judgment, including the incurrence of reasonable immaterial expenditures or liabilities. "Person" means an individual, partnership, firm, corporation, limited liability company, joint venture, association, trust, unincorporated organization or other legal entity or organization.

15.14 No Presumption. The Parties acknowledge that the provisions of this Agreement are the language the Parties chose to express their mutual intent and hereby waive any remedy and the applicability of any law that would require interpretation of any claimed ambiguity, omission or conflict in this Agreement against the Party that drafted it.

15.15 Third-Party Beneficiaries. Except for the provisions that are expressly stated to apply for the benefit of the Information Provider, a person who is not a party to this Agreement will have no rights to enforce the provisions of this Agreement.

15.16 Independent Relationship. Both Parties are independent contractors under this Agreement. Nothing herein creates an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their personnel, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.



15.17 Governing Law (FundApps Ltd). With respect to Order Forms entered into by FundApps Ltd, this Agreement including any non-contractual claims relating to its subject-matter is governed by English law and the Parties submit to the exclusive jurisdiction of the courts of London, England in relation to any dispute between them arising out of the subject matter of this Agreement including as to its formation, interpretation and effect.

15.18 Governing Law (FundApps Inc). With respect to Order Forms entered into by FundApps Inc, this Agreement (including this clause), any dispute, claim or controversy between the Parties arising out of or relating to this Agreement or the performance of the Services, whether in contract, tort or otherwise (each, a “**Disputed Matter**”), and the Parties’ rights, remedies and obligations under this Agreement, are to be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be wholly performed in that state by persons residing or having their principal places of business therein, without giving effect to the State of New York’s conflict of laws rules to the extent those rules would require applying another jurisdiction’s laws. The Parties exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. The Parties may commence an action, suit or proceeding arising out of or relating to this Agreement or the provision of the Service only in, and hereby consent to the exclusive jurisdiction of, the federal and state courts located in the County of New York within the State of New York.

15.19 Dispute Resolution. The Parties will cooperate in good faith to resolve any Disputed Matter within 90 days after a Party notifies the other Party of the Disputed Matter (the “**Resolution Period**”). The Parties acknowledge that their discussions and efforts during the Resolution Period to resolve a Disputed Matter are settlement discussions under applicable rules of evidence and without prejudice to either Party’s legal position. In the event the Parties are not able to resolve a Disputed Matter by the conclusion of the Resolution Period, either Party may commence an action, suit or proceeding in accordance with clause 15.18. Solely for purposes of this clause 15.19, “Disputed Matters” excludes claims for (i) equitable relief, (ii) indemnification under clause 14, and (iii) that a Party has infringed, misappropriated or otherwise violated the other Party’s Intellectual Property Rights.

END OF DOCUMENT

## SCHEDULE A (SERVICE LEVELS)

The Client will promptly notify FundApps and provide full details of any technical failures, system breakdowns, undesired operations, data losses, unauthorised access, suspected viruses or other serious problem affecting the Rapptr Software (“**Technical Error**”) to the FundApps support email address or ticketing system notified to the Client from time to time setting out details of the Technical Error including, but not limited to, to:

- the description of the functions used and any error messages on the Software;
- what function was being performed when the Technical Error occurred;
- the sequence of events leading up to the occurrence of the Technical Error;
- sufficient details of the Technical Error’s effect on the Client’s business operation to enable FundApps to classify the Technical Error in accordance with the table below; and
- any other information relating to the Technical Error which FundApps requires to perform its obligations under the Agreement.

Subject to receiving the foregoing information from the Client, FundApps will use commercially reasonable efforts to provide the Maintenance and Support in relation to the Software within the following service levels for each category of Technical Error:

Priority Level	Description	Estimated Response / Resolution
Class 1 Technical Error	The Client cannot access the Software or there is a serious error such that continued use of the Software is either impossible or mission-critical functions are impacted.	<u>Estimated Response</u> : Within 4 hours. <u>Estimated Resolution</u> : Resolve or mitigate Class 1 Technical Errors within 8 hours of response (and for the avoidance of doubt, a resolution to a Class 1 Technical Error will include providing such support that results in a re-classification of the Class 1 Technical Error to a Class 2 Technical Error, provided that FundApps will then be subject to the Estimated Response and Estimated Resolution for Class 2 Technical Errors).
Class 2 Technical Error	An error that materially and adversely affects Client’s business activities but either: (i) the Client continues to be able to use the Software for non-mission-critical business functions; (ii) the Client is able to use the Software for mission-critical functions at a diminished level; or (iii) there is an underperforming workaround in place for a mission-critical business function, and in each event, such malfunction is not a Class 1 Technical Error.	<u>Estimated Response</u> : Within 4 Working Hours. <u>Estimated Resolution</u> : Resolve or mitigate Class 2 Technical Errors within 2 Business Days (and for the avoidance of doubt, a resolution to a Class 2 Technical Error will include providing such support that results in a re-classification of the Class 2 Technical Error to a Class 3 Technical Error, provided that FundApps will then be subject to the Estimated Response and Estimated Resolution for Class 3 Technical Errors).
Class 3 Technical Error	An error that does not materially impact the Client’s business activities.	<u>Estimated Response</u> : Within 2 Business Days during Working Hours. <u>Estimated Resolution</u> : Resolve or mitigate the Class 3 Technical Error within 10 Business Days during Working Hours.

A “resolution” in accordance with the above timeframes may include a workaround or temporary fix to the Technical Error. In such circumstances, FundApps will continue to work on a permanent fix as soon as reasonably practicable. FundApps may refuse to respond to and/or resolve a Technical Error reported by the Client and resulting from: (i) the use of the Software in breach of this Agreement; (ii) a failure by the Client to implement recommendations in respect of solutions to Technical Errors previously advised by FundApps; or (iii) a fault in Client or other third party software, hardware, applications or network infrastructure.

## SCHEDULE B (AVAILABILITY AND SERVICE CREDITS)

### 1. DEFINITIONS

**Exclusion** means an outage, disruption or other connectivity issue referred to in paragraph 4 of this Schedule B;

**Maintenance Event** means maintenance of the Software, installation of Data Updates and/or making modifications to the Software that in each case requires interruption of the Software;

**Scheduled Maintenance** means a Maintenance Event: (i) conducted outside of Working Hours; or (ii) in respect of which FundApps has given the Client at least 48 hours prior notice;

**Service Credit** means any discounts which accrue due to FundApps failing to achieve the Uptime Connectivity Target, as more specifically detailed at paragraph 3 of this Schedule B; and

**Unavailable** means, subject to an Exclusion, that the Client is unable to log into and access the Software (and “Unavailability” will be construed accordingly).

## 2. MONITORING AND REPORTING

FundApps will monitor the status and availability of all components associated with the Software exercising reasonable care in accordance with good industry practice for hosting. In the event of any non-compliance with the Uptime Connectivity Target, FundApps will detail the non-compliance on its availability webpage located at <http://status.fundapps.co> ("Availability Website"). FundApps will track and provide access to reports of monthly availability data through the Availability Website, including, at a minimum, information relating to the potential number of availability minutes within the reporting month; minutes of Unavailability and any period that did not meet or exceed the Uptime Connectivity Target.

## 3. SERVICE CREDITS

Service Credits will be awarded to the Client for the failure of FundApps to meet the agreed Software connectivity target of 99% for each calendar month ("Uptime Connectivity Target"). Availability measurement will be carried out by FundApps and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the calendar month where: (i) "actual uptime minutes" is the number of minutes during which the Client is able to log into and access the Software; and (ii) any minute during which the Software is Unavailable (other than as a result of any Exclusions) is not considered to be an "actual uptime minute".

In order to claim Service Credits, the Client must write to [notices@fundapps.co](mailto:notices@fundapps.co) describing the period and duration of Unavailability experienced within 14 days after the end of any calendar month in which the Client experienced Unavailability of the Software ("Claim"). For the purpose of determining whether a Service Credit is due, periods that the Software is Unavailable will be measured from the time an interruption began, as recorded in FundApps monitoring system, until the Software connectivity is restored. For the avoidance of doubt, FundApps may refuse to grant Service Credits in respect of any period of Unavailability for which the Client has failed to submit a Claim.

The table below illustrates the percentage (%) Service Credit to be applied upon the Software falling below the agreed Uptime Connectivity Target:

Availability	Service Credit
99.00 to 100%	0
95.00 to 98.99%	5%
90.00 to 94.99%	10%
<90.00%	20%

Any Service Credit due to the Client will be deducted from the Fees due from the Client to FundApps for the next Contract Year. Service Credits can only be deducted from the Fee due for the version of the Software being provided under the Order Form to which the Service Credit relates.

The maximum aggregate Service Credits that may be accumulated during any Contract Year (regardless of the cumulative Service Credits accrued pursuant to this paragraph) is limited to a 20% discount on the Fee due from the Client to FundApps for the Contract Year following the Contract Year in which the Service Credits were calculated and claimed. In the event FundApps receives notice of termination of an Order Form from the Client with Service Credits owing to the Client, FundApps will provide such accrued Service Credits to the Client in the form of an extension to the applicable Order Form (equivalent to 1 day for each percentage discount accrued, up to the limit of a 20 day extension). Notwithstanding the foregoing, there will be no extension of the Order Form in the event an Order Form or this Agreement is terminated by FundApps pursuant to clauses 6.2 or 6.3 of the Agreement.

The Parties acknowledge and agree that the terms of this Schedule B relating to Service Credits do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss. The provisions of this Schedule B state the Client's full and exclusive right and remedy, and FundApps (including its licensors, agents and subcontractors, if any) only obligation and liability, in respect of any failure to achieve the Uptime Connectivity Target.

## 4. EXCLUSIONS

For the avoidance of doubt, the Software will not be considered Unavailable during any outages, disruptions or other connectivity issues caused by: (a) Scheduled Maintenance; (b) Suspension to protect the Software from unauthorised access or attack, or in order to prevent fraud or any unauthorised or unlawful access or use of the Software FundApps will endeavour to provide the Client (if possible) with at least 24 hours prior notice of an unscheduled suspension of the Software (or otherwise, insofar as commercially practicable, will alert the Client of the anticipated suspension as soon as reasonably possible before it occurs); (c) Suspension in order to prevent any unlawful use of the Software, or if it determines that the Software is being used (by the Client or any other person) in breach of Financial Regulations, or if such suspension is required in response to an order or direction of any court of law, governmental or regulatory authority or an Exchange; (d) Any Force Majeure Event (to include unavailability of third party websites or applications used by FundApps to provide any element of the Software); (e) Client or third party hardware or software, including Client's own network infrastructure, internet connectivity and available bandwidth; (f) Client's use of the Software after FundApps advised Client to modify its use of the Software, if Client did not modify its use as

advised; (g) The acts or omissions of Client or its Users or such other third party gaining access to the Software by means of Users' passwords or equipment; or(h) Any breach by the Client of its obligations under this Agreement.

## **SCHEDULE C (DATA PROCESSING)**

### **1. DEFINITIONS**

**Data Subject Request** means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws.

**Data Protection Laws** means the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK GDPR, the Data Protection Act 2018 and any other relevant applicable data protection laws from time to time.

**Personal Data Breach** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.

**Protected Data** means personal data received from or on behalf of the Client in connection with the performance of FundApps' obligations under this Agreement.

**Sub-processor** means another data processor engaged by FundApps for carrying out processing activities in respect of the Protected Data on behalf of the Client.

When used in this Agreement, the following terms will have the same meaning as in the UK GDPR: (a) personal data; (b) controller; (c) processor; (d) data subject; (e) processing; and (f) supervisory authority.

### **2. DATA PROTECTION PROVISIONS**

The Parties agree that where there is any processing of Protected Data by FundApps on behalf of the Client, the Client will be the data controller and FundApps will be the data processor and the terms of this Schedule C will apply.

The Client retains control of the Protected Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to FundApps.

Annex 1 to Schedule C describes the subject matter, duration, nature and purpose of processing and the Protected Data categories and data subject types in respect of which FundApps may process to fulfil its obligations of the Agreement.

### **3. INSTRUCTIONS AND DETAILS OF PROCESSING**

Insofar as FundApps processes Protected Data on behalf of the Client: (a) unless required to do otherwise by applicable law, FundApps will, and will take steps to ensure each person acting under its authority will, process the Protected Data only on and in accordance with the Client's documented instructions as set out in this paragraph 3 and Annex 1 to this Schedule C (Data processing details), as updated from time to time by agreement between the Parties (Processing Instructions); (b) notwithstanding any other provision of this Agreement, if applicable law requires FundApps to conduct processing of the Protected Data other than in accordance with the Processing Instructions, such processing will not constitute a breach of this Agreement; (c) if applicable law requires FundApps to process Protected Data other than in accordance with the Processing Instructions, FundApps will notify the Client of any such requirement before processing the Protected Data (unless applicable law prohibits such information on important grounds of public interest); and (d) FundApps will promptly inform the Client if it becomes aware of a Processing Instruction that, in FundApps' opinion, infringes Data Protection Law.

### **4. TECHNICAL AND ORGANISATIONAL MEASURES**

FundApps will implement and maintain the technical and organisational measures outlined in the Security Policy, reviewed and approved by the Client, so as to ensure a level of security in respect of the Protected Data processed by it that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed.

### **5. USING STAFF AND OTHER PROCESSORS**

FundApps will ensure that FundApps personnel authorised to process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Client hereby gives FundApps general consent to engage Sub-processors for processing of Protected Data on behalf of the Client. FundApps will inform the Client before transferring any Protected Data to a new Sub-processor. Following receipt of such information the Client will notify FundApps if it objects to the new Sub-processor. If the Client does not object to the Sub-processor within 30 days of receiving the information, the Client will be deemed to have accepted the Sub-processor. If the Client has raised a reasonable objection to the new Sub-processor, and the Parties have failed to agree on a solution within a reasonable time, either party will have the right to terminate the Agreement with a notice period of at least 90 days, without prejudice to any other remedies available under law or contract. During the notice period, FundApps will not transfer any Protected Data to the Sub-processor.

FundApps will enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to the terms of this Schedule C. FundApps will remain primarily liable to the Client for the performance or non-performance of the Sub-processor's obligations.

Upon the Client's request, FundApps is obliged to provide information regarding any Sub-processor, including name, address and the processing carried out by the Sub-processor.

## 6. ASSISTANCE WITH THE CLIENT'S COMPLIANCE AND DATA SUBJECT RIGHTS

FundApps will promptly refer all Data Subject Requests it receives to the Client and will provide such reasonable assistance as the Client reasonably requires (taking into account the nature of processing and the information available to FundApps) to the Client in ensuring compliance with the Client's obligations under Data Protection Laws with respect to: (a) security of processing; (b) data protection impact assessments (as such term is defined in Data Protection Laws); (c) prior consultation with a supervisory authority regarding high risk processing; (d) notifications to the supervisory authority and/or communications to data subjects by the Client in response to any Personal Data Breach; and (e) the Client will pay FundApps' reasonable costs and expenses incurred in providing the assistance (including time spent by FundApps personnel calculated at a rate of 1,500 (GBP/USD) per day, exclusive of any and all taxes, in the currency specified in the Order Form exclusive of any and all taxes).

## 7. INTERNATIONAL DATA TRANSFERS

The Client understands and agrees that the Protected Data may be transferred to or respectively accessed from countries outside of the United Kingdom when providing the Services in accordance with the terms of this Agreement, provided that the specific conditions of Article 44 of the GDPR have been fulfilled.

## 8. INFORMATION AND AUDIT

FundApps will, in accordance with Data Protection Laws, make available to the Client such information as is reasonably necessary to demonstrate FundApps' compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client: (a) giving FundApps no less than 30 days prior notice of such audit and/or inspection being required by the Client; (b) giving FundApps a reasonable period of time to comply with any information request made by the Client; (c) using reasonable efforts to ensure that audits and inspections are, as far as reasonably possible, conducted in such a way as to keep any disruption to FundApps' business generally to a minimum; and (d) paying FundApps' reasonable costs and expenses (including time spent by FundApps personnel calculated at a rate of 1,500 (GBP/USD) per day, exclusive of any and all taxes, in the currency specified in the Order Form) incurred in making available the information or assisting with such audits and/or inspections to the extent FundApps has to assign resources to make available the information requested or assist with audits and/or inspections conducted pursuant to this paragraph 8.

## 9. BREACH NOTIFICATION

In respect of any Personal Data Breach involving Protected Data, FundApps will, without undue delay notify the Client of the Personal Data Breach and provide the Client with details of the Personal Data Breach.

## 10. DELETION OR RETURN OF PROTECTED DATA

FundApps will delete all Protected Data in its possession within 30 days after the earlier of the termination of this Agreement or once processing by FundApps of any Protected Data is no longer required for the purpose of FundApps' performance of its relevant obligations under this Agreement and delete existing copies (unless storage of any data is required by applicable law and, if so, FundApps will inform the Client of any such requirement).

## ANNEX 1 TO SCHEDULE C (DATA PROCESSING DETAILS)

The subject matter and duration of the processing:	Protected Data will not be processed for a period longer than is necessary for serving its purpose. In respect of all processing activities other than storage of the Protected Data, the processing will cease on expiry or termination of the Agreement.
The nature and purpose of the processing:	FundApps will process Protected Data only for the purpose of providing the Services to the Client, including the Software and Maintenance and Support.
Processing Activities:	Collection Storing Accessing, reading or consultation Erasure or destruction
The type of personal data being processed:	Names Email addresses
The categories of data subjects:	Client employees