

MASTER SERVICES AGREEMENT

SENTIENT SOLUTIONS

TERMS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

APIs: application programming interfaces;

Affiliate: any entity directly or indirectly controlling or controlled by or under direct or indirect common control with another entity; and “control” means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question (including the right to appoint or remove the majority of the board of directors of the company).

Agreement: the Master Services Agreement (“**MSA**”) signed by Sentient and Customer, these Terms of Service, the Order Form(s), SLA, DPA and any ancillary agreements or documents incorporated by reference herein.

Authorised Users: those employees, contractors, subcontractors, and agents who are authorised by Customer to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday, Ireland (as applicable) when banks in Dublin are open for business.

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

Confidential Information: means any information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by either party to the other party whether before, on or after the date of this Agreement which ought reasonably to be regarded as confidential including, without limitation, information relating to the disclosing party’s products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, business and financial affairs or other materials of a confidential nature.

Customer: the customer executing the MSA, and shall also include reference to “**you**” and “**your**”.

Customer Data: All documents, information, data, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Sentient in connection with the Services.

DPA: the Data Processing Agreement as agreed between the parties and attached hereto in Appendix 2.

Data Protection Legislation: means: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”); (b) the Irish Data Protection Acts 1988 and 2018; (c) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011; (d) the UK GDPR and the UK Data Protection Act 2018; (e) the EU ePrivacy Directive 2002/58/EC (as amended) (the “**ePrivacy Directive**”); and (f) any relevant transposition of, or successor or replacement to the laws detailed at (a) to (e) inclusive; and all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commissioner or other relevant national or supra-national authority relating to the processing



of Personal Data or privacy; all as amended, re-enacted and/or replaced from time to time, and any other applicable legislation relating to the collection, processing, transfer, or retention of personal data.

Effective Date: the effective date of the Agreement as set out on the MSA.

Fees: the fees and charges for the Services as set out in each Order Form(s).

Initial Term: the initial term of this Agreement as set out in the MSA.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, trade dress, trade secrets, patentable rights, copyright, design rights, utility models, trademarks (whether or not any of the above are registered), trade or business names, goodwill, rights in domain names, rights in inventions, rights in data, moral rights, database rights, rights in know-how and confidential information, and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites source code and all intellectual property rights concerning a technology application, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).

Order Form: the ordering document(s) signed by Customer and Sentient confirming the order for the Services subject to these Terms of Service.

Platform: the online software platform and applications from which Sentient makes the Services available.

Renewal Term: the period(s) described in clause 11.1.

ScoreBuddy Service Description Document: the Services description document, a copy of which has been provided to Customer.

Sentient: means Sentient Solutions Limited trading as Scorebuddy.

Services: access to Sentient’s multichannel call centre quality assurance solution for call centres and outsourcers with functionality as per the current version of ScoreBuddy Service Description Document. The scope of the Services subscribed by Customer for this Agreement is as per the agreed Order Form(s).

Service Level Agreement or SLA: the service level agreement in respect of the Services as attached hereto at Appendix 1.

Term: the Initial Term together with any subsequent Renewal Term(s).

User Documentation: the knowledge and training documentation provided by Sentient to Customer in respect of the Services and available at <https://intercom.help/scorebuddy-b32c18522ac7/en/>.

Virus: any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, ransomware, time or logic bombs, worms, trojan horses, viruses and other similar things, techniques or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a Sentient shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. A reference to writing or written includes e-mail.
- 1.3 In the event, and to the extent only, of any conflict between the terms of any Order Form and any terms of these Terms of Services, the terms of the Order Form shall prevail.

2. SERVICES

- 2.1 Subject to the terms and conditions of this Agreement, Sentient hereby grants to Customer a non-exclusive, non-transferable right (save in accordance with clause 14.6), without the right to grant sublicenses, of access to and use of (and to permit the Authorised Users to access and use) the Services during the Term.
- 2.2 Customer may designate an Authorised User as an administrator (or "master" administrator) with control over Customer's service account, including management of Authorised Users and Customer Data. Customer is fully responsible for its choice of administrator and any actions they take. Customer agrees that Sentient's responsibilities do not extend to the internal management or administration of the Services for Customer.
- 2.3 Each Authorised User must create and use unique access credentials, which may not be shared or used by more than one Authorised User. Customer shall ensure its Authorised Users do not share their access credentials with any other person or permit any other person to access the Services and shall be responsible for any unauthorised usage that occurs due to misuse of its log-in credentials.
- 2.4 Customer shall cooperate with Sentient in all matters relating to the Services and will give Sentient timely access to any Customer Data and systems reasonably necessary for Sentient to provide the Services, and if Customer fails to do so, Sentient's obligation to provide the Services will be excused until access is provided. Where applicable, Customer will ensure the availability of appropriately qualified internal IT or development resources during onboarding of the Services to support the delivery of integrations using the open API.
- 2.5 Additional or amended Services may be agreed by the parties in a new Order Form. Once an Order Form is agreed by the parties it shall form part of this Agreement.
- 2.6 Affiliates of Customer may procure Services from Sentient under the terms and conditions of this Agreement, provided that each such Affiliate enters into an Order Form for such Services, referencing this Agreement. Any Affiliate that enters into such Order Form with Sentient will be deemed to be "Customer" hereunder, provided that such Order Form together with these Terms of Service, will constitute a separate contract with such Affiliate.

3. CUSTOMER OBLIGATIONS

- 3.1 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the

Services and, in the event of any such unauthorised access or use, promptly notify Sentient. Customer shall be responsible for the acts and omissions of its Affiliates and Authorised Users who access the Services, as though they were the acts and omissions of Customer. Customer agrees to indemnify and hold harmless Sentient, its Affiliates and subcontractors against any claims, costs, losses, damages, liabilities or expenses arising from the acts or omissions of its Affiliates and Authorised Users.

- 3.2 Customer shall not during the course of its use of the Services access, store, distribute or transmit any Viruses, or any material that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive or depicts sexually explicit images; or (ii) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence; or (iii) is discriminatory or otherwise illegal or causes damage or injury to any person or property; (iv) contains any unsolicited or unauthorised advertising, promotional, spam or marketing materials; or (v) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation.
- 3.3 Customer shall not, 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 Services in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Services; (iii) use or interfere with the Platform or Sentient's website in a manner which could damage, disable, disrupt, overload or impair the Platform and Services; (iv) access all or any part of the Services in order to build a product or service which competes with the Services; (v) work around any technical limitations in the Services; or (vi) attack our Services via a denial-of-service attack or a distributed denial-of-service attack.
- 3.4 Customer shall: (i) comply with all applicable laws and regulations with respect to its activities under this Agreement; (ii) obtain and shall maintain all necessary licences, consents, and permissions (if any) in respect of Customer's systems and software for Sentient to perform the Services; and (iii) ensure that its network and systems comply with specifications provided by Sentient. Customer will be solely responsible for procuring and maintaining its network connections and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links.
- 3.5 Customer acknowledges that it is solely responsible for ensuring that its use (and the use of its Authorised Users) of the Services do not infringe this clause 3. Without prejudice to Sentient's other rights in law or equity, Sentient reserves the right, without liability to Customer, to suspend or disable Customer's or any Authorised Users access to the Services where Customer breaches the provisions of this clause 3 and fails to remedy such breach within 10 days of being notified by Sentient to do so, and Customer shall not thereby be entitled to claim any refund or compensation for such suspension; provided however that where such breach of same: (a) violates or may violate any applicable law; or (b) has or may have a material adverse impact on Sentient's ability to provide the Services to its clients; or (c) impacts on the integrity and security of the Platform, then no remedy period shall be granted to Customer prior to Sentient exercising the suspension or disablement rights herein. Customer shall not thereby be entitled to claim any refund or compensation for such suspension or disablement and shall remain responsible for all Fees during any period of suspension.
- 3.6 While Sentient does not moderate Customer's use of the Services, it may report any illegal activity

it discovers to the relevant authorities.

4. FEES AND PAYMENT

- 4.1 Sentient shall invoice Customer and Customer shall pay the Fees in accordance with the provisions of the Order Form and this clause 4. Fees for Renewal Terms shall be at Sentient's then-current rates, regardless of any discounted pricing in a prior Order Form.
- 4.2 All Fees are non-cancellable and non-refundable unless stated elsewhere in the Agreement and are exclusive of all sales, use, value-added, withholding and other taxes and duties which shall be added to Sentient's invoice(s) at the appropriate rate. Customer will pay all taxes, tariffs and duties (including withholding tax) assessed in connection with this Agreement. Customer shall pay all Fees in full without set off or counterclaim.
- 4.3 Should Customer have a bona fide dispute in respect of all or any part of any invoice(s) it will notify Sentient of the nature of that dispute in writing within ten (10) days of receipt of the invoice giving the relevant details. Following any such notice, Customer will be entitled to withhold payment of the amount in dispute without interest but will pay the undisputed amount(s) in accordance with this Agreement. The parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible and on settlement of the dispute Customer will make the appropriate payment in accordance with this Agreement.
- 4.4 If Sentient has not received payment of undisputed Fees within fifteen (15) days after the due date in accordance with the payment terms set out in the Order Form, and without prejudice to any other rights and remedies of Sentient, Sentient may, subject to providing a further fifteen (15) days' written notice, without liability to Customer, disable Customer's password, account and suspend access to all or part of the Services and Sentient shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. In addition, interest shall accrue on a daily basis on such outstanding amounts due at an annual rate equal to four (4) percentage points above the then current prime rate as set forth by either the Wall Street Journal (if Customer is paying in United States Dollars) or the European Central Bank's reference rate (if Customer is paying in Euros, Canadian Dollars or Pound sterling) or if such rate shall exceed any applicable permissible legal interest rate, then at the highest legally permissible rate, commencing on the due date and continuing until fully paid, whether before or after judgment. Customer shall be liable for all costs incurred by Sentient in recovering the outstanding amounts, including but not limited to legal fees, court costs, and fees charged by debt collection agencies.
- 4.5 Sentient may increase the Fees at the end of the Initial Term and any Renewal Term by giving Customer not less than sixty (60) days' written notice with such notice to expire at the end of the Initial Term or Renewal Term as the case may be. During this notice period the Customer can either: (i) accept the increase in the Fees by continuing to avail of the Service; or (ii) reject the increase in Fees and issue a notice to Sentient of their intention to terminate this Agreement on the expiration of the Initial Term or Renewal Term, as the case may be.

5. SUPPORT AND SLA

- 5.1 Sentient shall use all reasonable endeavours provide the Services in accordance with the Service Level Agreement. Customer may contact Sentient for support in relation to the Services during Business Hours by contacting Sentient support in accordance with the SLA. While Sentient shall exercise all reasonable endeavours to maintain the availability of the Services and associated support services, the Services and associated support services may be unavailable from time to

time for limited durations, dependent on maintenance, service updates, server downtime, third party actions, and other Force Majeure events.

6. WARRANTIES AND DISCLAIMER

- 6.1 Each party warrants that it has the full corporate power: (i) to enter into this Agreement; (ii) to carry out its obligations hereunder; and (iii) to grant the rights herein granted to the other party.
- 6.2 Customer warrants that Customer Data provided to Sentient by or on behalf of Customer: (i) is owned by Customer or is provided with the express consent from the third party holding any ownership rights (including copyright) over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by copyright laws; (ii) do not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable Data Protection Legislation or direct marketing laws and are not defamatory; and (iii) do not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, breach of Intellectual Property Rights, injury, damage or harm of any kind to any person or entity.
- 6.3 Sentient warrants that: (i) the Services shall perform in accordance with the User Documentation in all material respects; (ii) it shall obtain and maintain all necessary licenses and consents as required to enable Sentient to provide the Services; and (iii) it shall comply with all applicable laws in its performance of its obligations under this Agreement.
- 6.4 Other than with respect to the express warranties set forth herein, the Services are provided “as is” and all warranties express or implied, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, including those of non-infringement, merchantability and fitness for a particular purpose, all are, to the fullest extent permitted by applicable law, are hereby disclaimed and excluded by Sentient from this Agreement. Customer is solely responsible for determining the suitability of the Services for its use in light of any applicable legislation or regulations.
- 6.5 Sentient does not warrant that Customer’s use of the Services will be uninterrupted or error-free or that the Services will operate in combination with third party services used by Customer save where otherwise agreed. The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Sentient is not responsible for any delays, delivery failures, or other damage resulting from inherent problems, including but not limited to, the transfer of data over communications networks and facilities, including the internet.
- 6.6 Sentient reserves the right to introduce new or enhanced features and functionalities to the Services which do not negatively impact the Services.

7. DATA

- 7.1 In providing its Services under this Agreement, Sentient may be required to process Personal Data on Customer’s behalf. In such circumstances, the parties record their intention that Customer and its Affiliates (as applicable) shall be the controller and Sentient shall be a processor and each party shall comply with the DPA.
- 7.1 Sentient shall own all rights, title, and interest in and to any and all data generated, collected, or derived from its customer’s use of the Platform, including but not limited to usage data, performance metrics, analytics, statistics and any aggregated or anonymized data or insights derived therefrom. Such data may be used by Sentient for its business purposes, including to

improve the Platform and develop new products or services. This data shall be irreversibly anonymized and shall not be considered personal data under Data Protection Laws and shall not include any Customer Data or Customer Confidential Information.

- 7.2 Gen AI Closed Instance Provision. Any generative artificial intelligence (“**GenAI**”) capabilities provided to Customer as part of the Services will be deployed on a standalone, closed instance of Microsoft Azure and Amazon Web Services. This ensures a dedicated, secure and private environment exclusively for Sentient’s use, isolated from other third party environments. Customer Data will not be available to other Sentient customers. Customer Data will not be: (i) available to large language models; (ii) utilised for training large language models; or (iii) used to improve any third party’s products or services; unless explicitly agreed in writing by Customer in advance. All Customer Data processed within the GenAI capabilities of the Services remains the Confidential Information of Customer and is used solely for the purpose of delivering the Services.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Customer acknowledges and agrees that Sentient and/or its licensors own all Intellectual Property Rights in the Services and Platform (including any modifications or enhancements thereto) and shall remain the property of Sentient and/or its licensors. Except as expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services and Platform.
- 8.2 All Customer Data shall be and remain the property of Customer, and/or its licensors, as the case may be. Customer shall own all right, title and interest in and to all of Customer Data and shall have sole responsibility and liability for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer hereby grants Sentient a royalty-free, non-exclusive licence to use the Customer Data for the Term of this Agreement solely for the purposes of carrying out its obligations under this Agreement.

9. INDEMNITY

- 9.1 Sentient will indemnify Customer in respect of any and all third party claims, suits, demands and actions and for resulting damages, awards of damages, losses, costs, expenses and liabilities (including reasonable legal fees) to the extent arising out of claims by third parties that the Services infringes a third-party’s copyright, trademark existing or patent granted as of the date of delivery in any country in which the Services are delivered. If Services are or are likely to be held to be infringing, Sentient will at its expense and option either: (i) procure the right for Customer to continue using it; (ii) replace it with a non-infringing equivalent; (iii) modify it to make it non-infringing; or (iv) terminate this Agreement and refund to Customer fees paid for any unused portion of the Services.
- 9.2 Notwithstanding the above, Sentient shall have no liability to Customer to the extent that any claim is based upon: (i) modifications to the Services made by anyone other than Sentient or a party authorised by Sentient; (ii) combination of the Services with software not provided by Sentient or specified in any agreed documentation; (iii) the use of the Customer Data in the development of, or the inclusion of the Customer Data, in the Services; (iv) any failure of Customer its employees or agents in breach or violation of this Agreement, or applicable laws or regulations; or (v) Customer or Authorised User’s unauthorised use or misuse of the Services.

- 9.3 The rights granted to Customer under clause 9.1 shall be Customer's sole and exclusive remedy and Sentient's entire liability for any alleged or actual infringement of Intellectual Property Rights of any third party.
- 9.4 Customer shall defend indemnify and hold harmless Sentient, its Affiliates and each of its officers, employees, agents and subcontractors from and against all claims, demands, damages, awards of damages, losses, costs, expenses and liabilities (including any regulatory fines and reasonable legal fees) that result or arise in connection with Customer or its Authorised User's: (i) unauthorised use or misuse of the Services; (ii) infringement or violation of Sentient's Intellectual Property Rights; (iii) breach of applicable law including violations of third party rights due to Customer's or Authorised User's use of the Services and/or the provision of Customer Data to Sentient; or (iv) breach of warranty in clause 6.2.
- 9.5 The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof (provided that the Indemnitor will not enter into any settlement of such claim without the prior approval of the Indemnitee, which approval will not be unreasonably withheld); (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement limits or excludes liability of either party in respect of any claims for death or personal injury caused by negligence, fraud or any other liability which cannot be excluded or limited by law.
- 10.1 To the maximum extent permitted by applicable law, Sentient will not have any liability to Customer for any loss of profits, loss of business, loss of revenue, loss of data, reputational damage, or for any indirect, special, incidental, punitive, or consequential damages however caused and under any theory of liability whether or not Sentient has been advised of the possibility of such.
- 10.2 Subject to clauses 10.1 and 10.2, to the maximum extent permitted by applicable law, Sentient's and its Affiliates total aggregate liability arising out of or related to this Agreement or the Services under any theory of law (including liability for negligence or breach of statutory duty or an indemnity claim) shall not exceed the total amount of the Fees actually paid or payable by Customer to Sentient for the Services in the twelve (12) months preceding the claim under which the liability has arisen.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence on the Effective Date and shall unless otherwise terminated as provided in this clause 11 continue for the Initial Term. Thereafter, this Agreement shall

automatically renew for Renewal Terms of twelve (12) months each unless either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term or otherwise terminated in accordance with the provisions of this Agreement.

- 11.2 Sentient may immediately terminate this Agreement by notice in writing to Customer if Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
- 11.3 Either party shall be entitled, without prejudice to the rights and remedies otherwise available under this Agreement or by law, to terminate the Agreement on written notice in the event of:
 - 11.3.1 a material breach of this Agreement by the other party which, if capable of remedy, is not remedied by the defaulting party within thirty (30) days of its receipt of written notice of the breach from the non-defaulting party;
 - 11.3.2 fraud or wilful default of the other party; or
 - 11.3.3 the other party is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 11.4 On termination of this Agreement for any reason:
 - 11.4.1 Customer shall immediately pay to Sentient all amounts due and owing up to the date of termination;
 - 11.4.2 all licences and rights of access granted under this Agreement shall immediately terminate;
 - 11.4.3 each party shall return and make no further use of any Confidential Information, property, documentation and other items (and all copies of them) belonging to the other party;
 - 11.4.4 upon receipt of a written request, Sentient shall use reasonable commercial endeavours to deliver a back-up of Customer Data to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has at that time paid all fees and charges outstanding at and resulting from termination. If Sentient does not receive any such request within thirty (30) days of the date of termination, it may destroy or otherwise dispose of any of Customer Data in its possession; and
 - 11.4.5 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 the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. CONFIDENTIALITY

- 12.1 Each party (the “**Receiving Party**”) acknowledges that, in the course of this Agreement, it may obtain Confidential Information from the other party, (the “**Disclosing Party**”). The Receiving Party shall keep in confidence and protect the Confidential Information of the Disclosing Party from unauthorised disclosure or dissemination and use no less than that degree of care it uses to protect its own like information, and in any event no less than reasonable care. The Receiving Party shall not use such Confidential Information except in furtherance of this Agreement.

- 12.2 The Receiving Party shall not disclose any Confidential Information to any person without the Disclosing Party's prior written consent except that the Receiving Party may disclose the Confidential Information to its officers, employees, independent contractors and agents ("**Representatives**") on a "need-to-know" basis, provided that such Representatives are bound by a written agreement with materially the same terms and conditions as this clause 12 and the Receiving Party remains ultimately liable for any breach thereof. In addition, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any audit, financing transaction, regulatory or due diligence inquiry provided the recipients are subject to obligations of confidentiality at least as restrictive as those contained herein. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information.
- 12.3 The obligations of confidentiality shall continue during the term of this Agreement and thereafter for a period of five (5) years, unless and until such Confidential Information falls within one of the exceptions outlined in clause 12.4.
- 12.4 This clause 12 shall not apply with respect to information the Receiving Party can document: (a) is in the public domain as a result of no act or omission of the Receiving Party or its employees or agents; (b) is received by the Receiving Party from third parties without restriction and without breach of a duty of nondisclosure by such third party; (c) was independently developed by the Receiving Party without reliance on the Confidential Information as evidenced by its written records at the time; or (d) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal.
- 12.5 If the Receiving Party is confronted with legal action to disclose the Confidential Information received under this Agreement from the Disclosing Party or it is required to be disclosed by operation of law, the Receiving Party shall, unless prohibited by the applicable laws, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief that it deems appropriate, and the Receiving Party shall reasonably assist the Disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only the portion of the Confidential Information which must be disclosed as advised by its legal counsel.
- 12.6 Any breach or threatened breach by the Receiving Party of an obligation under this clause 12 may cause the Disclosing Party immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently, the Disclosing Party has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the Receiving Party or to compel specific performance of this clause 12.
- 12.7 A Receiving Party must notify the Disclosing Party in writing, giving full details known to it immediately, when it becomes aware of any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information, or any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

13. FORCE MAJEURE

Neither party shall have any liability to the other party 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, events, omissions or accidents beyond its reasonable control, including, without limitation, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, strikes, lock-outs or other industrial disputes, provided that the party notified of such an event and its expected duration. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one (1) month, the party not affected may terminate this Agreement by giving one (1) calendar month written notice to the other party. Force Majeure shall not prevent or delay the payment of any sum due or to be due by either party.

14. MISCELLANEOUS

- 14.1 Non-solicitation. Each party hereby covenants to the other party that it shall not, and it shall procure that its Affiliates shall not, during the Term and for the period of twelve (12) months from the termination or expiry of this Agreement, solicit the services of, or endeavour to entice away from the other party any director, employee, contractor or consultant of the other party, without the prior written consent of the other party.
- 14.2 Commitment to Ethical Sourcing. Sentient ensures that integrity and ethical practices are upheld throughout its operations. Sentient mandates that all its suppliers and business partners comply with ethical sourcing best practice, which explicitly prohibits slavery, servitude, forced or compulsory labour, and human trafficking. Sentient reserves the right to conduct due diligence to confirm compliance and require transparent and auditable processes from its suppliers. In the event of any supplier's failure to meet its standards, Sentient is committed to taking appropriate actions, which may include contract review, termination, and legal action to uphold these ethical standards. By agreeing to our terms of service, our customers acknowledge and support this commitment to maintain a responsible supply chain.
- 14.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, or a single or partial exercise of such right or remedy, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 14.4 Invalidity. 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.
- 14.5 Entire Agreement. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Additional Order may be agreed between the parties referencing this Agreement, each of which shall form part of this Agreement.
- 14.6 Assignment. Either party may assign, novate or transfer on written notice all of its rights and obligations under this Agreement to: (i) an Affiliate; (ii) a purchaser of all or substantially all assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which a party is participating. Any attempt to assign this

Agreement in violation of this provision shall be void and of no effect. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

- 14.7 Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by applicable laws. However, Sentient may include Customer and its trademarks in Sentient's customer lists and promotional materials but will cease this use at Customer's written request.
- 14.8 No agency. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or authorize either party to act as agent for the other.
- 14.9 Notice. Any notice to be given by either party for the purposes of the Agreement shall be sent by mail/email to the contact party whose details are set out in the Order Form. A notice delivered: (i) by post if correctly addressed by prepaid registered delivery shall be deemed delivered two Business Days from the date of posting and five Business Days for pre-paid registered airmail; and (ii) by email shall be deemed to have been received at 9.00am on the next Business Day after transmission.
- 14.10 Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. Without limiting the foregoing, the following clauses shall survive the termination or expiration of this Agreement: clause 3, 6, 7, 8, 9, 10, 11, 12, 13 and this clause 14.
- 14.11 Amendment. No variation of this Agreement shall be valid or effective unless it is in writing and is duly signed or executed by an authorised representative of each party.
- 14.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The parties acknowledge that they may use an electronic signature process to sign this Agreement and agree to be bound by any such electronic signature which they have applied to the Agreement. The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission (including .pdf or any electronic signature complying with Regulation (EU) N°910/2014 (eIDAS Regulation), e.g. www.docusign.com) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be sufficient to bind the parties to the terms and conditions of this Agreement. No exchange of original signatures is necessary.
- 14.13 Dispute Resolution. The parties shall do their best acting in good faith to settle amicably any dispute, controversy or claim arising out of or in connection with the existence, validity, construction, performance and termination of the Agreement (or any terms thereof). Escalation to the senior management (or the C-Suite) of the parties shall be the preferred dispute resolution methodology. If senior management (or the C-Suite) cannot resolve the dispute within 30 days of first notification of the dispute the matter shall be referred to the courts in accordance with clause 14.14.
- 14.14 Governing Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed solely and exclusively by the laws of the Republic of Ireland. The parties irrevocably agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SERVICE LEVEL AGREEMENT

A. Introduction

This Service Level Agreement (“**SLA**”) relates to the Master Services Agreement (“**MSA**”) between **Sentient Solutions Limited trading as Scorebuddy (“Sentient”)** and the customer executing the MSA (“**Customer**”).

Capitalized terms not otherwise defined in this document will have the respective meanings assigned to them in the applicable MSA between Sentient and Customer.

“**Incident**” means a defect or combination of defects in the performance of the Services that result in a failure of the Services to function substantially in accordance with the User Documentation available on the Platform.

“**Resolution**” means Sentient has corrected the Incident that prompted a particular request for support so that the Services perform in material conformance with the User Documentation.

“**Workaround**” means a configuration change, manual procedure, or other workaround designed to regain intended or previously functioning features and functionality, but that does not provide a complete Resolution.

“**Standard Support Hours**” means 9:00 am to 5:30 pm GMT on Business Days.

B. Self Help

Access to Self Help Materials. Our documentation library offers extensive information for using and configuring our Services, available at: <https://intercom.help/scorebuddy-b32c18522ac7/en/>. Customers are responsible for evaluating any guidance found through these self-help options.

C. Support Requests

Requests for support can be made through the support widget on the Platform or by contacting support@scorebuddyqa.com. The support service is a ticketed service that will immediately assign a ticket number. Support is provided during Standard Support Hours.

Customer shall provide Sentient with reasonable information and assistance to facilitate Sentient’s performance of its support services, including, without limitation, a clear description of the issue, related configuration and log files, and cooperation to reproduce errors and faults.

To enable Sentient to provide support, Customer will appoint a nominated representative who will be its prime contact point with Sentient and ensure that Customer implements procedures to review Incident notifications before passing them to Sentient in order to eliminate duplicate or trivial enquiries, enquiries which are excluded under the terms of this SLA.

During Standard Support Hours any representative of Customer may submit via live in app chat

support, email or telephone queries to Sentient to discuss outstanding notified Incidents.

D. Uptime Commitment

Subject to the terms of this SLA, Sentient will use all reasonable endeavours to achieve a 99.5% availability each calendar month (the “Uptime Commitment”) for the Services.

The availability of the Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and:
Availability = $((TMM - TMU) \times 100) / TMM$.

For the purposes of this calculation, the Services will be deemed to be unavailable to the extent the applicable Sentient servers will not accept connections. A Service will not be deemed to be unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below.

The Services will not be considered to be unavailable for any outage as follows:

- (i) that results from any maintenance performed by Sentient of which Customer is notified at least 24 hours in advance;
- (ii) during Customer’s implementation period;
- (iii) during Sentient’s then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”);
- (iv) as a result of Customer’s request outside of the normally scheduled maintenance;
- (v) due to the Customer’s data or application programming, acts or omissions of Customer or its agents, failures of equipment or facilities provided by Customer,
- (vi) network unavailability or bandwidth limitations outside of Sentient network.
- (vii) due to issues arising from bugs or other problems in the software, firmware or hardware of Sentient’s suppliers; and
- (viii) The Services will not be considered to be unavailable for any outage due to Force majeure events.

The configuration being provided under the Services is based on assumptions made by Customer and based on information provided by a Customer. As a result, Sentient will not be responsible for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or the number of concurrent user sessions.

Configurations Changes; Customer Supported Software

These specifications are based on a standard configuration of the Services to provide the performance level contemplated by the Uptime Commitment in this SLA. If Sentient notifies the Customer that it has determined that Customer’s configuration is not suited to provide this level of performance, this SLA will be suspended until Customer and Sentient agree upon and implement a new or modified configuration designed to provide this level of performance.

E. Remedies

Customer will have the rights set forth below in respect of Sentient's provision of the Services. The terms set out below provide a Customer's sole and exclusive remedy for Sentient's failure to provide the Services in accordance with this SLA and to meet the Uptime Commitment. All standards and commitments are subject to the limitations and exclusions set forth herein.

If the Availability of the Services for a given month is less than the applicable Uptime Commitment, but 99% or higher, Customer will be eligible to receive a 10% service credit for the affected Services for such month. If the Availability of the Service for a given month is 98% or higher but lower than 99%, Customer will be eligible to receive a 25% service credit for the affected Services for such month. If the Availability of the Services for a given month is lower than 98%, Customer will be eligible to receive a 50% service credit for the affected Services for such month.

In the event that you are not current and up to date in your payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until your account is brought up to date in respect of your payment obligations;

To receive service credits, Customer must submit a written request to billing@scorebuddyqa.com within 30 days after the end of the month in which Sentient failed to meet the Uptime Commitment, or Customer's right to receive service credits with respect to such unavailability will be waived.

F. Service Support

Incident response service levels are set out in the table below and are measured from the time Customer or Sentient reports the Incident. The Incident action times are intended to be measured over a period of one month.

In the event of an Incident, Sentient will respond to associated Support requests as follows:

	Definition	Response Time	Hours Cover
P1	The service is not operational, and no workaround exists. Examples include: System outage or non-availability of service	4 hours	24 x 7
P2	Service is impaired, does not work as proposed, but it is operational.	8 hours	Normal office hours
P3	Functionality or user related questions. Examples include: How do I apply weighting to a scorecard. How do I change a user's access	8-16 working hours	Normal office hours

SCHEDULE 2

Data Processing Agreement

This Data Processing Agreement ("DPA"), dated _____ forms part of the Master Services Agreement dated [] ("MSA") between:

Sentient Solutions Limited (hereinafter referred as "**Sentient**").

and

[] (hereinafter referred as "**Customer**");

The terms used in this DPA shall have the meanings set forth herein. Terms not otherwise defined herein shall have the meaning given to them in the MSA. Except as modified below, the terms of the MSA shall remain in full force and effect.

This DPA sets out the additional terms, requirements and conditions on which Sentient will process Customer Personal Data when providing its Services to Customer.

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Legislation, in the name and on behalf of its Affiliates, if and to the extent Sentient processes Personal Data for which such Affiliates qualify as the Controller.

For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and its Affiliates.

AGREED TERMS

1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the MSA. The following additional definitions apply in this DPA.

"CCPA" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).

"Controller" means the Customer or the entity, alone or jointly with others, that determines the purposes and means of the Processing of Personal Data.

"Data Subject" means an identified or identifiable natural person.

"Data Protection Legislation" means (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"); (b) the Irish Data Protection Acts 1988 and 2018; (c) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011; (d) the UK GDPR and the UK Data Protection Act 2018; (e) the EU ePrivacy Directive 2002/58/EC (as amended) (the "**ePrivacy Directive**"); and (f) any relevant transposition of, or successor or replacement to the laws detailed at (a) to (e) inclusive; and all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commissioner or other relevant national or supra-national authority relating to the processing of Personal Data or privacy; all as amended, re-enacted and/or replaced from time to time, and any other applicable legislation relating to the collection, processing, transfer, or retention of personal data.

“Delete” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.

“Personal Data” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a Data Subject.

“Personal Data Breach” any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processing by Sentient or its Sub-processors.

“Process”, “Processed” or “Processing” means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means Sentient or an entity that Processes Personal Data on behalf of the Controller.

“Sensitive Personal Data” has the meaning given in clause 2.4.

“Standard Contractual Clauses” means the European Union standard contractual clauses for international transfers from the European Economic Area to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914.

“Sub-processor” means any third party processor engaged by Sentient or its Affiliates engaged in the Processing of Customer Personal Data.

2. INTRODUCTION

- 2.1 In providing the Services under the MSA, Sentient may be required to process Customer Personal Data on Customer’s behalf. The parties record their intention that Customer and its Affiliates (as applicable) shall be the Controller and Sentient shall be a Processor. The parties shall exercise their rights hereunder acting in good faith and in a reasonable manner.
- 2.2 Customer (and any Affiliates) shall, at all times, comply with their respective obligations as Controller and shall be responsible for Processing of all Customer Personal Data processed under or in connection with the MSA by their Authorised Users in accordance with their obligations under applicable Data Protection Legislation. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquires the Personal Data.
- 2.3 Customer shall ensure valid consents are obtained from and shall cause appropriate notices to be provided to, Data Subjects, in each case that are necessary for Sentient to Process (and have Processed by Sub-processors) Personal Data under or in connection with this DPA in accordance with Data Protection Legislation. Furthermore, Customer shall not, by act or omission, cause Sentient to violate Data Protection Legislation, as a result of Sentient or its Sub-processors Processing the Personal Data in accordance with this DPA.
- 2.4 Customer agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Customer shall inform Sentient in writing prior to engaging with the Services if the Customer Personal Data includes any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards; (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and

Accountability Act (“HIPAA”); or (iii) any other personal data of an EU citizen deemed to be in a “special category” (as identified in the GDPR or any successor directive or regulation) (“**Sensitive Personal Data**”). If the Customer does not inform Sentient, Sentient shall not be liable for any violations of any requirements that apply to such Processing. Customer acknowledges that Sentient is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant.

2.5 Annex 1 to this DPA sets out certain information regarding Sentient and its Sub-processors Processing of the Customer Personal Data.

2.6 Customer hereby instructs Sentient (and consents and authorises Sentient to instruct each Sub-processor) to process Customer Personal Data as reasonably necessary for the provision of the Services.

3. **DATA PROTECTION OBLIGATIONS**

3.1 To the extent that Sentient Processes Customer Personal Data pursuant to the MSA, Sentient warrants, represents and undertakes to Customer that it shall:

3.1.1 Process Customer Personal Data only on the Customer’s documented instructions including the MSA. Sentient will immediately inform Customer if, in its opinion, an instruction infringes Data Protection Legislation or other data protection provisions;

3.1.2 Process any Customer Personal Data only to the extent required to provide the Services and in such a manner and at all times in accordance with all Data Protection Legislation, unless required to do otherwise by law, in which case, where legally permitted, Sentient shall inform Customer of such legal requirement before Processing;

3.1.3 not Process Customer Personal Data for any purpose other than for the business purposes specified in MSA or otherwise retain, use or disclose Personal Data outside of the direct business relationship between Sentient and Customer;

3.1.4 taking into account the nature and extent of Processing, implement and maintain technical and organizational measures to ensure a level of security appropriate to the risk presented by Processing the Customer Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data Processed.

3.1.5 not permit any Processing of any Customer Personal Data outside of the European Economic Area and/or the United Kingdom without Customer’s prior written consent and subject then in any event to the execution of an appropriate data transfer agreement in compliance with Data Protection Legislation in accordance with clause 7, unless Sentient or Sub-processors are required to transfer the Personal Data to comply with applicable laws and such laws prohibit notice to Customer on public interest grounds;

3.1.6 cooperate as reasonably requested by Customer to enable Customer to: (i) comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Customer Personal Data processed by Sentient under this DPA and shall implement and maintain appropriate technical and organizational measures to assist Customer in responding to such requests from Data Subjects and shall notify Customer promptly upon receipt of any such request from a Data Subject. Sentient will not respond to any request from a Data Subject except on the documented instructions of Customer or as required

by law, in which case Sentient shall to the extent permitted by law inform Customer of that legal requirement before Sentient responds to the request;

- 3.1.7 upon Customer's request, Sentient shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligations under Data Protection Legislation, including with regards to data privacy impact assessments and consultations with supervisory authorities, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Sentient. Cooperation may include the provision of appropriate technical and organizational measures, where possible, through the Sentient Services and/or as outlined in the User Documentation. Any such reasonable assistance shall be at the cost of Customer;
- 3.1.8 maintain proper up to date records of any Customer Personal Data Processed by or on behalf of Sentient pursuant to this DPA;
- 3.1.9 ensure that any person authorized to process the Customer's Personal Data: (i) have committed themselves to appropriate contractual confidentiality obligations or are under an appropriate statutory obligation of confidentiality; (ii) Processes the Personal Data solely on behalf and in accordance with the instructions from Customer; and (c) are appropriately reliable, qualified, and trained in relation to their Processing of Personal Data;
- 3.1.10 appoint and identify to Customer a named individual within Sentient to act as a point of contact for any enquiries from Customer relating to Customer Personal Data and cooperate in good faith with Customer concerning all such enquires within a reasonable time period; and
- 3.1.11 at Customer's option within forty five (45) days of a request in writing to Sentient, either: (i) return to Customer (by way of Customer retrieving a final export via Sentient APIs); or (ii) Delete from its systems and records all Customer Personal Data and any copies, records, analysis, memoranda or other notes to the extent containing or effecting any Customer Personal Data. Sentient shall provide a certificate of confirmation from a senior authorised representative of Sentient that this paragraph 3.1.11 has been complied with in full in accordance with Sentient procedures.

4. **PERSONAL DATA BREACH**

- 4.1 Without prejudice to the other provisions of this DPA, Sentient shall promptly upon becoming aware and in any event within twenty four (24) hours of becoming aware of a Personal Data Breach, notify Customer of the Personal Data Breach where the Personal Data Breach directly affects Customer Personal Data or the Services being offered to Customer.
- 4.2 Sentient shall, at no additional cost to Customer (save that Customer shall reimburse Sentient's reasonable costs where Sentient has complied fully with its obligations under this DPA and such Personal Data Breach is not due to Sentient default or neglect), provide sufficient information and assistance to Customer in ensuring compliance with its obligations in relation to notification of Personal Data Breaches, and communication of Personal Data Breaches to Data Subjects where the breach is likely to result in a high risk to the rights of such Data Subjects, and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of such Personal Data Breach.

5. **California Consumer Privacy Act ("CCPA")**

5.1 If Sentient is processing Personal Data within the scope of the CCPA ("CCPA Personal Data") these additional provisions for CCPA Personal Data shall apply only with respect to CCPA Personal Data:

- 5.1.1 Roles of the Parties. When processing CCPA Personal Data in accordance with Customer instructions, the parties acknowledge and agree that Customer is a "Business" and Sentient is a "Service Provider" for the purposes of the CCPA.
- 5.1.2 Responsibilities. The parties agree that Sentient will Process CCPA Personal Data as a Service Provider strictly for the purpose of performing the processing activities ("Business Purpose") or as otherwise permitted by the CCPA, including as described in the Sentient's Privacy Policy.
- 5.1.3 Sentient will process Personal Data on behalf of the Customer and, not retain, use, or disclose that data for any purpose other than the Business Purpose, as otherwise set out in the MSA or as permitted under the CCPA;
- 5.1.4 In no event, will Sentient sell, retain, use, or disclose any Personal Data made available by Customer other than for the Business Purpose, as otherwise set out in the MSA or as permitted under the CCPA;
- 5.1.5 Sentient certifies that it understands all its contractual restrictions and will comply with them; and
- 5.1.6 the parties understand that the CCPA remains subject to amendment and regulations that have not yet been promulgated and agrees to comply with such amendments and regulations when they become effective, subject to Sentient's right to terminate the MSA if the CCPA materially impacts the processing activities or Sentient's rights and obligations under the MSA.

6. SUB-PROCESSORS

- 6.1 Customer confirms its prior general consent to sub-processing of the Customer Person Data Processing by Sentient's current Sub-processors, an up to date list of which is maintained by Sentient on its website at <https://www.scorebuddyqa.com/security> and available on request, and which may be updated in accordance with Clause 6.2. The Sub-processor list shall include the identities of the Sub-processors, their country of location as well as a description of the processing they perform.
- 6.2 Sentient shall provide Customer with written notice with sufficient detail of any proposed additional or replacement Sub-processors prior to the introduction of any such addition or replacement. Customer may, acting reasonably, object to any particular proposed Sub-processor. If no written objections have been received within thirty (30) calendar days of the date of notice, the proposed Sub-processor shall be deemed accepted.
- 6.3 Sentient shall ensure that: (i) it shall enter into an agreement with the Sub-processor and the terms governing the engagement between Sentient and any Sub-processor are not less protective with respect to Processing of Customer Personal Data compared to the provisions of this DPA and any other relevant provisions of the MSA to the extent those requirements are applicable to the nature of the services provided by the Sub-processor; and (ii) Sentient will remain responsible and liable for the Sub-processor's compliance with its obligations and for any acts or omissions of such Sub-processor.

7. DATA TRANSFERS

- 7.1 If Sentient transfers Personal Data outside the EEA or UK to a third country that is not recognized by the European Commission (or relevant authority) as providing an adequate level of protection, such transfers shall be governed by the Standard Contractual Clauses. The parties agree that by executing this DPA they also execute the Standard Contractual Clauses, which will be incorporated by reference and form an integral part of this DPA, and be considered duly executed and completed upon entering into force of this DPA. The parties agree that the parties will comply with the provisions of the applicable Module of the Standard Contractual Clauses specified in Annex 1 and, with respect to the elements of the Standard Contractual Clauses that require the parties' input, Annexes 1 and 2 contain information relevant to the Standard Contractual Clauses' Annexes. In case of any conflicts or inconsistency between the provisions of this DPA and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.
- 7.2 The parties agree that, for Personal Data of Data Subjects in the United Kingdom, they adopt the modifications to the Standard Contractual Clauses listed in Annex 2 to adapt the Standard Contractual Clauses to local law, as applicable.
- 7.3 Without limiting the generality of the foregoing, Sentient will enter into (and will cause its Sub-processors to enter into) any additional agreements or adhere to any additional contractual terms and conditions related to the Processing, including cross border data transfer, of Personal Data as Customer may instruct in writing that Customer deems necessary to comply with Data Protection Legislation.

8. **AUDIT**

- 8.1 Subject to Clause 8.2 and to the extent required by applicable Data Protection Legislation, Customer shall have the right to audit Sentient systems, processes, and procedures relevant to the protection of Customer Personal Data.
- 8.2 An audit under this Clause 8 shall be: (i) carried out no more than once in any twelve (12) month period during the Term (unless it needs to be carried out more than once a year to comply with a request from an authority or a legal or regulatory obligation on the part of the Controller; (ii) conducted during Business Hours over the course of one Business Day; (iii) subject to a minimum thirty (30) days' prior written notice; and (iv) in relation to the Customer's Personal Data only. Sentient shall grant to Customer (or representatives of Customer that are not competitors of Sentient) a right of access to Sentient's premises and/or systems during Business Hours for the purpose of such audit, and Sentient shall give such necessary assistance to the conduct of such audits.
- 8.3 Customer shall bear any and all expenses incurred by Sentient in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of Sentient's business. Sentient may require, as a condition of granting such access, that Customer (and representatives of Customer) enter into reasonable confidentiality undertakings with Sentient. The parties will work cooperatively to agree an audit plan, scope and timing in advance of any audit.
- 8.4 If the scope of the audit is addressed in an ISO 27001/27701 or similar audit report performed by a qualified third party auditor within the previous twelve (12) months, and Sentient data protection or other relevant officer certifies in writing there are no known material changes in the controls audited, Customer shall agree to accept those reports in lieu of requesting an audit of the controls covered by the report. Sentient will reasonably cooperate with and assist Customer where a Regulator requires an audit of Sentient's Processing of Customer Personal Data in order to ascertain or monitor Customer's compliance with Data Protection Legislation.

9. **INDEMNITY**

The parties shall indemnify each other (“Indemnified Party”) from and against any and all third party claims, suits, demands and actions and for resulting damages, awards of damages, losses, costs, and expenses (including but not limited to any regulatory fines and reasonable legal and professional fees) incurred by a party that result or arise from any breach by either party of the terms and conditions of this DPA and/or Data Protection Legislation. Such breaching party shall be liable on a comparative basis for the portion of those damages directly attributable to its breach of its obligations and the indemnity shall be subject to the limitations of liability in the MSA. If any third party makes a claim against the Indemnified Party, or notifies an intention to make a claim against the Indemnified Party, the Indemnified Party shall: (i) give written notice of the claim against the Indemnified Party to the indemnifying party as soon as reasonably practicable; (ii) not make any admission of liability in relation to the claim against Indemnified Party without the prior written consent of the indemnifying party; (iii) at the indemnifying party’s request and expense, allow the indemnifying party to conduct the defence of the claim against the Indemnified Party including settlement; and (iv) at the indemnifying party’s expense, co-operate and assist to a reasonable extent with the indemnifying party’s defence of the claim against the Indemnified Party.

10. CHANGES IN DATA PROTECTION LAWS

Sentient may propose variations to this DPA which Sentient reasonably considers to be necessary to address the requirements of any Data Protection Legislation. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified as soon as is reasonably practicable. Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Sentient to comply with Data Protection Legislation.

11. TERM AND TERMINATION

11.1 This DPA will remain in full force and effect so long as:

11.1.1 the MSA remains in effect; or

11.1.2 the Processor retains any of the Customer Personal Data related to the MSA in its possession or control (“Term”).

11.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the MSA in order to protect the Customer Personal Data will remain in full force and effect.

Annex 1

Details of Processing of Customer Personal Data

(a) Subject matter and duration of the Processing of Customer Personal Data

The subject matter is Customer Personal Data and the duration of the Processing of Customer Personal Data is set out in the MSA.

(b) The nature and purpose of the Processing of Customer Personal Data

Sentient will Process Personal Data as necessary to perform the Services pursuant to the MSA and as further instructed by the Customer in its use of the Services.

(c) The types of Personal Data to be Processed

Customer Personal Data relating to the following type of data categories. The types of Personal Data may change from time to time, according to any additional or amended Services to be provided by Sentient.

The data entered into the Scorebuddy platform is at the discretion of the user but would typically include user access account details, attached files from the user environment and basic user information for individuals being assessed.

Should a client choose to enable the Scorebuddy surveys add on module, contact lists of client customers or lists from other sources may be uploaded and stored in the system.

General User

- System ID
- Employee ID
- First name
- Last Name
- Company Email Address

Contact Lists for use with the Surveys Module

- System ID
- First name
- Last Name
- Email Address
- Mobile Number

(d) The categories of Data Subject to whom Customer Personal Data relates

Customer Personal Data relating to the following type of Data Subjects:

- Authorised Users (as defined in the MSA)
- Customer's customers

(e) The obligations and rights of Customer

These are as set out in the MSA and this DPA.



Sentient may provide notice of change to these provisions where an update is required due to changes to services or changes required due to applicable Data Protection Legislation, including the interpretation thereof.

Annex 2

Information for International Transfers

Categories of data subjects whose personal data is transferred

See Annex 1.

Categories of personal data transferred

See Annex 1.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

See Annex 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Data is transferred on a continuous basis during the term of the MSA, unless otherwise specifically agreed elsewhere between Customer and Sentient.

Nature of the processing

Sentient will Process Personal Data as necessary to perform the Services pursuant to the MSA as further instructed by Customer and/or its Affiliates by virtue of using the Services, including storage, organization, structuring, disclosure by transmission, dissemination or making available, and other forms of processing.

Purpose(s) of the data transfer and further processing

The Purpose of the data transfer and processing by Sentient is to provide the Services to Customer and, as applicable, its Affiliates, as further specified in the MSA and other Sentient contracts (if any).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As a Processor, Sentient retains Personal Data it collects or receives from the Customer for the duration of the MSA and consistent with its obligations under applicable law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Sentient uses Sub-processors and will engage Sub-processors solely as necessary to provide the Services to Customer and, as applicable, its Customer Affiliates, and Sub-processors will carry out any processing of personal data only as necessary for such purposes and as further instructed by Customer and/or its Customer Affiliates by virtue of using the Services, including hosting, storage and other forms of processing. Such processing will be no longer than for the duration of the MSA, unless otherwise agreed upon in writing.

For the purposes of the Standard Contractual Clauses:

- Clause 9(a) (Module 2 and 3, as applicable): The parties select Option 2. The time period is 30 days.
- Clause 11(a): The parties do not select the independent dispute resolution option.

- Clause 17: The parties select Option 1. The parties agree that the governing jurisdiction is Ireland.
- Clause 18: The parties agree that the forum is Ireland.
- Annex I(A): The data exporter is Customer (defined above) and the data importer is Sentient (defined above).
- Annex I(B): The parties agree that Annex 1 describes the transfer.
- Annex I(C): The competent supervisory authority is the Irish Data Protection Commission.

For the purpose of localizing the Standard Contractual Clauses:

- United Kingdom
 - For the purposes of transfers of personal data from the UK, the Parties agree to comply with the terms of Part 2: Mandatory Clauses of the Addendum, being the template UK International Data Transfer Addendum B.1.0 issued by the UK Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses. The Parties also agree that the information included in Part 1 of the Addendum shall be as set out above. The parties also agree that the Exporter and Importer may end the Addendum as set out in Section 19 of the Addendum.
 - The parties agree that the Standard Contractual Clauses are deemed amended to the extent necessary that they operate for transfers from the United Kingdom to a Third Country and provide appropriate safeguards for transfers according to Article 46 of the United Kingdom General Data Protection Regulation ("*UK GDPR*"). Such amendments include changing references to the GDPR to the UK GDPR and changing references to EU Member States to the United Kingdom.
 - Clause 17: The parties agree that the governing jurisdiction is the United Kingdom.
 - Clause 18: The parties agree that the forum is the courts of England and Wales. The parties agree that Data Subjects may bring legal proceedings against either party in the courts of any country in the United Kingdom.