

TERMS OF BUSINESS

1. Fees: The fees are not inclusive of VAT/GST, sales tax or other similar taxes, which will be billed to you only if they are applicable. Should withholding tax apply, you will be responsible for remitting all applicable withholding tax to the relevant tax authorities without deduction from the fees billed to you. The fees are not inclusive of any travel expenses that may be required. If such travel is necessary, we will inform you in advance before incurring such costs. Any travel expenses so incurred, will be billed to you at cost in addition to the fees.

2. Confidentiality and Privacy: The parties recognize that in the course of the Project, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorized party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain (through no fault of the recipient), or (ii) developed independently by the recipient (without reliance on such information).

3. Warranties and Limitations of Liability: Each party warrants that: (i) it is the owner or licensee of all intellectual property rights in any material it supplies to the other hereunder and that it is legally entitled so to provide it and to grant any rights in any material it purports to grant the other under this Agreement; and (ii) it has full right, power and authority to enter into and perform its obligations under this Agreement. Except as provided for herein, Signal Noise gives no warranties in respect of the Deliverables or any aspect of the project, and to the fullest extent possible under the laws governing this agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Other than to the extent resulting from such party's gross negligence, fraud or willful misconduct or as otherwise required as a matter of law: (i) neither party nor its affiliates will be liable for any indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the use of (or failure to use) or reliance on the Deliverables or other aspect of the project or in connection with this agreement; and (ii) the maximum aggregate liability of either party for any claim in any way connected therewith or this agreement whether in contract, tort or otherwise (including any negligent act or omission) will be limited to the amount paid by you to us under this agreement in the preceding twelve- month period. Except to the extent attributable to Signal Noise's or its affiliates' gross negligence, fraud or willful misconduct, neither Signal Noise nor its affiliates can accept any responsibility or liability for reliance by you (or any person) on the Deliverables and/or any information provided in relation to the project or under this agreement.

4. Intellectual Property: You may make use of the Deliverables as described in the Agreement and acknowledge that Signal Noise may use open source software in the Deliverables (in its discretion). Other than any Client materials included in the Deliverables, all intellectual property rights in and to the Deliverables will be owned exclusively by Signal Noise. Signal Noise grants to you a perpetual, non-transferable, non-exclusive, worldwide, royalty-free license to use the Deliverables. Other than as provided for herein, nothing in this agreement will be deemed to vest in either party any intellectual property rights of the other party or its affiliates.

5. Adjustments to Deliverables: We will produce the Deliverables in a professional and workmanlike manner. Subject to the terms of the Agreement, you may request reasonable amendment to the Deliverables that are within the scope of the Project (as described in Schedule A). Any additional requests may require an adjustment to the time, resource requirements, and fees for the Project. In such case, if a change to fees is required, it will be subject to prior agreement of the parties before any work is started and any amount is billed to you.

6. Miscellaneous: The parties acknowledge and agree that: (i) nothing in this Agreement will imply any partnership, agency or joint venture relationship between the parties; (ii) for the purposes of this agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party; (iii) the provisions of this Agreement in so far as they have not been performed will remain in full force and effect notwithstanding completion of the project; (iv) the term of this Agreement will be from execution thereof until completion of the Project and any obligations associated therewith; (v) except as expressly set out in this Agreement, no other rights or privileges are offered or implied in connection with the Project; (vi) the parties will bear their own costs and expenses relating to the Project, except as expressly set out in this Agreement; (vii) neither time for payment nor delivery of the Project will be of the essence of the Agreement; (viii) nothing in this Agreement will prevent or restrict either party from providing or receiving services to/from any third party, including but not limited to services similar to those outlined in this Agreement; (ix) each party will and will use all reasonable endeavours to procure that any necessary third-party will execute such documents and perform such acts or do such things as may reasonably be required for the purpose of giving full effect to this Agreement; (x) this agreement constitutes the entire agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties, with respect to the subject matter hereof; (xi) no modification of this agreement will be effective unless set forth in writing signed by both parties; (xii) no waiver of any provision of this agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion; (xiii) in the event of a conflict between this Agreement and any other terms, this Agreement will prevail; should you issue a purchase order or any other document relating to this agreement, whether before or after the date of this letter, you agree the terms of that document will not supersede, amend or form part of this Agreement; (xiv) this Agreement will be governed and construed in accordance with the laws of England and Wales and the parties will submit to the jurisdiction of the courts of England; and (xv) Signal Noise may reflect in its marketing materials solely that it is a provider of services to you.

7. General Data Protection Regulation (GDPR): The parties acknowledge that each will be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. More specifically, the parties acknowledge they are each a Data Controller for the purposes of customer data that may be captured or exchanged under the Agreement and a Data Processor for purposes of fulfilling their other obligations under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require. Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.

The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 1 and 2 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:

- (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
- (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
- (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;

- (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
- (v) it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
- (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
- (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
- (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;
- (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.