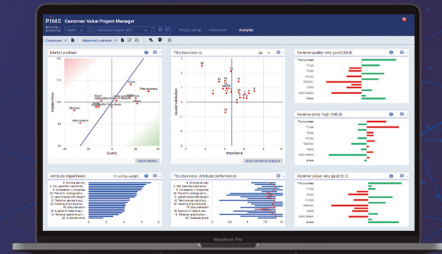


PIMS® Customer Value Analysis

as a Service (CVAaaS)



Terms and Conditions - PIMS CVA Starter

These Terms and Conditions govern the basis on which the Services are provided. There are four tiers of Services to choose from: Freemium, Starter, Professional and Enterprise (“Tier Model”). If you subscribe to the Professional or Enterprise Tier Model, you will need to refer to the Order as well as these Terms and Conditions. References in the Agreement to Freemium, Starter, Professional and Enterprise are references to the Tier Model.

1 INTERPRETATION

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

Acceptable Use Policy: the acceptable use policy made that may be made available by PIMS from time to time;

Adequate Country: means (i) any country within the European Economic Area; (ii) any country that has received an adequacy decision from the European Commission on the basis of Article 45 of the GDPR; or (iii) the United Kingdom;

Agreement: For Freemium and Starter, means these Terms and Conditions. For the Professional or Enterprise Tier Model, means these Terms and Conditions and the Order;

Authorised Users: those employees, agents and independent contractors of Client who are authorised by Client to use the Services. For Freemium or Starter, only one Authorised Users is permitted. For Professional or Enterprise, the number of Authorised Users is limited to that stated in the Order.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Charges: the amounts payable to PIMS under or in connection with this Agreement as set out in a) the Order (for Professional or Enterprise models) or b) for Starter model as set out at <https://www.pimsassociates.com/cva-as-a-service-starter/> (with there being no charge for the Freemium model);

Client Data: the data provided by or on behalf of Client (including the Authorised Users) for the purpose of using the Services or facilitating Client’s use of the Services, including data obtained from End Users;

Commencement Date: For Freemium or Starter, means the date on which the Client has accepted the subscription by accepting these Terms and Conditions. For Professional or Enterprise, means the date stated in the Order;

Confidential Information: means all information of whatever nature or form that is disclosed (whether in writing, verbally or otherwise), obtained or created, under or in connection with this Agreement (whether prior to or after the Commencement Date) which is of a confidential or proprietary nature including: (a) the existence, terms and subject matter of this Agreement, and the negotiations relating to it; and (b) the following information relating to either of the parties or their affiliated companies: (i) information regarding their business, affairs, and business plans; (ii) price lists, pricing structures, sales and marketing plans; (iii) information about employees, officers and other personnel; (iv) information about current and prospective clients, customers and PIMSs; (v) know-

how, trade secrets, inventions, products, operations, processes, product information and unpublished information relating to intellectual property rights; and (vi) any other commercial, financial or technical information;

Data Limits: For Freemium or Starter, means any limits that may be specified by PIMS from time to time, as set out at <https://www.pimsassociates.com/cva-as-a-service-starter/>. For Professional and Enterprise, means any limits stated in the Order;

Data Protection Legislation: means all applicable laws relating to the processing of personal data, including:

- a. Data Protection Act 2018;
- b. EC Directive 2002/58/EC on Privacy and Electronic Communications;
- c. EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”);
- d. all local laws or regulations implementing or supplementing the EU legislation mentioned in (b) and (c) above;
- e. legally binding codes of practice issued by national Regulators relating to the laws, regulations and EU legislation mentioned in (a)-(d) above;

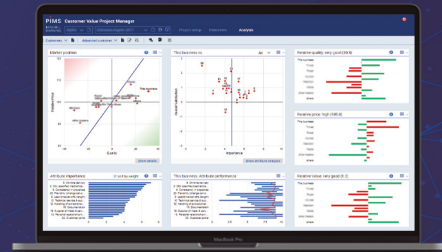
End Users: means any person or legal entity which are end user customers of the Client;

Force Majeure: means any event or sequence of events beyond a party’s reasonable control and which prevents it from, or delays it in, performing its obligations under this Agreement, including: (a) an act of God, flood, storm, drought, earthquake, or other natural disaster; (b) adverse weather conditions; (c) any cause or event arising out of or attributable to war, civil commotion or terrorist activity (or threat thereof); (d) any law, or any governmental order, rule or regulation; (e) fire or explosion; (f) labour dispute including strikes, industrial action, lockouts or boycott; (g) a shortage of raw materials; (h) power outages, blockages, or internet or telecoms failure; and (i) any epidemic or pandemic, including the COVID-19 pandemic, and compliance with any applicable governmental guidelines designed to prevent the spread of the relevant disease;

Initial Term: For Freemium, means entry of 1 worksheets with up to 30 days to access the results. For Starter means entry of n worksheets, where n is the number of worksheets paid for, and access to the results for up to 1 year. For Professional and Enterprise, means the initial term of the Agreement as specified in the Order;

PIMS® Customer Value Analysis

as a Service (CVAaaS)



Terms and Conditions - PIMS CVA Starter

Normal Business Hours: 8.30 am to 5.30 pm UK time, each Business Day;

Order: means any order for Professional or Enterprise Services signed by or accepted by Client pursuant to Clause 2.2;

Protected Data: means Personal Data (a) received from or on behalf of the Client, or otherwise obtained in connection with the performance of PIMS' obligations under this Agreement; and/ or (b) obtained from End Users by the Client and inputted into the Software for the purpose of using the Services or facilitating Client's use of the Services;

Protected Functionality: the fundamental functional and technical aspects of the Services;

Services: the services (including provision of the Software and Support Services) provided by PIMS to Client under this Agreement under the Tier Model.

Software: the online software application provided by PIMS as part of the Services;

Standard Contractual Clauses: means the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC (save for any optional clauses that relate to indemnification and/ or liability);

Support Services: the email support services provided in respect of the then-current version or release of the Software;

Term: has the meaning given to it in Clause 11.1;

Tier Model: Freemium, Starter, Professional and Enterprise;

VAT: value added tax as charged in accordance with the Value Added Tax Act 1994;

Virus: any thing or device (including any software, code, file or programme) that may: a) 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 any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or b) adversely affect the user experience of the Services, including worms, trojan horses, viruses and other similar things or devices; and

Year: the period of twelve (12) months starting from the Commencement Date, or from the anniversary of the Commencement Date, as applicable.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

1.3 Unless the context otherwise requires, words in the

singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.4 Any words following the terms "including", "include", "in particular", "for example" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 Where the Professional or Enterprise Tier Model applies, and there is an inconsistency between these Terms and Conditions and the Order, the Terms and Conditions shall prevail.

2 BASIS OF AGREEMENT

2.1 These Terms and Conditions shall apply to all use of the Services, to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 No binding contract shall be formed, and PIMS shall be under no obligation to provide the Services, until Client has, in the case of a) Professional or Enterprise, indicated its acceptance of the Order by signing the Order and b) Freemium and Standard, accepted these Terms and Conditions.

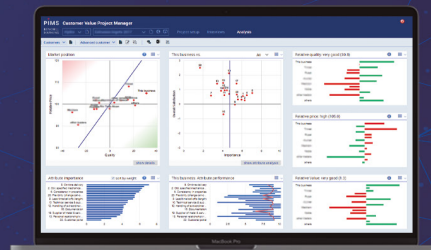
2.3 Nothing in this Agreement shall prevent PIMS from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

3 RIGHT TO USE SERVICE

3.1 Subject to Client complying with the provisions of this Agreement (including the restrictions set out in this Clause 3), PIMS hereby grants to Client a non-exclusive, non-transferable right, without the right to grant sub-licence, to permit the Authorised Users to use the Services for the Term solely for Client's internal business operations and subject always to use in accordance with the Acceptable Use Policy.

3.2 Client shall ensure that each Authorised User shall keep a secure password for their respective use of the Services, that such password is changed at least monthly and that each Authorised User keeps their password confidential.

3.3 Client shall not, and shall procure that each Authorised User shall not, access, store, distribute or transmit any Viruses, or any material during the course of use of the Services that: a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; b) facilitates illegal activity; c) depicts sexually explicit images; d) promotes unlawful violence; e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or f) is otherwise illegal or causes damage or injury to any person or property.



Terms and Conditions - PIMS CVA Freemium

3.4 Client shall not and shall procure that each Authorised User shall not:

- a. except as may be allowed by any applicable law that 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; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- b. during the Term and for twelve (12) months after the Term, create or assist any third party to create, directly or indirectly, a product or service that competes with the Services or any software application containing the same or similar functionality to the Protected Functionality;
- c. use the Services to provide services to any third parties or otherwise demonstrate the Services to third parties;
- d. subject to Clause 13.6, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise exploit, or otherwise make available, the Services to any third party except the Authorised Users on the basis set out in this Agreement; and/or
- e. attempt to obtain, or assist third parties in obtaining, access to the Services, except as provided under this Clause 3.

3.5 Client shall, without prejudice to its other obligations, 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 PIMS in writing.

3.6 PIMS reserves the right to disable Client's access to the Services and/or terminate this Agreement with immediate effect on written notice where Client is in breach of this Clause 3.

3.7 The rights provided under this Clause 3 are granted to Client only, and shall not be considered granted to any subsidiary or holding company of Client.

4 SERVICES

4.1 PIMS shall provide the Services using reasonable care and skill.

4.2 PIMS shall use commercially reasonable endeavours to ensure that the Software is available for use by Authorised Users in

material conformity with this Agreement ("Availability") for at least 95% of the time, as measured over the course of each calendar month during the Term. Availability will be calculated without regard to downtime or disruptions due to any of the following:

- a. misuse of the Software;
- b. failure of internet connectivity;
- c. disruptions due to Force Majeure;
- d. planned maintenance carried out during the maintenance window of 09.00 pm to 3.00 am UK time;
- e. any Service suspension permitted by this Agreement; and
- f. any unscheduled emergency maintenance performed outside Normal Business Hours. In such event, PIMS shall, wherever possible, try to give Client at least 6 hours' notice of such maintenance.

4.3 PIMS will provide Client with access to the email Support Services during Normal Business Hours.

4.4 PIMS reserves the right to amend the Services from time to time as necessary to comply with any applicable law or regulatory requirement, or if the amendment does not materially affect the nature or quality of the Services. PIMS shall notify Client of any such event as soon as possible.

4.5 Notwithstanding anything else in this Agreement, PIMS shall be entitled to suspend provision of the Services:

- a. where it is mandated to do so by a regulatory body or as reasonably necessary to enable PIMS to make any adjustments to the Services so as comply with all applicable laws and regulations;
- b. investigate any breach or suspected breach by Client of this Agreement, including of the Acceptable Use Policy; and/or
- c. for so long as there is any overdue sum owed to PIMS by Client under this Agreement.

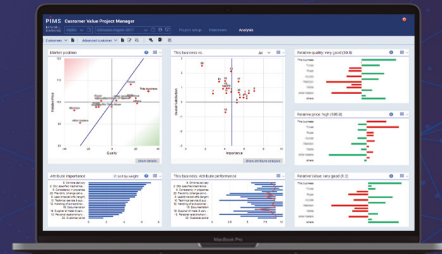
5 CLIENT DATA

5.1 Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Client Data.

5.2 In the event of any loss or damage to Client Data, Client's sole remedy shall be for PIMS to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by PIMS in accordance with the storage procedure. PIMS shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by PIMS and/or any third party.

PIMS® Customer Value Analysis

as a Service (CVAaaS)



Terms and conditions - PIMS CVA Starter

5.3 References in this clause to “controller”, “data subject”, “personal data,” “processor”, “processing”, “personal data breach” and “supervisory authority” shall have the same meaning as defined in GDPR.

5.4 The parties acknowledge that in order to provide the Services and during the Term, PIMS may process personal data on behalf of Client (“Client Personal Data”). Schedule 1 sets out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject in respect of such Client Personal Data.

5.5 The parties agree in respect of Client Personal Data that Client shall be the “controller” and PIMS shall be Client’s “processor”.

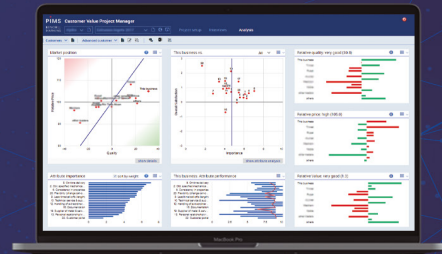
5.6 Client shall comply with the obligations owed by controllers under applicable Data Protection Legislation in respect of its and PIMS’ processing of the Client Personal Data, including ensuring that PIMS is lawfully able to process the Client Personal Data on Client’s behalf.

5.7 PIMS shall in respect of its processing of such Client Personal Data:

- a. process the Client Personal Data only to the extent, and in such a manner, as is necessary for the activities contemplated by this Agreement and in accordance with Client’s lawful written instructions from time to time, and PIMS shall not process or permit the processing, of the Client Personal Data for any other purpose unless such processing is required by any applicable law to which PIMS is subject, in which case PIMS shall notify Client in advance of its intention to carry out such processing and allow Client the opportunity to object (unless that law prohibits such information on important grounds of public interest). If PIMS is unsure as to the parameters of the instructions issued by Client and/or believes that Client’s instructions may conflict with the requirements of Data Protection Legislation, PIMS may notify Client for clarification and provide reasonable details in support of any assertion that Customer’s instructions may not be lawful;
- b. ensure that any person authorised to process the Client Personal Data in connection with this Agreement is subject to a duty of confidentiality;
- c. having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of Client Personal Data and against the

accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected, provided that where such measures may require the use of resource and/or cost additional to that usually provided or incurred, or anticipated, by PIMS, Client agrees to pay for the same (in addition to any other charges or fees), provided that PIMS has notified Client of the fact that additional charges or cost may be payable;

- d. at Client’s cost, assist Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- e. taking into account the nature of the processing and the information available to PIMS, provide Client with reasonable co-operation and assistance in relation to Client’s obligations and rights under Articles 32 to 36 (inclusive) of the GDPR (and analogous provisions of other Data Protection Legislation), including in particular those relating to (i) providing Client and supervisory authorities (as applicable) with all information and assistance reasonably necessary to investigate personal data breaches and where relevant notify the relevant supervisory authority and/or affected data subject(s) of the personal data breach, and (ii) carrying out privacy impact assessments and/or consulting with relevant supervisory authorities where such assessment indicates there is a high risk that cannot be mitigated;
- f. without undue delay notify Client, if PIMS:
 - i. receives any complaint, notice or communication which relates directly or indirectly to the processing of the Client Personal Data; and/or
 - ii. becomes aware of a personal data breach affecting Client Personal Data within PIMS’ possession or control;
- g. make available to Client such information as is necessary to demonstrate PIMS’ compliance with its obligations under this Clause 5.7, including providing Client, its third-party representatives (who are not competitors of PIMS) and/or a supervisory authority with a copy of PIMS’ most recent audit results, conducted by a third party;



Terms and conditions - PIMS CVA Starter

h. may engage a sub-processor to process Client Personal Data (or otherwise sub-contract or outsource the processing of any data to a third party) (a “Sub-processor”). In such event, PIMS will:

i. notify Client of any new or replacement Sub-processor. If Client objects to the appointment of a new or replacement Sub-processor, it shall notify PIMS within five Business Days (in the absence of which Client shall be deemed to have accepted the appointment of the Sub-processor). If any objection is received by PIMS but cannot be resolved by the parties within five Business Days of receipt by PIMS of Client’s written objection, PIMS may on immediate written notice terminate this Agreement without liability;

ii. enter into a written contract with the Sub-processor that:

1. complies with the requirements of Article 28 of the GDPR; and
2. terminates automatically on termination or expiry of this Agreement for any reason; and

iii. remains liable for all acts or omissions of Sub-processors as if they were acts or omissions of PIMS (except to the extent caused or exacerbated by Client);

i. return or destroy (as directed by Client) all Client Personal Data it has in its possession and delete existing copies except to the extent applicable law or regulation requires storage of the Client Personal Data; and

j. be entitled to transfer the Client Personal Data to a non-Adequate Country (“Restricted Transfer”) provided that PIMS ensures that in respect of such Restricted Transfer: (i) appropriate safeguards are enforced pursuant to Articles 46 and 47 of the GDPR (and analogous provisions set out in other Data Protection Legislation), or (ii) the Restricted Transfer falls under one of the derogations set out by Article 49 of the GDPR (or analogous provisions set out in other Data Protection Legislation). Where PIMS deems the Standard Contractual Clauses are the appropriate lawful transfer mechanism to enable the Restricted Transfer, PIMS shall be authorised to enter into the Standard Contractual Clauses acting on behalf of the Client with the relevant third party.

5.8 If the mechanism relied on to lawfully process the Client Personal Data transferred pursuant to Clause 5.7(j) ceases to exist

or is no longer considered to be a lawful method of legitimising a transfer of personal data to a non-Adequate Country (as applicable), the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and PIMS may, without liability to Client, cease or procure that the relevant third party cease the processing of Client Personal Data until such time as the parties have agreed an alternative transfer mechanism to enable the Client Personal Data to be lawfully processed.

5.9 Where, by operation of this Clause 5, PIMS is obliged to provide information and/or assistance to Client, or to third parties (including supervisory authorities) at the request of Client, such assistance shall be provided at the sole cost and expense of Client, save if and to the extent that such assistance directly arises from PIMS’ breach of its obligations under Clause 5, in which such information and/or assistance shall be provided at no additional cost to Client.

6 CLIENT’S OBLIGATIONS

6.1 Client shall:

a. provide PIMS with all necessary co-operation and support in relation to this Agreement and all necessary access to such information and equipment as may be required by PIMS to provide the Services, including to Client Data.;

b. comply with all applicable laws and regulations with respect to its activities under this Agreement and ensure compliance by the Authorised Users;

c. carry out any and all client responsibilities in this Agreement or otherwise agreed by the parties in writing in a timely and efficient manner. In the event of any delays in Client’s provision of such assistance as agreed by the parties, PIMS may adjust any agreed timetable or delivery schedule as reasonably necessary;

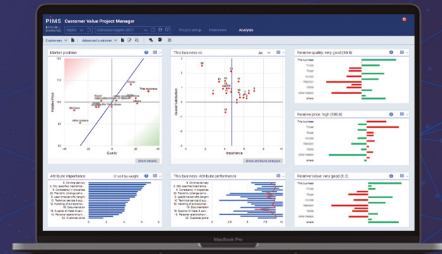
d. obtain and maintain all necessary licences, consents and permissions necessary for PIMS to perform its obligations under this Agreement, including the Services;

e. ensure that its network and systems comply with the relevant specifications and instructions provided by PIMS from time to time; and

f. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Client’s network connections or telecommunications links or caused by the internet.

PIMS® Customer Value Analysis

as a Service (CVAaaS)



Terms and conditions - PIMS CVA Starter

6.2 Client shall be responsible for and shall ensure compliance by all Authorized Users with the Acceptable Use Policy. A breach of this obligation shall be deemed to be a material breach of this Agreement, and shall also entitle PIMS to suspend provision of the Services on notice to Client. PIMS shall resume Service provision only once the breach has been rectified by Client and PIMS has received reasonable legally-binding assurance that the breach will not recur during. All Charges shall continue to be payable during any Service suspension except to the extent caused by PIMS.

7 CHARGES AND PAYMENT

7.1 Client shall pay the Charges to PIMS for the Services in accordance with this Clause 7.

7.2 If, at any time during the Term, the Client exceeds any specified Data Limits, additional fees will (except for Freemium) be payable by Client to PIMS, as specified in the Order (or where not so stated or there is no Order) the Charges description.

7.3 PIMS shall invoice Client for the Charges as follows: Starter 100% in advance, Professional and Enterprise quarterly in advance.

7.4 Client shall pay each invoice submitted by PIMS in full and in cleared funds to a bank account nominated in writing by PIMS within 30 days of the date of the invoice and time for payment shall be of the essence.

7.5 If Client fails to make a payment due to PIMS under this Agreement by the relevant due date:

- a. Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 7.5 will accrue at 4% a year above the Bank of England's base rate from time to time;
- b. PIMS may disable Client's password, account and access to the Services and PIMS shall be under no obligation to provide the Services while the invoice(s) concerned remain unpaid; and/or
- c. PIMS may terminate the Agreement with immediate effect on written notice if a sum remains overdue for more than 14 days.

7.6 PIMS reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date [following the expiry of the Initial Term] [in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

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

- a. shall be payable in US Dollars or such other currency as specified in the Order or Charges;
- b. are non-refundable; and
- c. are exclusive of any applicable value added tax, which shall be added to PIMS' invoice(s) at the appropriate rate and payable at the same time as the underlying sum.

8 PROPRIETARY RIGHTS

8.1 Client acknowledges and agrees that PIMS (or its licensors) own all intellectual property rights in the Services. Except as expressly stated in this Agreement, this Agreement does not grant Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or interest in the Software or Services. All goodwill arising from use of the Services shall accrue solely to PIMS.

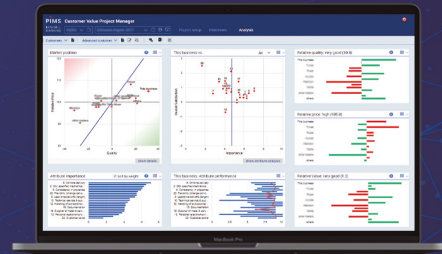
8.2 Client grants PIMS a paid-up, non-exclusive, non-transferable right to copy and modify any materials provided by Client to PIMS (including Client Data) ("Client Materials") as necessary to provide the Services and fulfil its obligations.

8.3 PIMS shall indemnify Client and keep Client indemnified against any and all losses, damages, liabilities, claims and costs that Client may suffer or incur as a result of any claim that Client's use of the Services, in accordance with this Agreement, infringes the rights of a third party.

8.4 Client shall indemnify PIMS and keep PIMS indemnified against any and all losses, damages, liabilities, claims and costs that PIMS may suffer or incur as a result of any claim that PIMS' use of Client Materials, in accordance with this Agreement, infringes the rights of a third party.

8.5 Where one party ("Indemnifying Party") agrees to indemnify the other party ("Indemnified Party") under this Agreement, such indemnity is subject to the Indemnified Party complying with the following process in the event that a third party claim arises:

- a. the Indemnified Party must promptly notify the Indemnifying Party in writing of such claim;
- b. the Indemnified Party must not make any admission of liability, settlement or compromise without the prior written consent of the Indemnifying Party;



Terms and conditions - PIMS CVA Starter

- c. the Indemnified Party must give the Indemnifying Party express authority to conduct all negotiations and litigation and to defend and/or settle all litigation arising from such claim, provided that the Indemnifying Party regularly consults the Indemnified Party on the conduct and defence of the claim;
- d. the Indemnified Party must provide the Indemnifying Party with all available information and assistance in relation to such claim as the Indemnifying Party may reasonably require at the Indemnifying Party's cost and expense; and
- e. if within ninety (90) days after the Indemnifying Party's receipt of notice of any such claim, the Indemnifying Party fails to take action to defend or settle such claim, the Indemnified Party may at the Indemnifying Party's expense undertake the defence, compromise or settlement of the claim as it sees fit.

9 CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- a. is or becomes publicly known other than through any act or omission of the receiving party;
- b. was in the other party's lawful possession before the disclosure;
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- d. is independently developed by the receiving party, which independent development can be shown by written evidence.

9.2 Subject to Clause 9.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as strictly necessary to perform its obligations under the Agreement.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party

as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.6 The above provisions of this Clause 9 shall survive termination of this Agreement, however arising.

9.7 Notwithstanding the provisions of this Clause 9, PIMS may announce and/or publish that Client is a customer of PIMS and/or uses the Services. PIMS shall comply with all reasonable branding guidelines provided to PIMS by Client in this regard.

10 LIABILITY

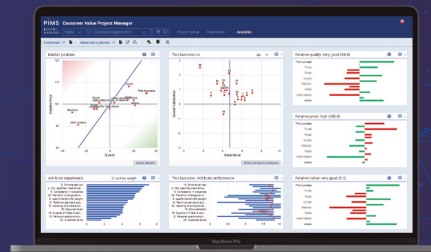
10.1 PIMS shall not have any liability under this Agreement, including any failure in the Services, that arises as a result of:

- a. act or omissions of Client or those for whom it is responsible;
- b. errors or omissions in information and/or instructions provided to PIMS by or on behalf of Client in connection with the Services, or any actions taken by PIMS at Client's direction;
- c. use of the Services contrary to PIMS' instructions or not in accordance with this Agreement; or
- d. any modification or alteration of the Services by any person other than PIMS or PIMS' duly authorised contractors or agents.

10.2 PIMS:

- a. does not warrant that Client's use of the Services will be entirely uninterrupted or error-free or that the Services, and/or the information obtained by Client through the Services will meet Client's requirements; and
- b. is not responsible for any delays, failures or any loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

10.3 Except as provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.



Terms and conditions - PIMS CVA Starter

10.4 Where PIMS uses third party hosting providers, PIMS' liability for the acts or omissions of those providers is subject to the same exclusions and limitations as set out in the relevant Terms and Conditions between PIMS and those third party providers. PIMS shall use its reasonable endeavours to pass on to Client the benefit of such remedies as they apply to the Services.

10.5 PIMS shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

- a. loss of profits, loss of revenue, depletion of goodwill or reputation, loss or corruption of data or information, or loss of management time; or
- b. special, punitive or indirect loss.

10.6 PIMS' total aggregate liability arising under or connection with this Agreement in contract, tort (including negligence or breach of statutory duty), or otherwise, shall in respect of each Year not exceed the total Charges paid or payable in respect of that Year.

10.7 Nothing in this Agreement shall exclude or limit a party's liability for:

- a. death or personal injury arising from its negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability to the extent that such liability may not be excluded or limited as a matter of law.

11 TERM AND TERMINATION

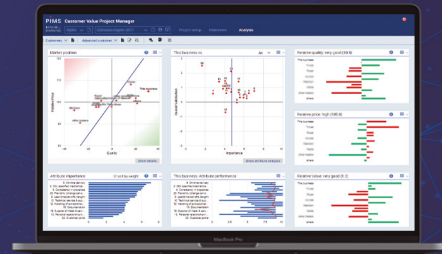
11.1 This Agreement shall:

- a. for Freemium: commence on the Commencement Date and continue for the Initial Term and then end, subject to earlier termination in accordance with this Agreement; and
- b. for all other Tier Models, commence on the Commencement Date and continue thereafter, until either party terminates the Agreement by giving at least 90 days' prior written notice to the other (such notice not to expire before the end of the Initial Term), subject to earlier termination in accordance with this Agreement, (in each case, the "Term").

11.2 PIMS may terminate this Agreement with immediate effect by giving written notice to Client in accordance with Clauses 3.6 (breach of Client obligations) and 5.7(h)(i) (Client objection to sub-processor).

11.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:

- a. commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b. proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to it under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by it or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving it and any of its creditors;
- c. is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- d. calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed;
- e. presents, or has presented, a petition for a winding up order;
- f. has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets;
- g. takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it;
- h. ceases, or appears in the reasonable opinion of the party wishing to terminate likely to cease, or is threatening to cease, to trade;
- i. stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or the other party suspends or ceases or threatens to suspend or cease to carry on its business;
- j. is subject to a secured lender taking any steps to obtain possession of the property on which it has security or otherwise to enforce its security; and/or
- k. suffers or undergoes any procedure analogous to any of those specified in Clause 11.3(b) to 11.3(k) inclusive above or any other procedure available in the country in which the other party is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor.



Terms and conditions - PIMS CVA Starter

11.4 On termination of this Agreement for any reason:

- a. Client shall immediately pay to PIMS all of PIMS' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PIMS shall submit an invoice, which shall be payable by Client immediately on receipt;
- b. Client shall immediately cease all use of the Services;
- c. PIMS may destroy or otherwise dispose of any of the Client Data in its possession, unless PIMS receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to Client of the then most recent back-up of the Client Data. PIMS shall use reasonable commercial endeavours to deliver the back-up to Client within 45 days of its receipt of such a written request, provided that Client has, at that time, paid all fees and Charges outstanding at and resulting from termination (whether or not due at the date of termination). Client shall pay all reasonable expenses incurred by PIMS in returning or disposing of Client Data;
- d. PIMS shall return or destroy all Client Personal Data in accordance with Clause 5.7(i); and
- e. 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.

11.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

12 FORCE MAJEURE

12.1 Notwithstanding anything else in this Agreement, where a Force Majeure Event occurs a party shall not be liable to the extent that it is delayed in or prevented from performing its obligations under this Agreement due to the Force Majeure Event, and the obligations of the party affected by the Force Majeure Event shall be suspended for the duration of the Force Majeure Event.

12.2 The non-performing party shall:

- a. notify the other party of the Force Majeure Event and its expected duration;
- b. use its reasonable endeavours to minimise the effects of the Force Majeure Event; and

c. keep the other party informed of the status of the Force Majeure Event and its impact on the performance of its obligations under this Agreement.

13 GENERAL

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

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

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

13.4 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.

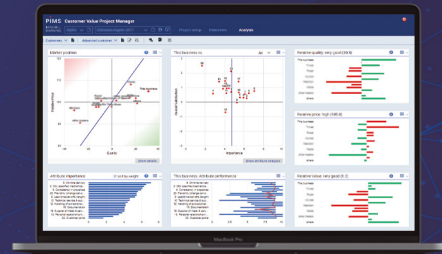
13.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.

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

13.7 PIMS shall not, without the prior written consent of Customer, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this Agreement. PIMS may sub-contract one or more of its obligations, provided it complies with its obligations in respect of Sub-processors as set out in clause 5.7(h).

PIMS® Customer Value Analysis

as a Service (CVAaaS)



Terms and conditions - PIMS CVA Starter

13.8 Nothing in this Agreement is intended to or shall be construed as establishing or implying any partnership, joint venture or agency of any kind between the parties, and neither party shall have authority to act in the name of or to otherwise bind the other party in any way.

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

13.10 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out below or such other address as may have been notified by that party for such purposes or sent by email to the address as may have been notified by that party]. [Notwithstanding the above, if any party commences legal proceedings relating to this Agreement, the claim form or other process by which it is started may not be served by email.

PIMS -

Address: PIMS Associates Ltd, Octagon Point, 5 Cheapside, London, EC2V 6AA

Email: info@pimsassociates.com

Client – For Freemium and Starter, see details given [<https://www.pimsassociates.com/cva-as-a-service-freemium/>];<https://www.pimsassociates.com/cva-as-a-service-starter/>]. For Professional and Enterprise, see details in Order.

13.11 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission provided no failed or delayed delivery message has been received.

14 GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROCESSING DETAILS

Processing of the Protected Data by the Client under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in the Agreement and detailed further in this Schedule 1.

Subject matter of processing: Storing Client Data (including End User data), and providing automatic analysis of, customer value data based on data provided by Clients and End Users to generate relative quality and value metrics.

Duration of the processing: Client data will be kept for a minimum of 1 year depending on the tier level.

Nature and purpose of the processing: PIMS may be required to access, receive, generate, store and/or otherwise process Protected Data in order to provide the Services.

Type of personal data: The Client's and/or End Users' name, address, telephone number, e-mail address, login and other account details, passwords and any special categories of personal data.

Categories of data subject: Authorised Users and any other data subjects chosen by Authorised Users.

Location of processing: United Kingdom