

MASTER SUBSCRIPTION AGREEMENT

THIS Master Subscription Agreement ("**MSA**"), effective as of ("Effective Date"), is by and between TDS (TIME DATA SECURITY) LIMITED ("**TDS**") a company incorporated in the Republic of Ireland with registered number 166765, having its registered office at Clonsaugh Business and Technology Park, Dublin, D17 KV 84, Ireland; and CUSTOMER LEGAL NAME (the "**Customer**") with registered number XXXXXXXX, having its registered office at REGISTERED ADDRESS.

WHEREAS TDS provide the Software Services, and Goods capable of being used in conjunction with the Service, the Customer wishes to purchase a license to access the Software as outlined in the Proposal and/or purchase Goods as outlined in the Proposal. The business relationship and responsibilities of both parties related thereto are outlined in this MSA and appended schedules. The parties hereby agree as follows:

1. Customer Obligations.

1.1. The Customer shall: (i) be responsible for the accuracy, quality, and legality of all Personal Data and ensure that Personal Data does not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise be unlawful; (ii) not attempt, at any time, to circumvent system security or access the source code or compiled code of the Software; (iii) use the Software Services in accordance with all applicable laws; (iv) not knowingly interfere with the Software Services; (v) assign Authorised Support Users where relevant; (vi) be liable for any acts and omissions of all its officers, directors, employees, agents, attorneys, Authorised Users, Authorised Support Users and its Affiliates relating to this Agreement; (vii) comply with any additional or miscellaneous obligations as set out in this Agreement; (viii) give TDS full access to the Customer's network, the Sites and Goods to enable TDS to provide the Support Services and any other information or facilities reasonable for the performance of the Services.

1.2. The Software Services are provided solely for the Customer's, and its Affiliates', internal business purposes. The Customer may only permit Authorised Users and Authorised Support Users access to the Software Services and is wholly responsible for those representatives' use of the Services and compliance with this Agreement.

2. Payment Terms.

2.1. Fees. The Customer will pay all applicable Fees arising under this Agreement and in accordance with this Clause 2. Except as otherwise specified or agreed between the parties in writing: (i) Fees are based on Service and scope of Service purchased and not actual usage, except where additional fees apply in relation to increased number of Records in accordance with Clause 2.6, (ii) subject to Clause 7.4 (b), 10.2 (iii), 12.4, all Fees arising under all Order Forms are restricted from being cancelled and Fees paid to TDS are non-refundable, and (iii) quantities and scope of Software Services purchased cannot be decreased for the duration of the relevant Order Form. Use of the Software Services and Goods supplied to the Customer is subject to the payment of Fees.

2.2. Invoicing & Payment. The Customer shall provide TDS with a valid purchase order and will make payment of each invoice issued by TDS in accordance with the Order Form within thirty (30) days from the date of the invoice. All Fees are quoted and payable by the Customer in the currency set out in the Proposal. The Customer shall provide complete and accurate billing and contact information to facilitate receipt of invoices.

2.3. Overdue Payments. Any payment not received from the Customer within seven (7) days following its due date in accordance with Clause 2.2 (except for Fees being disputed in good faith) shall: (a) accrue interest on a daily basis from the original due date until paid in full at the rate of four percent (4%) above the then current base lending rate of the Allied Irish Banks and/or (b) entitle TDS to enforce future renewals and Order Forms on payment terms shorter than those specified in this Agreement. The Customer must pay the interest together with the overdue amount.

2.4. Software Services Suspension. TDS reserves the right to suspend access to the Software Services upon thirty (30) days' written notice, until undisputed overdue amounts which are outstanding longer than thirty (30) days, have been paid in full.

2.5. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). The Customer is responsible for paying all Taxes associated with its purchase and use of the Software Services. If TDS have a legal obligation to pay or collect Taxes for which the Customer is properly liable under this Agreement, TDS shall invoice the Customer and the Customer will

pay that amount unless it provides a valid tax exemption certificate authorised by the appropriate taxing authority.

2.6. Usage Verification. From time to time, TDS may validate the number of Records on its servers. As part of this validation TDS may request the Customer to confirm and report on the total number of Records and the Customer shall comply with this request promptly on receipt. If the number of Records exceeds the number of Records designated in the Proposal, TDS shall invoice the Customer immediately for the additional Records based on the then current TDS pricing.

3. Services Usage.

3.1. Services Provision. TDS shall during the Term supply the Services pursuant to this Agreement, in consideration for the Fees and shall use reasonable endeavours to meet any service levels set out in the SLA.

3.2. The Customer shall comply with this Agreement.

4. Intellectual Property & Licenses.

4.1. Ownership and Reservation of Rights. TDS and its licensors own and retain all right, title and interest in and to the Software and Documentation, and any and all related Intellectual Property Rights that may be provided or otherwise under this Agreement. No rights are granted to the Customer hereunder other than as expressly set forth herein and proprietary information exchanges under this Agreement shall be treated as such by the Customer.

4.2. License to use. TDS hereby grants the Customer a non-transferable, non-exclusive, royalty-free, irrevocable during the Term, license to use the Software Services, solely for the internal business purposes of the Customer and its Affiliates during the Term, in accordance with the terms and conditions of this Agreement and provided that any use of the Software Services by the Customer's Affiliates is restricted to the same environment as the Customer. Should an Affiliate require additional environments or integrations, a separate Order Form or agreement would be required. The Customer is, and will at all times remain, responsible for all acts and omissions of its Affiliates who benefit from the licence granted in the first sentence of this clause as if those acts and omissions were performed by the Customer.

4.3. License Restrictions. The Customer shall not (i) decompose, disassemble, decode, modify, translate or otherwise reverse engineer any portion of the Software Services or Documentation provided under this Agreement; (ii) license, sublicense, sell, resell, rent, lease, transfer, transmit, assign, distribute, time share, offer in a service bureau, or otherwise make the Software Services or Documentation available to any third party, other than to its Affiliates or Authorised Users as permitted herein; (iii) access the Software Services or Documentation in order to build any commercially available product or service; (iv) remove, delete or modify any copyright notices or any other propriety notices or legends on, in or from the Software Services and Documentation; (v) use the Software Services in any manner that could damage, disable, overburden or impair the Software Services, TDS servers or other services; (vi) reproduce any features, functions, integrations, interfaces or graphics of the Software Services or Documentation except for the purposes of internal training, backup and security; or (vii) use the Software Services and Documentation in any manner not authorised by this Agreement.

4.4. New Releases. TDS shall supply the Customer with Updates and, upon request, Upgrades of the Software Services when such Upgrades and/or Updates become available for distribution. In order to continue use of the Software Services, Customer must maintain a version of the Software no older than N-2 (where N=current supported version of the Software for the purpose of this definition).

5. Data Protection.

5.1. Data Ownership. Personal Data may be Processed for the purpose of providing the Software Services and/or the Support Services to the Customer. The Customer owns all Personal Data that is entered or loaded onto the Services by it. For the avoidance of doubt, the Customer is the Data Controller and TDS is the Data Processor in relation to Personal Data which is Processed under the Agreement. All Data Processing shall be subject to Schedule 1 of this Agreement.

5.2. Aggregated Data Use. TDS may retain, analyse, use and share non-personal information collected by the Software Services in anonymous, pseudonymous, filtered, or aggregate form for general business purposes. Such information may include, without limitation, the number of Records held in the Software Services, the number and types of transactions, configurations, reports processed in the Software Services and the performance results for the Software Services (the "Aggregated Data"). Nothing herein shall be interpreted as prohibiting TDS from utilising the Aggregated Data for the purposes of operating the TDS business, provided such use shall not reveal the identity, whether directly or indirectly, of the Data Subject or any specific data entered by the Customer or any individual into the Software Services.

6. Systems Integrations and Customer Default

6.1. For the duration of the Term, the Customer shall: (i) be responsible, at its sole cost and expense, for procuring and maintaining any necessary rights, licenses and consents required for the successful operation of each System; (ii) employ appropriately qualified and trained personnel who have expert knowledge of each of the Systems; and (iii) ensure those personnel are made available to TDS to ensure effective integration of the Software Services with such Systems.

6.2. Prior to TDS performing an Integration, the Customer shall provide TDS with complete and accurate information regarding what version of a System is in use and any other relevant information deemed necessary for TDS to be able to perform an Integration. TDS supports only the version of a System to which the Customer has dictated is in use at the time of Integration.

6.3. Where the Customer implements upgrades to a System, prior to, during, or after the Integrations, the Customer shall be liable for any and all charges for TDS to support such new version at TDS then current pricing and such support shall be provided at the discretion of TDS.

6.4. If TDS's performance of any of its obligations under this MSA is delayed or prevented by a Customer Default then, without limiting any of TDS's other rights or remedies:

- 6.4.1. TDS will be allowed an extension of time to perform its obligations and to meet any milestone equal to the period of delay;
- 6.4.2. TDS is not responsible or liable for any delay or inability to provide the Services or perform any other obligation under this Agreement (or a subsequent obligation which depends on that obligation);
- 6.4.3. TDS is not responsible or liable for any loss, damage, liability, cost or expense (including any legal cost and expense) the Customer or any other person sustains or incurs that arise, directly or indirectly, from TDS' failure or delay to perform its obligations; and
- 6.4.4. the Customer must reimburse TDS, on demand, on a time and materials basis for any costs, loss, damage, liability or expense (including any legal cost and expense) TDS sustains or incurs arising directly or indirectly from the Customer Default (including any outstanding invoices and any costs associated with downtime, additional labour and re-scheduling of resources TDS incurs).

7. Representations & Warranties.

7.1. Mutual Representations & Warranties. Each party represents that it has validly entered this Agreement. Each party warrants that it has the authority to enter this Agreement and, in connection with its performance of this Agreement, shall comply with all applicable laws.

7.2. TDS Warranties. In addition to Clause 7.1, TDS warrant that: (i) the Software Services shall perform materially in accordance with the Documentation during the Term; (iii) the functionality of the Software Services will not be materially decreased during the Term; (iii) it shall, throughout the Term, continue to have necessary rights, licenses and consents to enable it to provide the Software Services in

accordance with the terms of this Agreement; and (iv) the Services will be delivered with reasonable skill, care and diligence and in accordance with industry best practice.

7.3. Customer Warranties. In addition to Clause 7.1, where the Customer requires TDS to perform Integrations with any Systems, the Customer warrants that each System has been installed and is operating in accordance with that System's recommendations.

7.4. Remedies. The Customer's exclusive remedy and the sole liability of TDS for breach of warranties set forth in Clause 7.2 are as follows: (a) TDS shall at its own costs, promptly remedy any defects, taking all such reasonable remedial action as is reasonably necessary; or (b) in the event TDS is unable to correct such defects after commercially reasonable endeavours, the Customer shall be entitled to obtain a refund of all prepaid Fees relating to the specific non-conforming component of the Software Services from the date TDS received the notice referred to in the next sentence. The Customer must promptly notify TDS in writing of such defects no later than thirty (30) days of the first date the defect is identified by the Customer.

7.5. Disclaimer. Except as expressly provided herein and to the maximum extent permitted by applicable law, TDS makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, or fitness for a particular purpose with respect to the Software Services and/or related Documentation. TDS does not warrant that the Software Services will be uninterrupted or error free. The warranties provided herein are the sole and exclusive warranties provided to the Customer in connection with the Software Services.

8. Confidentiality.

8.1. Confidentiality Obligations. Each party shall: (i) treat as confidential all Confidential Information of the other party supplied under this Agreement; (ii) not divulge any such Confidential Information to any person except to its own employees or agents (on a need to know basis); and (iii) ensure that its employees and agents are aware of, and comply with, the provisions of this Clause 8.

8.2. Compelled Disclosure. The obligations of confidentiality imposed in Clause 8.1 shall not apply to any Confidential Information which the receiving party is required to disclose by law or by any government or other regulatory authority or by an order of a court of competent jurisdiction.

8.3. Protection. Each party agrees to secure and protect the Confidential Information of the other party in a manner consistent with the maintenance of each parties' rights herein, using at least as great a degree of care as each party uses to maintain the confidentiality of its own Confidential Information, but in no event using less than using reasonable skill and care in accordance with good practice.

8.4. Breach. Each party shall promptly notify the other on becoming aware of a breach of this Clause 8 and shall give the other all reasonable assistance in remedying the breach or in connection with any proceedings instituted against any third party.

9. Anti-bribery and Anti-Corruption.

9.1. Applicable Laws. Each party shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption.

9.2. Bribery Offences. Each party warrants that it has never committed an offence under any applicable laws, codes or sanctions relating to anti-bribery and anti-corruption (a "Bribery Offence") or engaged in any conduct, whether by act or omission, which would have constituted a Bribery Offence under applicable laws.

9.3. Obligations. Each party agrees that in respect of all matters connected with or arising out of the Services and this Agreement, it: (a) shall not, and will procure that its Affiliates, employees, sub-contractors and agents will not, commit any Bribery Offence or engage in any conduct that would constitute a Bribery Offence (including foreign bribery conduct); (b) will take all reasonable steps and exercised all due diligence to avoid the commission of a Bribery Offence; and (c) it shall not do or permit anything to be done through act or omission which would cause the other party, any employee, sub-contractor or agent of that party or any Customer Affiliate to incur any liability under the Criminal Justice (Corruption Offences) Act 2018 or any other applicable legislation which prohibits any form of bribery including, but not limited to, any legislation intended to implement the UN Convention Against Corruption.

9.4. Gifts. Neither party shall offer nor give or agree to give any employee or agent of the other party nor any of its Affiliates, any gift

or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement for the other party or its Affiliates.

9.5. Breach and Offences. Each party will notify the other immediately if it becomes aware, or has reason to believe, that: (a) it has breached any of its obligations arising out of this Clause 9; or (b) any person or party directly or indirectly connected with the Services and/or this Agreement has committed any Bribery Offence, engaged in any foreign bribery conduct or made, given, procured, received, or obtained any bribe (or attempted to do so).

10. Indemnities.

10.1. TDS Indemnities. TDS shall indemnify the Customer its Affiliates who benefit from the licence to use the Software Services provided for in this MSA against: any claim, demand, suit or proceeding made or brought against the Customer arising out of or in connection with a third-party claim ("**Claim**") alleging that the Service provided in accordance with this Agreement infringes a third-party: (a) copyright; (b) U.S. or EU patent issued as of the Effective Date, or (c) trademark; provided the Customer: (1) promptly gives written notice of the Claim to TDS; (2) gives TDS sole control of the defence and settlement of the Claim; (3) provides to TDS all available information and assistance; and (4) has not compromised or settled such Claim and will not compromise or settle the Claim without TDS's prior written consent. TDS shall have no indemnification obligation for any Claim arising from the event of: (i) modification or alteration of the Software Services by the Customer (including by Authorised Users, Authorised Support Users, Affiliates or any other representative of the Customer) in conflict with the Customer's obligations or as a result of any prohibited activity as set forth herein; (ii) use of the Software Services in a manner inconsistent with the Agreement and/or Documentation; (iii) use of the Software Services in combination with any other product or service not provided by TDS or those which TDS has not explicitly agreed to integrate the Software Services; or (iv) use of the Software Services in a manner not otherwise contemplated by this Agreement.

10.2. Customer Remedies. Notwithstanding the foregoing, in the event the Software Services is likely to or does become the subject of a Claim, TDS shall have the right at its sole discretion, option and expense to: (i) modify the Software Services to be non-infringing while preserving substantially equivalent functionality; or (ii) obtain a license for the Customer to continue use of the Software Services in accordance with this Agreement; or (iii) terminate this Agreement or the relevant Services (in each case, in whole or in part) and refund to the Customer a pro rata portion of the prepaid Fees for the remainder of the Term beyond the effective date of termination. This Clause 10 states TDS sole obligation and the Customer's exclusive remedy with respect to any Claim.

10.3. Customer Indemnities. The Customer shall indemnify and TDS, its licensors and its subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against: (i) any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) which arises from or is incurred by reason of any loss, damage or distress to the claimant as a result of any breach of applicable law, statutes or regulations by the Customer provided in any such case that TDS: (a) gives written notice of the claim promptly to the Customer; (b) gives the Customer sole control of the defence and settlement of the claim (provided that the Customer may not settle any claim unless such settlement releases TDS of all liability and such settlement does not affect TDS business or the Software Services); (c) provides to the Customer all available information and assistance; and (d) has not compromised or settled such claim and will not compromise or settle the Claim without the Customer's prior written consent.

11. Limitation of Liability.

11.1. Limitation of Liability. Subject to the provisions of Clause 11.2, neither party's aggregate liability arising out of or related to this Agreement will exceed the annual subscription fees paid or payable by the Customer hereunder in relation to the Service during the twelve (12) months preceding the incident. For a claim arising before the first twelve (12) month period has concluded, aggregate liability is the amount that was due to be paid for the first twelve (12) month period. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability, even if the party has been

advised of the possibility of such damages. However, the above limitations will not limit the Customer's payment obligations.

11.2. Exclusion of Damages. In no event, will either party have any liability to the other for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, cost or procurement of substitute service, loss of use or corruption of software, data or information, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

11.3. Nothing in this Clause 11 shall limit or exclude either party's liability in respect of: (i) personal injury or death caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability to the extent it may not be limited or excluded by law.

12. Term & Termination.

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues for an initial term of three (3) years ("**Initial Term**") unless and/or until terminated earlier in accordance with this Agreement. The Agreement will automatically renew for successive one (1) year periods unless either party provides ninety (90) days' notice of its intention not to renew (each a "**Renewal Term**") before the end of the Initial Term or Renewal Term then in effect. The Initial Term and Renewal Term shall collectively be known as the ("**Term**"). Notwithstanding the foregoing, the Term will continue for as long as the Customer continues to use the Services and the provision of this Agreement shall apply.

12.2. Termination. Either party may terminate this Agreement: (i) immediately in the event the other party suffers an Insolvency Event; or (ii) either party is in material breach of Schedule 1 which, in the case of a breach capable of remedy, shall not have been remedied within thirty (30) days from the date of notice from the terminating party identifying the breach and requiring its remedy; or (iii) in the event that one party commits a material breach or commits persistent or repeated breaches of its obligations under the Agreement, provided both parties mutually agree to discuss appropriate resolution or remedy of such breach prior to such notice of termination. If no such resolution can be reached after a reasonable time, either party may issue thirty (30) days' written notice to the other of its intention to terminate.

12.3. Cessation of Similar Services. TDS shall have the right to terminate the Agreement (in whole or in part) and by extension, the Support Services (in whole or in part) by providing ninety (90) days' written notice where TDS no longer generally provides the specific Services previously offered. TDS shall provide Support Services in respect of N-2 only (where N=current supported version of the Software for the purpose of this definition). In order to continue receiving Support Services, Customer shall upgrade the Software in accordance with Clause 4.4.

12.4. Refund of Payment upon Termination. If this Agreement is terminated by the Customer in accordance with Clause 12.2, TDS will refund the Customer any prepaid Fees covering the remainder of the Term after the effective date of termination. In no event, will termination relieve the Customer of its obligation to pay any Fees outstanding for the period prior to the effective date of termination. Upon termination for cause by TDS, Customer shall pay TDS fair and reasonable compensation for any work in progress or completed at the time of termination.

12.5. Effect of Termination. Forthwith upon termination of this Agreement, the Customer (and its Affiliates) shall discontinue all use of the Services as of the date of such termination and return to TDS all copies of the Documentation. In addition, both parties shall return to the other and any other Confidential Information belonging to the other party.

12.6. Migration Assistance. If the Customer requires TDS assistance in migrating from the Services, then the parties will, commencing ninety (90) days before the effective date of termination, jointly develop a plan ("**Migration Plan**"), to effect the orderly transition to the Customer (or its designee) from TDS of the Personal Data. This Migration Plan will include the extraction of the Personal Data in a format to be agreed between the parties. Such Migration Plan will set forth the tasks and actions to be performed by both parties, the time for completing such tasks and actions, and the criteria for declaring the transition completed. The parties will cooperate in good faith to execute such Migration Plan and each party will perform those tasks and actions assigned to it in such Migration Plan. The charge for the Migration Assistance will be quoted and provided at

TDS then current professional services rates and will require a separate agreement.

13. Supply of Goods.

13.1. If the Goods are manufactured by TDS at the Customer's request then TDS warrants that such Goods shall at the time of delivery conform in all respects with any specification and/or patterns supplied or advised by the Customer to TDS. If the Goods are manufactured by a third party then to the extent that the benefit of any warranties provided by the manufacturer of the Goods can be assigned or passed through to the Customer then TDS shall use reasonable endeavours to ensure that assign or pass through such warranties to the Customer.

13.2. Unless otherwise specified by the Customer, the Goods shall be delivered to the Customer's premises or such other location as may be agreed between the parties. Risk in and title to the Goods shall pass to the Customer upon receipt of payment in full in respect of such Goods.

13.3. The Customer shall have ten (10) Business Days to inspect the Goods following delivery. After such period, the Customer will be deemed to have accepted such Goods.

13.4. If any Goods are not supplied in accordance with, or TDS fails to comply with, any of the terms of this Agreement, TDS may at its discretion: (a) accept return of the Goods (in whole or in part) to TDS; or (b) remedy any defect in the Goods; or (c) to supply replacement goods of equal or better functionality.. To the maximum extent allowed by law, the remedies in this Clause 13.3 shall be the Customer's sole and exclusive remedy in respect of any Goods not supplied in accordance with, or TDS fails to comply with, any of the terms of this Agreement including any failure to comply with the warranty set out in Clause 13.1 where the Goods are manufactured by TDS.

13.5. TDS shall not be responsible for the installation of any Goods, unless otherwise agreed in writing between the parties.

13.6. No Support Fees shall be payable in respect of the Goods during the Warranty Period.

14. General Provisions.

14.1. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, either oral or in writing, concerning its subject matter. Upon mutual execution of the parties, each Order Form shall be incorporated into and form a part of this MSA. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. The parties agree that any term or condition stated in the Customer's purchase order which is contrary to this Agreement, is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order Form, (2) this Master Subscription Agreement, (3) the SOW (if not part of the Order Form), (4) the SLA and (5) the Documentation. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

14.2. Insurance. TDS shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement: (i) a public liability insurance policy with a limit of at least €6.5 million per claim; (ii) a professional indemnity insurance policy with a limit of at least €6.5 million per claim; and (iii) employer's liability insurance with a limit of at least €13 million per claim. TDS shall exhibit evidence to the Customer that such insurances are being maintained whenever reasonably requested by the Customer.

14.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties. The Customer grants TDS the right to use the Customer's name and logo in communications solely to identify the Customer as a TDS client.

14.4. Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing (which may include email) and shall be deemed to have been given upon: (i) personal delivery, (ii) the third Business Day after mailing, or

(iii) the second Business Day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the Customer's signatory of this Agreement and the Customer's Legal Department. Notices to TDS shall be addressed to Legal Department and TDS COO, in each case at the party's registered office address or such other address as may have been notified in accordance with this Clause 14.4.

14.5. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due Fees are paid in full. The Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, to a third-party service provider of the Customer.

14.6. Force Majeure. Notwithstanding any other provision of this Agreement, and except for payment obligations, neither party shall be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent performance is delayed or prevented due to a cause or causes that are beyond that party's reasonable control and occurring without that party's fault or negligence (each a "**Force Majeure Event**"), including, but not limited to, acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, sabotage (including network intrusions, hacking and denial of service attacks), vandalism, strikes, or other labour problems (other than those involving TDS or Customer employees, respectively), computer attacks or malicious acts. Any delay or failure of that kind will not be deemed to be a breach of this Agreement by the defaulting party, and the time for the defaulting party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances. Notwithstanding the foregoing, if the Force Majeure Event continues for a period of thirty (30) days or more, the party not experiencing the Force Majeure Event may terminate this Agreement upon fifteen (15) days' written notice to the other.

14.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.8. Severability. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.9. Subcontractors. In performing the Software Services, TDS may elect to subcontract elements of the work to a subcontractor. TDS shall remain responsible for the performance, obligations and acts of such subcontractors to the same extent as if such performance, obligations, and acts were of TDS's employees.

14.10. Surviving Provisions. Any provisions of this Agreement expressly or impliedly intended to have effect after its termination or expiration shall survive any termination or expiration including the following provisions: (1) Clause 4 (Intellectual Property and Licenses); (2) Clause 5 and Schedule 1 (Data Protection and Processing); (3) Clause 8 (Confidentiality); (4) Clause 10 (Indemnities); (5) Clause 11 (Limitation of Liability); (6) Clauses 12.4 – 12.5 (consequences of termination); and Clause 14 (General Provisions).

14.11. Governing Law. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Ireland. Both parties hereby submit to the exclusive jurisdiction of the Irish courts.

14.12. Interpretation. In this Agreement, the following rules of interpretation apply unless the contrary intention appears: (a) headings are for convenience only and do not affect the interpretation of this Agreement; (b) the singular includes the plural and vice versa; (c) words that are gender neutral or gender specific include each gender; (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meaning.

14.13. Third Party Beneficiaries. This MSA includes certain rights, benefits and remedies (together, the "Beneficiary Rights") for TDS' licensors, subsidiaries, affiliates, officers, directors, employees, attorneys and agents (together, the "Third Party Beneficiaries"). In respect of the Beneficiary Rights: (i) TDS enters into this MSA on its

behalf and as agent for the Third Party Beneficiaries; and (ii) TDS shall be entitled to enforce and/or pursue any claim for and on behalf of any Third Party Beneficiary ("Beneficiary Claim"). If for any reason TDS is unable to enforce and/or pursue a Beneficiary Claim then for the purposes of this MSA all losses, liabilities, damages, costs, claims, charges and/or expenses ("Losses") of the applicable Third Party Beneficiary shall be treated as Losses of TDS and shall be recoverable by TDS as if such Losses were its own. TDS and the Customer may amend, terminate or rescind this MSA (subject to its terms) without the consent of any Third Party Beneficiary.

15. Definitions.

"Affiliate" means any entity that directly controls, or is controlled by, or is under common control of either party ("control" shall have the meaning of ownership of over fifty (50%) of the shares or voting rights in the entity).

"Agreement" means this Master Subscription Agreement including the Schedules hereto (as may be updated from time to time) as well as the SLA and any Order Form(s).

"Applications" means the computer software program(s) in executable code or any separate part thereof, any source code, and the supporting documentation of such software to be provided by TDS to the Customer under this Agreement (as designated in the Proposal) - including but not limited to: TDS Visitor Management; Access Control; Student Attendance; and/or Time and Attendance systems for which a license to use may be purchased by the Customer under this Agreement.

"Authorised Support User" means a Customer employee who is permitted to contact TDS in relation to support requests and who has been trained on the TDS Applications for which they initiate support requests, through the Helpdesk in accordance with the SLA.

"Authorised User" means a Customer employee - or related third party that is providing services solely for the internal business purposes of the Customer - permitted to use or access the Applications under this Agreement.

"Business Day" means any day other than a Saturday, Sunday or public holiday in Ireland.

"Confidential Information" means (i) any information that relates to the business affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, staff and suppliers of the disclosing party, together with all information derived by the receiving party from any such information; (ii) the terms and conditions of this Agreement (iii) any Software used in the provision of the Software Services and its respective source code; (iv) Personal Data; (v) each party's commercial or technical information, including but not limited to the Documentation, the SLA, training materials, Software plans, designs, costs, prices, finances, marketing plans, personnel, research, development or know-how; and (vi) any other information that is designated by the disclosing party as **"proprietary"**, **"confidential"** or **"sensitive"** or the receiving party knows or should reasonably know is proprietary, confidential or sensitive. A party's Confidential Information shall not be deemed to include information which: (a) is in the public domain at the time it was disclosed (b) is given to the recipient by a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; (c) was already known (or had been independently generated) by the recipient prior to its receipt or disclosure; or (d) is approved for release in writing by an authorised representative of the disclosing party.

"Customer Default" means:

- a) any act or omission by the Customer or by the Customer's staff, consultants, representatives, subcontractors or agents which negatively impact TDS's ability to comply with its obligations under this Agreement; or
- b) any delay or failure by the Customer to perform any of the Customer Responsibilities.

"Customer Responsibilities" means the activities of the Customer on which the provision of the Services is dependent or otherwise

connected, including those set out in Schedule 2 of this Agreement and the Order Form.

"Data Protection Laws" means (a) all applicable privacy and data protection laws, including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), the Data Protection Acts 1988 - 2018, and the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, and any implementing, derivative or related legislation, rule, regulation and binding regulatory guidance, in each case as such legislation is amended, revised or replaced from time to time, and (b) to the extent applicable, the data protection or privacy laws of any other relevant country to be confirmed by the Customer.

"Data Subject", **"Data Processor"**, **"Data Controller"**, **"Personal Data"** and **"Processing"** shall have the same meanings as are assigned to those terms in the Data Protection Laws.

"Documentation" means, collectively: (i) all materials published and made available to the Customer by TDS that relate to the functional and/or operational capabilities of the Software; (ii) all user, operator, system administration, technical, support and other manuals and all other materials published and otherwise made available by TDS to the Customer that describe the functional and/or operational capabilities of the Software (including user manuals, training manuals, guides, release notes and other materials for use in conjunction with the Software), which may be updated from time to time.

"Fees" means all applicable fees arising under this Agreement in respect of the Services and Goods provided by TDS to the Customer including but not limited to annual subscription fees, Support Fees and any professional fees arising.

"Goods" means any products (including hardware) to be supplied by TDS to the Customer, as specified in the Order Form.

"Insolvency Event" means if a party summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 570 of the Companies Act 2014, has a receiver, manager, administrative receiver or examiner appointed over any of its assets, undertakings or incomes, has passed a resolution for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other party), is subject to a petition presented to any court for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other party), has a provisional liquidator appointed or has any other analogous insolvency proceedings initiated against it whether in Ireland or any other jurisdiction.

"Integration" means where TDS integrate the Software Services with a System.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Order Form" means a document setting out the Services and/or Goods to be provided by TDS to the Customer and includes any Proposal(s), invoice(s), binding quote, statement(s) of work or other ordering document executed with Customer.

"Persons" means including but not limited to employees, non-employees, contractors, casual workers, or agents of the Customer and/or its Affiliates licensed to use the Applications during the Term.

"Proposal" means the commercial proposal including applicable pricing documents provided by TDS in respect of the Services and Goods to be provided pursuant to this Agreement.

"Records" means records of Persons and/or Sites and/or Goods or any other entity that may be used in licensing the Applications which may be processed, recorded, maintained, managed in any way by the Software Services during the Term. The number of permitted Records shall be as set forth in the applicable Order Form.

"Services" means the services to be delivered by TDS under this Agreement including the Software Services and the Support Services, and Services means any of the Services (or any part of them).

"Sites" means the Customer specific physical buildings or individual entrances within a physical building, which are licensed to use the Applications during the Term.

"SLA" means the TDS Service Level Agreement, as may be updated from time to time can be found at <https://acresecurity.com/legal?brands=TDS>. The relevant SLA shall be referenced in the commercials for each Order Form.

"Software Services" means the Applications provided to the Customer during the Term as designated in the Order Form which for the avoidance of doubt shall be hosted by TDS and **"Software"** shall be construed accordingly.

"Support Fees" means the annual fees arising in respect of the Support Services, which shall be invoiced annually by TDS. TDS may, at its discretion, increase the Support Fees: (i) in line with any increase to the Consumer Price Index in the preceding twelve (12) month period; or (ii) by four percent (4%) of the total value of the Support Fees in the previous Year, whichever is greater.

"Support Services" means the maintenance and support services provided in respect of the Software Services and Goods during the Term as set out in the SLA.

"System" means a system provided by a third-party that the Customer uses in the course of their business operations which TDS may agree to integrate the Software Services with.

"Update" means updates of the Software which are designed primarily to remedy defects or correct bugs (or problems) which affect the performance of the Software Services and are provided at no additional cost to the Customer.

"Upgrade" means a new version of the Software which extends functionality, incorporates enhancements and improvements in performance and reliability. Upgrades shall be provided at TDS then current pricing. TDS shall provide Support Services in respect of N-2 only (where N=current version for the purpose of this definition).

"Warranty Period" means the twelve (12) month period from delivery of the Goods to the Customer's premises.

"Year" shall mean each twelve (12) month period of the Term, beginning on the Effective Date.

AS WITNESS the hands of the parties hereto on the date first before written:

SIGNED on behalf of **TDS (TIME DATA SECURITY) LIMITED**

Name: _____

Position: _____

Signature: _____

Date: _____

SIGNED on behalf of **THE CUSTOMER**

Name: _____

Position: _____

Signature: _____

Date: _____

SCHEDULE 1 - DATA PROCESSING SCHEDULE

1. APPLICATION.

- 1.1. In accordance with Clause 5 of the Agreement, where Personal Data is Processed for the purpose of providing the Software Services and/or the Support Services under this Agreement, this Schedule 1 shall apply.
- 1.2. This Data Processing Schedule shall apply to: (a) all Personal Data sent from the Effective Date by the Data Controller to the Data Processor for Processing; (b) all Personal Data accessed by the Data Processor on the authority of the Data Controller for Processing from the Effective Date; and (c) all Personal Data otherwise received by the Data Processor for Processing on the Data Controller's behalf; in relation to the Software Services and/or Support Services.

2. DATA PROCESSING.

- 2.1. In consideration of the undertakings provided by the Data Controller in section 3 of this Schedule 1, the Data Processor agrees that it shall:
 - 2.1.1. Process the Personal Data at all times in accordance with the Data Protection Laws and solely for the purposes (connected with the provision by the Data Processor of the Software Services and Support Services) and in the manner specified from time to time by the Data Controller in writing and for no other purpose or in any manner except with the express prior written consent of the Data Controller unless otherwise required to process the Personal Data by Union or Member State law to which the Data Processor is subject, and in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 2.1.2. In a manner consistent with the Data Protection Laws, implement appropriate technical and organisational measures to safeguard the Personal Data from unauthorised or unlawful Processing or accidental loss, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the Personal Data to be protected;
 - 2.1.3. Ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data and that all such employees shall have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of the Personal Data;
 - 2.1.4. Ensure that its agents and subcontractors are made aware of its obligations under this Schedule 1 with regard to the security and protection of the Personal Data and shall require that they enter into binding obligations with the Data Processor in order to maintain the levels of security and protection provided for in this Schedule 1;
 - 2.1.5. Not divulge the Personal Data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of the Data Controller except to those of its employees, agents and subcontractors who are engaged in the Processing of the Personal Data and are subject to the binding obligations as may be required by any law or regulation;
 - 2.1.6. In the event of the exercise by Data Subjects of any of their rights under the Data Protection Laws in relation to the Personal Data, inform the Data Controller as soon as possible, and the Data Processor further agrees to reasonably assist the Data Controller with all data subject information requests which may be received from any Data Subject in relation to any Personal Data and, taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
 - 2.1.7. Not Process or transfer the Personal Data outside of the European Union except with the express prior written authority of the Data Controller. Provided the Data Controller has confirmed its consent to the export of such Personal Data and to the named sub-processor in writing, and the Data Processor shall ensure that the necessary legal conditions for such transfer and Processing apply to such transfer and Processing, including but not limited, if applicable, EU Standard Contractual Clauses ("SCCs") or a European Commission positive adequacy decision under Article 45 of the GDPR is in force and covers such transfer prior to the Personal Data being transferred outside of the EU to the sub-processor. The Data Processor shall ensure that any SCCs entered into with any such sub-processor remain in place for the duration of the provision of the Software Services and Support Services under this Agreement and that the SCCs shall not be amended, varied or terminated without the Data Controller's prior written consent and shall provide to the Data Controller a copy of any relevant SCCs with sub-processor(s) on demand;
 - 2.1.8. Allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the Data Controller or its representatives in order to ascertain compliance with the terms of this Schedule 1;
 - 2.1.9. Assist the Data Controller in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36 taking into account the nature of Processing and the information available to the Data Processor.

3. OBLIGATIONS OF THE DATA CONTROLLER.

- 3.1. In consideration of the obligations undertaken by the Data Processor in section 2 above, the Data Controller agrees that it shall ensure that it complies at all times with the Data Protection Laws, and, in particular, the Data Controller shall ensure that any disclosure of Personal Data made by it to the Data Processor is made with the Data Subject's consent or is otherwise lawful.

4. DATA BREACH.

- 4.1. In the case of an unauthorised loss, disclosure, damage, destruction, corruption, alteration, disclosure or access to any Personal Data, any unauthorised or unlawful processing of Personal Data or any breach of the Data Protection Laws (each a "Data Breach"), the Data Processor shall:
 - 4.1.1. at the earliest opportunity notify the Data Controller, and in any event, no later than twenty-four (24) hours after becoming aware of the Data Breach;
 - 4.1.2. promptly provide sufficient information, co-operation, support and analysis to the Data Controller; and
 - 4.1.3. provide the Data Controller with such co-operation in relation to the Data Controller notifying the individual or the Data Protection Commissioner (or relevant regulator) of the Data Breach, including by providing the Data Controller with a description of the nature of the Data Breach and the identity of the affected person(s).

5. DISCLOSURE.

- 5.1. The Data Processor will (and will ensure that its personnel and sub-processors will) promptly (but in all cases within forty-eight (48) hours) notify the Data Controller, if the Data Processor (or its personnel or sub-processors as the case may be):
 - 5.1.1. becomes aware that a disclosure of Personal Data may be required under Data Protection Laws;
 - 5.1.2. receives a complaint relating to the Data Controller's obligations under the Data Protection Laws or a request from an individual to access their Personal Data or to cease or not begin processing, or to rectify, block, erase or destroy Personal Data and/or to ensure that the Personal Data is deleted or corrected if it is incorrect (or, the Customer does not agree that it is incorrect, to have recorded the fact that the relevant person considers the Personal Data to be incorrect).

6. RETRIEVAL AND DELETION.

- 6.1. Upon request by the Data Controller made within thirty (30) days after the effective date of termination or expiration of the Agreement ("Retrieval Period"), the Data Processor shall at the choice of the Data Controller, delete or make the Personal Data available in a standard machine-readable format to the Data Controller through the Software Services or Support Service at no additional cost.
- 6.2. After the Retrieval Period, the Data Processor shall have no obligation to maintain or provide Personal Data (except by prior written agreement between the parties and for an additional fee) and will thereafter securely delete or destroy all copies of the Personal Data under the possession or control of the Data Processor, unless legally prohibited from doing so.
- 6.3. Personal Data stored in backups will be deleted in accordance with then current schedule for deletion/overwriting of such backups and shall not exceed one (1) year beyond the effective date of termination.

7. AUTHORISED SUB-PROCESSOR.

- 7.1. In order to undertake the Processing that has been commissioned by the Data Controller, TDS in its capacity of Data Processor shall avail itself of the services of third parties who will process data by its mandate ("**Sub Processors**"). In this regard, where TDS provides the Software Services, the sub-processing concerns the following companies:
- 7.1.1. Amazon Web Services, Inc (AWS): AWS provide a hosted service on the cloud which TDS use to store customer data collected by the Data Controller in respect of the Software Services. Except where otherwise agreed, the Customer Personal Data shall be stored in a data centre within the EU, provided by AWS.

SCHEDULE 2 - CUSTOMER RESPONSIBILITIES

1 CUSTOMER RESPONSIBILITIES

- 1.1 Customer shall provide all personnel, materials and equipment, (except Goods specified to be provided by TDS), plant, consumables, facilities and all other requirements, whether of a temporary or permanent nature.
- 1.2 Servers and infrastructure which are hosted by the Customer, are maintained by the Customer, and the Customer is responsible for any required Oracle licensing related thereto. Operating systems, patch management, anti-virus management, firewalls, ports etc. are not supported by TDS. TDS supports and maintains the Software Services only.
- 1.3 Customer shall provide (i) such access to Customer premises and data, and (ii) such office accommodation and other facilities, in each case as may reasonably be requested by TDS, for the purposes of enabling the provision of the Services;
- 1.4 Customer shall provide such information as TDS may reasonably request, in order to carry out the Services in a timely manner;
- 1.5 Except where otherwise agreed, population of TDS databases with Customer data is maintained by the Customer via the API packages provided by TDS.
- 1.6 If Support Services are to be provided by modem connection, automatic call back shall be facilitated by the Customer at its expense. The Customer shall pay its telecommunication charges in respect of any remote support.