

KEEPABL'S TERMS OF SERVICE

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IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY WILL APPLY TO YOU IF YOU USE ANY OF OUR GOODS OR SERVICES. IF YOU ENTER INTO THIS AGREEMENT ON BEHALF OF ANOTHER PERSON YOU WARRANT THAT YOU ARE AUTHORISED TO DO SO. KEEPABL DOES NOT ENTER INTO CONTRACTS WITH INDIVIDUALS UNDER THE AGE OF 18; DO NOT USE OUR SERVICES IF YOU ARE UNDER 18.

THIS AGREEMENT IS BETWEEN: THE PERSON NAMED AS THE CUSTOMER IN THE ORDER FORM OR OTHERWISE ACCEPTED BY KEEPABL AS A CUSTOMER ('CUSTOMER') AND 'KEEPABL', WHICH MEANS: IF YOU ARE INCORPORATED IN THE USA, KEEPABL LLC, OF 548 MARKET STREET #90321, SAN FRANCISCO CA 94104, USA; OR, IF YOU ARE INCORPORATED ELSEWHERE, KEEPABL LTD, INCORPORATED IN ENGLAND, COMPANY # 11043685, OF 86-90 PAUL STREET, LONDON EC2A 4NE.

NOTHING ON KEEPABL.COM (OR ANY WEBSITE) IS AN OFFER CAPABLE OF ACCEPTANCE. THIS AGREEMENT ONLY TAKES EFFECT ON THE DATE OF LAST SIGNATURE BY A PARTY OF THIS AGREEMENT OR FIRST USE OF THE SERVICES OR A DOCUMENT BY A PERSON ACCEPTED AS A CUSTOMER BY KEEPABL ('EFFECTIVE DATE').

1 INTERPRETATION

1.1 In this Agreement:

'**Affiliate**' of a party means a person or entity that directly or indirectly controls, is controlled by, or is under common control with that party.

'**Agreement**' means, in descending order of priority in case of conflict: any Change Order; the Order Form; the DP Addendum; and these terms and conditions.

'**Business Day**' means a day from Monday to Friday excluding any bank or public holiday in the country where Keepabl is located, and '**Business Hours**' are 09:00 to 17:00 on a Business Day.

'**Change Order**' means a document, executed by the parties, setting out any amendment to this Agreement.

'**Confidential Information**' means information of a confidential nature disclosed by or on behalf of one party (the '**Disclosing Party**') to the other party (the '**Recipient**'), including: trade secrets; the terms (but not the existence) of this Agreement; pricing for Services; and strategic, marketing, financial, employee or other information regarding a party's business. Confidential Information does not include information that: (a) is in or enters the public domain other than due to breach of this Agreement or breach of a duty of confidentiality owed to a party to this Agreement; (b) the Recipient can prove was in its possession prior to disclosure to it by the Disclosing Party; (c) is created by the Recipient without reference to the Confidential Information of the Disclosing Party; or (d) is provided to the Recipient by a third party who is not under a duty of confidentiality to the Disclosing Party regarding that information.

'**Customer Data**' means Customer PD, any other data that is entered into the Services by or on behalf of the Customer, and any reports or other data created as Customer-facing outputs of the Services (for the avoidance of doubt, excluding Keepabl Data).

'**Customer PD**' means any personal data which Keepabl processes on behalf of the Customer.

'**Document**' means any hard copy or soft copy information or document created or provided by Keepabl that the Customer buys from Keepabl or a Reseller (including any pro forma policy or procedure).

'**DP Addendum**' means Keepabl's terms and conditions of that name and which are incorporated into this Agreement if the conditions in clause 9.2 are met.

'**DP Law**' means any applicable law protecting the personal data of a natural person including the European General Data Protection Regulation 2016/679 ('**GDPR**'), the UK Data Protection Act 2018, the UK GDPR, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation amending or replacing the same from time to time.

'**European Economic Area**' or '**EEA**' means the countries of the European Union as defined at the date of this Agreement and Iceland, Liechtenstein and Norway.

'**Fees**' means the fees and charges for use of the Services by the Customer (i) where the Customer purchases Services from Keepabl, as set out in the applicable Order Form or, if none, as published by Keepabl, or (ii) where the Customer purchases Services from a Reseller, to be paid by the Reseller to Keepabl under the Reseller Agreement.

'**Force Majeure**' means any circumstance not within the reasonable control of a party including any strike, labour dispute, war, riot, act of terrorism, act of God, breakdown or disruption to any computer or telecommunications system, and governmental action.

'**Intellectual Property**' or '**IP**' means any copyright, design right, database right, trade mark, trade name, domain name, patent, right protecting goodwill, rights in Confidential Information or know-how, an application or registration for any of the above, and rights of a similar nature or equivalent effect worldwide.

'**Keepabl Data**' means personal data where Keepabl is the controller, including Account Data, Improvement Data and Marketing Data, all as defined in the Privacy Policy.

'**Obligation**' means an obligation of a party under this Agreement.

'**Order Form**' means a document identifying itself as such incorporating this Agreement, setting out the Services to be provided and the Fees.

'**Reseller**' means an entity that has an agreement with Keepabl authorising that entity to resell Services to its customers ('**Reseller Agreement**') and that has entered into a contract with the Customer for the sale of Services to the Customer ('**Reseller Customer Agreement**').

'**Service**' means the products and service(s) provided by Keepabl and set out in the Order Form or Reseller Agreement or that Keepabl otherwise agrees to provide under this Agreement, including any Software and Document.

'**Software**' means any software provided as part of or required to use the Services.

'**Term**' means the period set out in the Order Form or Reseller Customer Agreement or, if none, one (1) year.

'**User**' means any person that the Customer allows or authorises to use the Services or a Document.

1.2 Headers are provided for convenience only and will not affect interpretation. In this Agreement, terms defined by the UK GDPR, including 'controller', 'data subject', 'personal data' and 'processor', will have the meaning

set out in the UK GDPR and: a reference to a person includes a reference to a natural or legal person and that person's successors and permitted assigns; the singular includes the plural, the masculine includes the feminine and vice versa; 'including' means 'including without limitation'; and 'writing' means any legible, visible and permanent form including hand-written and printed documents, facsimile and electronic mail communications (including printed records thereof).

2 THIS AGREEMENT

- 2.1 When the Customer buys the Services from Keepabl, Keepabl may accept or reject any correspondence or document as an Order Form in its sole discretion.
- 2.2 When the Customer buys the Services from a Reseller, the Customer must execute a Reseller Customer Agreement and this Agreement. The Reseller Customer Agreement is between the Reseller and Customer and no part of the Reseller Customer Agreement shall have any legal effect as between the Customer and Keepabl.
- 2.3 Each legal entity must enter into its own Order Form or Reseller Customer Agreement for its own use of the Services. While Users from another legal entity may be authorised on a Customer's account, such authorisation must only be to assist the Customer in its compliance, or demonstrating that compliance to others, not to assist that other legal entity in its compliance. No competitor to Keepabl, including any person whose business, product or service in any way is competitive with, a substitute for or alternative to all or any part of the Services, and no employee of any person, may enter into this Agreement, a Reseller Customer Agreement, or otherwise access or use the Services.

3 PARTIES' OBLIGATIONS

- 3.1 In consideration of Keepabl's receipt of the Fees, Keepabl shall provide the Services to the Customer. Keepabl may send the Reseller and the Customer information about the Customer's use of the Services and this Agreement.
- 3.2 Each party shall perform its Obligations and cooperate in good faith with the other party in the performance of the same, time not to be of the essence.

4 FEES

- 4.1 Receipt of the Fees by Keepabl is a condition for this Agreement to have legal effect and continue in force. If the Customer purchased the Services from Keepabl, the Customer shall pay the Fees to Keepabl. If the Customer purchased the Services from the Reseller, the Reseller shall pay the Fees to Keepabl. Without liability to the Customer and Reseller, Keepabl may immediately: suspend this Agreement if Keepabl has not received payment of Fees by the due date for payment; and terminate this Agreement if Keepabl has not received payment of Fees within fourteen (14) days of the due date for payment.
- 4.2 When the Customer has bought the Services from a Reseller, clauses 4.3 to 4.5 shall not apply and the Customer's agreement with the Reseller shall set out all terms and conditions regarding invoices from the Reseller to the Customer. When the Customer has bought the Services from Keepabl, clauses 4.3 to 4.4 shall apply.
- 4.3 Unless set out to the contrary in the Order Form, Keepabl shall invoice the Customer monthly in advance for Fees related to subscription and monthly in arrears for Fees related to usage. Invoices shall be delivered by email, however Keepabl reserves the right to issue invoices by post or in such other manner as agreed by the parties. Keepabl may change the Fees on sixty (60)

days' notice, provided that, if the Term is longer than sixty (60) days no change shall take effect regarding this Agreement until the end of the then-current Term. Fees are stated exclusive of and subject to any applicable tax (including sales or value added tax), duty, regulatory fee or surcharge or government levy, which will be invoiced to and paid by the Customer at the prevailing rate. Unless stated otherwise on the invoice, invoices are due and payable immediately, without any set-off or counterclaim and without any withholding or deduction unless required by law in which case the Customer shall provide Keepabl with necessary documents to enable recovery or a credit for the amount withheld or deducted. Interest shall accrue and be paid by the Customer on any sum invoiced but not paid in accordance with this Agreement from the date it is payable until payment (whether before or after any judgment) at 1% per calendar month or, if lower, the maximum amount allowed by law.

- 4.4 If the Customer has reasonable grounds to dispute any portion of an invoice for the Services, the Customer must pay the undisputed portion, and notify Keepabl of the grounds for disputing the remainder within one (1) year of the invoice date. Keepabl's records shall be presumed accurate unless proved otherwise. If such dispute is resolved against the Customer, the Customer shall pay the relevant portion of the invoice and interest according to clause 4.3. The Customer waives any right to challenge invoices not disputed within one (1) year of the relevant invoice's date.
- 4.5 The Customer shall notify Keepabl of any change to information used to determine the Fees, such as the Customer's total headcount: (i) before each renewal, if Services are provided on a monthly term; or (ii) before the start of each contract year, if on annual or longer terms, so that revised Fees may apply and be invoiced as from that date.

5 INTELLECTUAL PROPERTY

- 5.1 All IP in and title to the Services is owned by Keepabl or its licensors and the Customer shall have no right in the same other than any licence granted in this Agreement. The Customer agrees that the IP in any feedback on or suggestion to improve any Service shall be owned by Keepabl and hereby assigns all IP in the same to Keepabl. Nothing in this Agreement grants any licence, right in or title to the trade mark KEEPABL, PRIVACY KITCHEN or the respective logos. Save that Keepabl may refer to the Customer as a Customer of the Services while this Agreement is in force, including to use the Customer's trade mark and logo on Keepabl's website and marketing materials, neither party shall publish or make any press release or other public statement referring to the other party or this Agreement without the prior written consent of the other party.
- 5.2 On condition of payment of all Fees due, Keepabl grants the Customer a global, royalty-free, non-exclusive, non-sub-licensable and non-transferable licence, limited to its internal use only and provided that such use is not contrary to any export or other applicable law: (a) to use the Services for the term of this Agreement and (b) to use any Document for which the invoice is fully-paid beyond the term of this Agreement. Any licence to Software is limited to object code only and does not include source code. The licence in this clause 5.2 shall only apply to the Customer unless the contrary is expressly agreed with Keepabl and set out in the Order Form.
- 5.3 The Customer shall not reverse engineer or decompile the Software, resell any Service (or any part thereof), make derivative works of the same, nor use the same to offer bureau services. This is without prejudice to any express right the Customer may have under applicable law, which must be exercised in strict accordance with such law.

6 CUSTOMER'S OBLIGATIONS

6.1 The Customer shall ensure that all information provided to Keepabl or to the Reseller in order for Keepabl to provide the Services is accurate, complete and that use by Keepabl will not infringe the IPR or other rights of any third party. The Customer recognises that Keepabl shall rely on such information in providing the Services and that Keepabl shall not question the validity of such information. The Customer is liable for all use of the Services by Users unless and until (solely relating to Software) the Customer notifies Keepabl that a user's login credentials are compromised. The Customer shall ensure that Users use the Services in accordance with this Agreement and applicable laws and keep their login credentials for any Service confidential. The Customer shall notify Keepabl if any such credential is compromised or they suspect unauthorised use of the Services. The Customer agrees that Keepabl may suspend or block the Customer's use or any User's use of the Services if Keepabl has reasonable grounds to believe such use is in breach of this Agreement or applicable laws.

7 ACCEPTABLE & FAIR USE

7.1 The Customer must: provide accurate information to Keepabl and the Reseller, including information used to determine the Fees, such as the Customer's total headcount; only use the Services in good faith for their intended purpose; and not use the Services to store or transmit data other than for the Services' intended purposes. The Customer agrees that Keepabl may introduce storage limits if the Customer breaches this clause 7. The Customer shall not, and shall ensure that its Users shall not, use the Services in breach of this Agreement (including not to upload or transmit any content or other information that is defamatory, harmful, threatening, abusive, tortious, obscene, otherwise objectionable or illegal, or infringes any right of a third party), interfere with the proper functioning of the Services, impact use of the Services by any other person, or make the Services operate in any unauthorised manner.

8 SUPPORT & MAINTENANCE

8.1 When the Customer has bought the Services from a Reseller, all invoicing to and support of the Customer and Users shall be provided by the Reseller.

8.2 When the Customer has bought the Services from Keepabl, Keepabl shall provide reasonable support to the Customer and Users during Business Hours.

8.3 Keepabl may need to suspend the Services from time to time for scheduled or emergency maintenance and shall provide the Customer with as much notice as is reasonably practicable of the same.

9 DATA PROTECTION

9.1 When the Customer has bought the Services from a Reseller, if any of the Customer PD is of data subjects in the EEA, Keepabl is a sub-processor of the Reseller.

9.2 When the Customer has bought the Services from Keepabl, if any of the Customer PD is of data subjects in the EEA, Keepabl acts as controller of Keepabl Data and processor of such Customer PD. To the extent that Keepabl does act as a processor in relation to Customer PD, the DP Addendum is incorporated into this Agreement and shall apply to such processing.

10 CONFIDENTIALITY

10.1 The Recipient shall maintain the Disclosing Party's Confidential Information in the strictest confidence, not make use of the same other than for the purpose of

carrying out this Agreement and shall only make such copies of any of the same as reasonably necessary for carrying out this Agreement.

10.2 The Recipient shall not disclose any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, save that the Recipient may disclose the same: (a) to those of its employees, agents or contractors who need to have access to it for the Recipient to carry out its Obligations, provided that the Recipient ensures that such person is bound by written obligations (in an employment contract or otherwise) to keep the Confidential Information confidential and to use it solely for carrying out this Agreement; (b) in accordance with any law or order of a court or other legally competent authority or regulatory body, provided that the Recipient gives the Disclosing Party as much notice of the disclosure as reasonably practicable; (c) to the Recipient's professional advisers; and (d) to potential acquirers, merger partners, investors and their professional advisers, solely in connection with a due diligence review of the Recipient and provided that such person is bound by written obligations to keep the Confidential Information confidential.

10.3 The Recipient shall, at the Disclosing Party's request, immediately return or destroy the Disclosing Party's Confidential Information, together with all copies in any medium (save and only to the extent that a copy must be retained by the Recipient to comply with applicable law or regulation) and shall take reasonable steps to ensure compliance with this clause by any person to whom the same has been disclosed. The Recipient acknowledges that disclosure of any of the Disclosing Party's Confidential Information in breach of this clause may cause irreparable damage to the Disclosing Party, damages may not be an adequate remedy, and the Disclosing Party shall be entitled to apply for an injunction to prevent or minimise any threatened or actual breach of this clause 10.

10.4 The obligations of confidentiality and non-use contained in this clause 10 shall continue in force regarding any Confidential Information disclosed under this Agreement: (a) in perpetuity; or (b) if, and only if, a court of competent jurisdiction holds that the duration in clause 10.4(a) above is unenforceable, for 5 years from the expiry or date of termination of this Agreement.

11 WARRANTIES & DISCLAIMER

11.1 Keepabl warrants that it shall carry out its Obligations with reasonable care and skill.

11.2 Each party warrants that the person signing this Agreement has been fully authorised to do so on that party's behalf, that execution of this Agreement is not in conflict with any law, article of association or any agreement to which that party is bound, and that it shall carry out its Obligations in accordance with applicable law.

11.3 **SAVE FOR CLAUSES 11.1 AND 11.2 THE CUSTOMER AGREES THAT THE SERVICES ARE PROVIDED ON AN 'AS IS' BASIS AND, TO THE EXTENT PERMITTED BY LAW, KEEPABL EXCLUDES ALL CONDITIONS OR WARRANTIES THAT MAY OTHERWISE BE IMPLIED BY LAW INTO THIS AGREEMENT INCLUDING WITHOUT LIMITATION WARRANTIES AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR PURPOSE.**

11.4 **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT: KEEPABL IS NOT A LAW FIRM AND THE SERVICES ARE NOT LEGAL SERVICES; COMPLIANCE WITH ANY LAW (INCLUDING THE UK OR EU GDPR) OR OBLIGATION DEPENDS ON THE CUSTOMER'S ACTIONS AND ACTIVITIES FOR**

WHICH THE CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE; SCORES, RATINGS AND SIMILAR INFORMATION IN THE SERVICES ARE PROVIDED AS INFORMATION ONLY, NOT REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR GUARANTEES OF COMPLIANCE, AND RELATE TO CERTAIN AREAS OF LAW ONLY; AND THAT KEEPABL DOES NOT AND CANNOT PROMISE, REPRESENT, UNDERTAKE, WARRANT OR GUARANTEE THAT THE CUSTOMER, THROUGH USE OF THE SERVICES, PROVISION OF SCORES, OR OTHERWISE, SHALL BE IN COMPLIANCE WITH THE UK OR EU GDPR OR OTHER LAW, REGULATION, CODE OF PRACTICE OR OTHER LEGAL OBLIGATION.

12 LIMITATION OF LIABILITY

12.1 Nothing in this Agreement shall operate to limit or exclude any liability that, under applicable law, cannot be limited or excluded.

12.2 SAVE FOR THE INDEMNITIES IN CLAUSE 13 AND ANY ACTION TO RECOVER UNPAID FEES EACH PARTY'S LIABILITY TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IS LIMITED TO THE TOTAL SUMS PAYABLE BY THE CUSTOMER UNDER THIS AGREEMENT IN THE ONE YEAR PRIOR TO NOTIFICATION OF ANY CLAIM BY ONE PARTY TO THE OTHER.

12.3 IN PERFORMING ITS OBLIGATIONS, KEEPABL MAY RELY ON AND SHALL HAVE NO LIABILITY TO THE CUSTOMER FOR RELYING ON ANY INFORMATION OR INSTRUCTION FROM THE CUSTOMER, ITS RESELLER, THE CUSTOMER'S ADMINSTRATOR(S) AND ANY PERSON KEEPABL REASONABLY BELIEVES IS AUTHORISED AS THE CUSTOMER'S ADMINSTRATOR.

12.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: TO THE EXTENT SUCH LOSS OR DAMAGE IS DUE TO THE ACT, OMISSION OR NEGLIGENCE OF, OR RELYING ON THE INSTRUCTIONS OF, THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS (INCLUDING THE CUSTOMER'S RESELLER); FOR ANY LOSS OF DATA, REVENUE OR PROFIT OR LOSS, WHETHER DIRECT OR INDIRECT LOSS; NOR FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12.5 SAVE FOR ENFORCING PAYMENT OF DUE BUT UNPAID INVOICES, EITHER PARTY MUST GIVE NOTICE OF ANY CLAIM UNDER THIS AGREEMENT TO THE OTHER PARTY WITHIN ONE (1) YEAR OF THE CLAIM ARISING.

13 INDEMNITIES

13.1 When the Customer has bought the Services from a Reseller, Keepabl gives no indemnity to the Customer. When the Customer has bought the Services from Keepabl, Keepabl shall indemnify the Customer and its Affiliates against any reasonable and direct costs (including reasonable lawyers' costs), damages and losses ('Loss') incurred by the Customer to the extent it arises out of or is connected to a claim by a third party that the Services infringe that third party's IP.

13.2 The Customer shall indemnify Keepabl and its Affiliates against any Loss that Keepabl may suffer due to any claim by a third party to the extent such Loss arises out of or is connected to any act or omission by the Customer, its officers, employees, agents and contractors (including the Customer's Reseller) other

than in accordance with the terms of this Agreement or contrary to any applicable law.

13.3 As conditions to the right to indemnification under this clause 13, any party claiming to be indemnified ('Indemnitee') must: at all times take all reasonable steps to mitigate any such liability; notify the indemnifying party ('Indemnitor') of any such claim promptly in writing; give the Indemnitor sole control of any defence; cooperate with the Indemnitor in the defence, at the Indemnitor's cost; not settle without the Indemnitor's prior written approval (which shall not be unreasonably withheld or delayed); and must at no time be in breach of any of its obligations under this Agreement. If such a claim to indemnification is made, the Indemnitor may, in its sole discretion: change the subject matter of the claim to avoid any potential infringement; obtain the rights for the Indemnitee to continue using the same; or terminate this Agreement. This clause 13 sets out the parties' sole remedy in relation to its subject matter. For the avoidance of doubt, clause 13.1 does not apply to alleged infringements or infringements caused by use of the Services in conjunction with equipment, software or services not supplied or approved by Keepabl, or anything created according to the Customer's instructions, for which the Customer shall indemnify Keepabl under this clause 13.

14 INSURANCE

14.1 Keepabl shall maintain: all legally required insurance and shall maintain the same for the duration of this Agreement; and professional indemnity insurance and shall maintain the same for six years after termination of this Agreement.

15 TERM & TERMINATION

15.1 The Term of this Agreement shall be either: (a) monthly, when it shall auto-renew for periods of one (1) month; (b) for a one (1), two (2) or three (3) year initial term, when it shall renew for one (1) year renewal terms, subject to either party providing the other party prior notice not to renew of at least seven (7) days for Agreements with a monthly term and sixty (60) days for longer terms.

15.2 Either party may terminate this Agreement immediately by notice: (a) due to a material breach of this Agreement by the other party which is incapable of remedy or, if capable of remedy (including non-payment of any invoice), has not been remedied within seven days of having been given notice to do so; (b) if Force Majeure has continued for a period of at least three months; and (c) if the other party has a receiver or administrative receiver appointed over it or any part of its assets, business or undertaking or passes a resolution for winding up (other than for a bona fide scheme of reconstruction or solvent amalgamation) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease carrying on its business, has a liquidator appointed, enters into liquidation, or suffers or undergoes an analogous proceeding under any foreign law.

15.3 The Customer agrees that Keepabl may terminate this Agreement if Keepabl: is notified by the Reseller that the Customer has not paid the Reseller fees related to the Customer's use of the Services; Keepabl has not received Fees from the Reseller; and that, where Keepabl is entitled to terminate this Agreement it may instead, in its sole discretion, suspend the Services for all or part of the period during which such right exists, without liability and without prejudice to (or waiving its rights to) terminate.

16 CONSEQUENCES OF TERMINATION

16.1 When the Customer has bought the Services under an agreement with a Reseller and the Reseller Agreement with that entity expires or terminates for any reason: (a) provided that Keepabl has received all Fees due to it for the Customer's use of the Services, Keepabl shall agree to provide the Services to the Customer under a new Order Form; and (b) in all other cases, Keepabl is under no obligation to provide the Services to the Customer beyond such date and Keepabl may terminate this Agreement on thirty (30) days' notice to the Customer.

16.2 On expiry or other termination of this Agreement: all due and un-invoiced Fees shall be invoiced and payable; save for any licence to a Document for which the invoice is fully-paid, all licences granted under this Agreement shall immediately terminate; the Customer shall immediately cease all use of the Services; each party shall immediately return or destroy all Confidential Information and any copies made of any or all of that Confidential Information by any person in any current or future medium; any rights and obligations to which the parties are entitled or subject prior to termination shall continue in force; clauses which by their nature should continue in force shall continue in force; and all other rights and obligations of the parties under this Agreement shall cease.

17 PARTIES' RELATIONSHIP

17.1 The parties are independent contractors and nothing in this Agreement, and no action taken by either party, shall constitute or be deemed to constitute a partnership, agency, joint venture or relationship of employment between the parties. Neither party shall or attempt to make any statement on behalf of or legally bind the other party nor hold itself out as being a partner, agent, employer or employee of the other party. Keepabl shall decide the method and manner of performing all work necessary for the provision of the Services and carrying out its Obligations. Neither party shall be liable for the other party's income tax or have any liability regarding the other party's employees including any salary or social security obligation.

18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior agreements, undertakings, representations, warranties and arrangements of any nature, relating to the same. Each party acknowledges that it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and agrees that it has no remedy in respect of any other such representation or warranty except in the case of fraud. For the avoidance of doubt, this is an agreement for services and the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Each party acknowledges that its legal advisers have explained to it the effect of this clause.

18.2 This Agreement may be executed in any number of counterparts, which shall together constitute one agreement, and may only be amended by the parties' execution of a Change Order. A copy of this Agreement that is executed by a party and transmitted electronically by that party to the other party shall be binding upon the signatory to the same extent as a copy containing the signatory's original signature.

19 DISPUTES & GOVERNING LAW

19.1 If your Agreement is with Keepabl LLC, this Agreement shall be governed by and construed in accordance with the law of the State of California, excluding its conflict of laws principles. If any dispute arises in connection with this Agreement, the parties agree to first enter into

mediation, in good faith, to settle the dispute in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. ('JAMS'). The mediation shall be in San Francisco, California, in English and, unless otherwise agreed between the parties within fourteen days of notice of the dispute, the mediator shall be nominated by JAMS.

19.2 If your Agreement is with Keepabl Ltd, this Agreement shall be governed by and construed in accordance with English law, excluding its conflict of laws principles. If any dispute arises in connection with this Agreement, the parties agree to first enter into mediation, in good faith, to settle the dispute in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. The mediation shall be in London, UK, in English and, unless otherwise agreed between the parties within fourteen days of notice of the dispute, the mediator shall be nominated by CEDR.

19.3 If the dispute is not settled within seven days of commencement of mediation under either clause 19.1 or 19.2, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ('Rules') by one arbitrator appointed in accordance with the Rules, such arbitration to be in English, and held in San Francisco, California if your Agreement is with Keepabl LLC or in London, UK if your Agreement is with Keepabl Ltd. The parties agree, pursuant to Article 30(2)(b) of the Rules, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

19.4 Nothing in this clause 19 shall prevent either party commencing or continuing court proceedings for the protection of their IP or Confidential Information.

20 ANTI-CORRUPTION

20.1 Each party shall comply with all applicable anti-corruption and anti-bribery laws, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, as amended. Neither party shall, directly or indirectly, provide anything of value to any person, including any public or government official (including an official, employee, representative of a public international organization, or official, member, or candidate for a political party) for the purpose of improperly or unlawfully influencing the recipient.

21 EXPORT

21.1 No Services shall be provided if their provision would be a breach of export or import laws of the UK, the USA or any other jurisdiction, and the Customer warrants that they shall not use Services in breach of any such law.

22 GOVERNMENT USE

22.1 Use by any government or public body shall be deemed normal commercial use subject to this Agreement, including its IP provisions. For the avoidance of doubt, use of the Services by the US Government or other US governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data – General" at 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 227.7202-3, or under other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or agency other than under normal commercial licensing terms and conditions.

23 MISCELLANEOUS

- 23.1 Any notice given under or in connection with this Agreement must be given in writing, in English, properly addressed and either: hand-delivered (deemed given when delivered); if domestic, sent by first class pre-paid post (deemed given seven Business Days after the date of posting); sent by courier or other signed-for and tracked service (deemed given when signed for by or on behalf of the recipient); or sent by email to that party's email address for notices (deemed given when sent, provided no message of non-delivery is received by the sender). Any notice received or deemed received outside Business Hours will be deemed received at the start of the next Business Day. Subject to notification of any change: the Customer's notice details are set out in the Order Form; Keepabl's notice details are legal@keepabl.com and the postal address set out in the Order Form, marked for the attention of the CEO.
- 23.2 Neither party shall be in breach of this Agreement or otherwise liable to the other party as a result of any delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure is caused by Force Majeure and the time for performance of the relevant obligation shall be extended accordingly. Nothing in this clause exempts the Customer from paying any invoice due to Force Majeure and interest shall continue to apply to unpaid amounts. The Customer recognises that Keepabl provides the Services and similar services to other Customers, and Keepabl shall be the proprietor of the general skills, knowledge and experience Keepabl may obtain from carrying out its Obligations.
- 23.3 No person who is not a party to this Agreement shall have any rights under any law (including the UK Contracts (Rights of Third Parties) Act 1999) to enforce any term of this Agreement and no consent is required from any third party to amend this Agreement. Keepabl may assign this Agreement or any of its rights under this Agreement on notice to the Customer. The Customer may not assign this Agreement or any of its rights under this Agreement without Keepabl's prior written consent. This Agreement shall be binding upon, and inure to the benefit of, the parties' successors, assigns, and personal representatives. No failure or delay by either party to exercise or enforce any right or benefit under this Agreement shall be deemed a waiver of such right or benefit, nor operate to prevent or limit the future exercise or enforcement of that right or benefit. If any court, governmental agency or authority of competent jurisdiction holds any term or condition of this Agreement invalid, void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable.