

TAA Cloud Services General Terms and Conditions ("General Terms")

Last updated on 22 November 2023

These General Terms form part of the legally binding Agreement between Customer ("you") and WK ("we", "us") and set out the binding general terms and conditions that apply to your access and use of the Services set forth in an Order between you and us. If you do not agree to these General Terms, you should not accept these General Terms (and/or any Agreement incorporating these General Terms) and you may not lawfully use any of the Services.

1. DEFINITIONS

In the Agreement, capitalized terms have the meaning set forth hereunder or as otherwise defined in any other Section.

- 1.1. **"Affiliate"** means with respect to a Party, any entity which, directly or indirectly, controls, is controlled by or is under common control with such Party, where control means the ability to direct the management and affairs of an entity through ownership of voting interest, contract rights or otherwise.
- 1.2. **"Agreement"** means the legally binding terms and conditions agreed between Customer and WK as constituted by all of the applicable parts listed in Section 3.1 of these General Terms. For the avoidance of doubt, each Order incorporating the applicable parts of an Agreement (as set forth in Section 3.1) is a separate and distinct agreement for Services.
- 1.3. **"Authorized User"** means an individual who is authorized by Customer to access or use the Service and who is covered by an appropriate subscription pursuant to an Order. An Authorized User must be a full-time or part-time employee, or a contract/temporary worker, working for Customer primarily out of Customer's office(s) (including remote users assigned to such office(s)) for the purpose of assisting Customer in its day-to-day business activities. An Authorized User does not acquire individual rights in the Services other than access to and use of such Service on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement.
- 1.4. **"Confidential Information"** has the meaning defined in Section 13.1 of these General Terms.
- 1.5. **"Customer"** **"you"**, or **"yours"** means the person or legal entity identified as a counterparty on any Order for the Services.
- 1.6. **"Customer Data"** means information, data and other content, in any form or medium, that is submitted, posted, received, downloaded, uploaded or otherwise transmitted by Customer or an Authorized User through the use of the Services, but does not include **"Usage Information"**.
- 1.7. **"Customer Support Terms"** means any terms and conditions relating to paid support provided by WK to Customer in relation to the Services, which may be incorporated in an Order by reference or by inclusion of a copy of such terms and conditions.
- 1.8. **"Data Protection Law"** means any binding law of a Territory for the protection of personal data, such as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") in the European Union, UK GDPR in the United Kingdom, and the California Consumer Privacy Act of 2018 Cal. Civil. Code 1798.100 et seq. ("**CCPA**") in the State of California.
- 1.9. **"Data Processing Addendum"** or **"DPA"** means an addendum to these General Terms (either appended to these General Terms or published online on the applicable Services' website) which sets out Customer's and WK's obligations with respect to the processing of Personal Data.
- 1.10. **"Effective Date"** means the date when Customer and WK execute an Order.
- 1.11. **Indexation Rate** is the official Consumer Prices Index or equivalent index for the Territory (as published by a recognized authority in the Territory) plus 5%
- 1.12. **"IP Rights"** are any and all rights in and with respect to inventions, patents, copyrights, database right, designs, know-how, trade secrets, moral rights, contract or licensing rights, confidential and/or proprietary information, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual property, in any case whether arising by registration or operation of law (and in the case of registered rights including all rights to apply and applications, extensions and renewals), wherever in the world arising, whenever arising and including all present

and (where capable of present ownership) future rights.

- 1.13. **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, file, script, agent or program which may have the following, non-exhaustive, negative effects: (i) prevent, impair or otherwise adversely affect the operation of the Services or any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access or the operation of the Services or any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect user experience.
- 1.14. **“Order”** means a purchase order, an order form or an online subscription, as the case may be, which shall incorporate these General Terms by reference or by inclusion of a copy of the General Terms. For the avoidance of doubt, the use of the aforementioned terms in this Agreement shall mean and refer to an “Order” as defined herein.
- 1.15. **“Personal Data”** means the personal information as defined and protected under the relevant Data Protection Law applicable in the Territory.
- 1.16. **“Professional Services Terms”** means any terms and conditions relating to professional services provided by WK to Customer in relation to the Services, which may be incorporated in an Order by reference or by inclusion of a copy of such terms and conditions.
- 1.17. **“Service Specific Terms”** means any additional legal terms applicable exclusively to a particular Service provided by WK, which may be incorporated in an Order by reference or by inclusion of a copy of such terms.
- 1.18. **“Services”** refers to the specific cloud-based software identified in an Order which is maintained and made available by WK. This software may be hosted on WK or third-party servers. Descriptions and any additional terms relating to each Service may be found in any applicable Service Specific Terms..
- 1.19. **“Term”** means an Initial Term or a Renewal Term, as defined in Section 4.2.
- 1.20. **“Territory”** is the relevant country where the Services are offered by WK to Customer,

as listed in Section 29.

- 1.21. **“Territory Schedule”** is a schedule that may be linked or attached to these General Terms that lists laws and legal terms that are specific and limited to each Territory and which take precedence over any conflicting terms in the Agreement.
- 1.22. **“Third-Party Software”** means any product, SaaS, software, cloud services, support services, consulting services or other services provided to Customer by a third party who is not WK or an Affiliate of WK, and irrespective of whether they are provided separately to the Services, or through an API or other integration of any kind.
- 1.23. **“Usage Information”** means data and information related to the use by Customer or an Authorized User of the Services, including statistical compilations, and performance information related to the provision and operation of the Services by the Customer or an Authorized User, but does not include Customer Data.
- 1.24. **“UK GDPR”** means the retained EU law version of GDPR, as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).
- 1.25. **“WK”, Wolters Kluwer “we”, “our” or “us”** each means and refers to the WK legal entity that is party to the Agreement in accordance with section 29.
- 1.26. **“WK Technology”** is the combination of hardware and software components owned, licensed, maintained and/or managed by WK, its Affiliates and/or its licensors, to which Customer is granted access and use as part of the Services.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context requires otherwise:
 - 2.1.1. words in the singular form include their plural form and vice versa;
 - 2.1.2. references to “Clauses” or “Sections” are references to clauses and sections of these General Terms unless otherwise specified;
 - 2.1.3. the headings to the Sections of this Agreement are for convenience only and are not to define, limit or describe the scope or intent of any terms and conditions of this Agreement;

2.1.4. The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

3. PARTS OF THE AGREEMENT

- 3.1. The Agreement is between Customer and WK (each a “Party” and together the “Parties”) and consists of, in descending order of priority:
- 3.1.1. These General Terms, including applicable terms in any Territory Schedule;
 - 3.1.2. the Order; and
 - 3.1.3. where applicable:
 - a. Data Processing Addendum;
 - b. Service Specific Terms;
 - c. Professional Services Terms;
 - d. Customer Support Terms; and
 - e. Statement of Work.
- 3.2. In the event of any inconsistency or conflict between different parts of the Agreement, the above order of precedence shall apply.

4. COMMENCEMENT, SCOPE AND TERM

- 4.1. **Subscription.** Unless an Order indicates otherwise, Services are provided on a subscription-based model as follows: this Agreement will become effective on the Effective Date and will remain in force for the period stated in the Order (the “Initial Term”), unless terminated earlier in accordance with the terms herein. The Initial Term shall automatically renew on a rolling basis for the same Services, Fees and period as the Initial Term (each a “Renewal Term”), subject to WK’s right to increase the Fees, and/or modify or discontinue the Services in accordance with this Agreement, until (i) either Party opt-outs of renewal before the next Renewal Term commences in accordance with Section 4.3 below, or (ii) an Order is terminated in accordance with clause 17 below. No rights and obligations of either Customer or WK are cumulative across, or extend to, more than one single Term; and expired Terms do not grant any rights or obligations in respect of successive Terms.
- 4.2. **Independent Agreements.** Each single Order is exclusively limited to the Services contained therein and constitutes a separate and independent Agreement between Customer and WK.
- 4.3. **Renewal Opt-out.** Each Party may opt-out of renewal by sending written notice to the other Party in accordance with section 26 (Notices) and within the time specified in the Order or in any Service Specific Terms.

Upon receipt of an opt-out renewal notice, the Agreement shall terminate upon the expiration of the then current Term.

5. USE OF SERVICES

- 5.1. Customer represents, warrants and undertakes that it: (a) is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to carry on its business; and (b) has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement will constitute valid, lawful, binding and enforceable obligations on it.
- 5.2. **Grant.** Subject to the terms and conditions hereof, and upon payment of the Fees, WK hereby grants Customer for the duration of the Term a non-exclusive, non-transferable right to use the Services solely for Customer’s internal business purposes (and not for redistribution, remarketing or timesharing). All rights not expressly granted to Customer herein are reserved by WK. The rights provided in this Section 5.2 are granted to Customer only, and shall not be considered, unless expressly agreed in writing in an Order, granted to any Affiliate of Customer.
- 5.3. **Authorized Users.** Access to and use of our Services are subject to the maximum number of Authorized Users specified in the Order and may be accessed by no more than such specified number of Authorized Users. Additional Authorized Users may be added by Customer and WK amending an existing Order or agreeing a new Order. Where the maximum number of Authorized Users allowed under the Order is not specified, there is no maximum limit. Customer is responsible for Authorized Users’ use of the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User’s breach of this Agreement.
- 5.4. **Purchase Not Contingent.** Customer agrees that any purchase is not conditional on the delivery of any future functionality or feature of any Services covered by the Order, or on the delivery of any additional services not covered by the Order.
- 5.5. **Discontinuance/Replacement of Service.** WK reserves the right, in its sole and absolute discretion, to discontinue or modify the Services or any component, feature, or content therein and related thereto, for any reason at any time. If the

Services are discontinued during the Term, then WK will, in its sole discretion, either: (i) provide Customer with a pro-rata refund of pre-paid but unused Fees for the discontinued Service and/or Additional Service, or (ii) provide Customer with access to a product or service having substantially similar functionality for the remainder of the Term.

5.6. Customer's Ability to Access and Use Services. Customer is solely responsible to ensure that it has the necessary technology (and Wolters Kluwer shall bear no responsibility or liability for the associated costs thereof) to access and use the Services, including but not limited to hardware, operating software, computer capacity, and a sufficiently fast and stable internet connection.

5.7. Customer's Usage Obligations. Customer covenants and agrees that its use of the Services will be in accordance with, and conditional on, the terms of this Agreement and all applicable laws, including trade secret, copyright, trademark, and export control laws. As a condition of Customer's right to access and use the Services, Customer shall ensure that each Authorized User is aware of and complies with the terms and conditions of this Agreement including (but not limited to) all of the obligations set out in this Section 5.7 and Section 5.8. In addition, Customer shall:

- 5.7.1. be solely responsible for the content, completeness, accuracy, quality, reliability, integrity and legality of all Customer Data, and for all results obtained from the Services;
- 5.7.2. take all necessary measures for the protection and integrity of its information technology systems from Malicious Code or hostile intrusions;
- 5.7.3. use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Customer shall notify WK promptly of any breach of its information technology systems by a Malicious Code or hostile intrusion, or of any unauthorized access or use of the Services through Customer's accounts; and
- 5.7.4. maintain separate copies and backups of all Customer Data utilized in connection with the Services.

5.8. Usage Restrictions. Without limiting the generality of clause 5.7, Customer shall not, nor shall it permit, suffer, allow or assist others, including its Authorized Users, to carry out any of the following activities, or attempt to do so:

- 5.8.1. provide use of the Services to anyone other than Authorized Users, or allow individuals or entities that are not Authorized Users to impersonate, or pretend to access the Services as, Authorized Users;
- 5.8.2. permit access to the Services through any other means, websites or interfaces other than those expressly approved by WK;
- 5.8.3. abuse free trials in anyway which goes beyond the scope of allowing Customer to try a Service, free of charge, for 30 days or other period expressly confirmed and authorized by WK for a free trial;
- 5.8.4. sell, resell, license, sublicense, rent or lease the Services without WK's express consent;
- 5.8.5. use the Services in breach of any law or regulation, including but not limited to, hosting, uploading, storing and/or transmitting data that is infringing, tortious, defamatory, obscene, in violation of third-party rights, or in violation of the protection of minors;
- 5.8.6. interfere with or disrupt the integrity or performance of the Services;
- 5.8.7. store, introduce or transmit Malicious Code or use the Services to do so;
- 5.8.8. modify, copy, translate, adapt, or otherwise create derivative works of or improvements to the Services,
- 5.8.9. merge or combine together the Services, or any part thereof, with any other product or service, unless expressly permitted by WK (a) as part of the Services or (b) through a separate written agreement with Customer;
- 5.8.10. use the Services, or any parts thereof, to develop Customer's or any third party's products or services;
- 5.8.11. reverse engineer, disassemble, decompile, or otherwise attempt to extract or derive any aspect or component of any part of the Services or WK Technology (or

otherwise reduce to human-readable form) without WK's prior written consent, except as permitted by law and where such permission cannot be excluded by agreement between the Parties;

5.8.12. disclose any performance information or analysis from any source, including internal Customer analysis, relating to the Services, unless otherwise agreed in writing by WK; or

5.8.13. perform or disclose vulnerability scanning, network reconnaissance, port and service identification or penetration testing of the Services.

5.9. Co-operation. Customer shall cooperate in good faith and in a timely manner with WK in the performance of the Agreement. Customer agrees to provide all reasonable information, access, authorizations, computing resources, and other support as necessary for us to fulfil our obligations under the Agreement. If, and to the extent that, any failure or delay by WK to perform any Services is caused by a failure by Customer to cooperate in accordance with this Section or to perform another Customer obligation under this Agreement, WK will not be liable for such failure or delay.

5.10. Trial version and Beta features. From time to time, WK may, at its sole discretion and for a limited period of time, include new functionality and/or updates or beta features ("**Beta Features**") in the Services for Customer's trial use (fees may apply). Customer agrees:

5.10.1. that WK gives no condition, warranty or other term whatsoever, either express or implied including, without limitation, any condition, warranty or other term as to the condition of any code, or as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or use of reasonable care and skill in relation to the Beta Features.

5.10.2. that WK shall be considered the author of the Beta Features for purposes of copyright and shall own all the IP Rights in and to the Beta Features, and, as between the Customer and WK, only WK shall have the right to obtain a copyright or patent registration on the same

and, Customer retains no right to use the Beta Features and agrees not to challenge the validity of WK's ownership of the Beta Features.

5.10.3. that the Beta Features are provided on an "as is" , "as available" basis and Customer accepts full risk and responsibility if placing any reliance on the results, conclusions or out-put of any Beta Features or tests conducted with the Beta Features;

5.10.4. that Customer's use of the Beta Features is voluntary and WK is not obligated to provide any Beta Features.

5.10.5. the Beta Features may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device and Customer accepts that all use of the Beta Features is at its sole risk.

5.10.6. WK's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Customer's subscription for the Beta Features shall be limited to 1 (one) GBP.

5.10.7. that WK might require Customer to sign additional terms regarding Beta Features, as the case may be.

5.10.8. to observe and abide by any limitation that WK will advise in relation to any tests due to be carried out on/with the Beta Features.

5.10.9. to provide feedback to WK upon subscribing to such Beta Features, and in so doing the Customer waives any and all claims that it may now or hereafter have in any jurisdiction to so called 'moral rights' with respect to the Beta Features.

5.10.10. that once the Beta Features have been used, Customer may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible and/or offered by WK, Customer may not be able to return or restore any Customer Data created by Customer within the Beta Feature back to the

earlier non-beta version.

5.11. Trial Period. If WK decides to offer and Customer subscribes for a time limited trial use of the Services (fees may apply) ("**Trial Period**"), Customer must decide to purchase a full license to the Services, at the current rate, within the Trial Period in order to retain any Customer Data that it has entered through the Services, during the Trial Period. If Customer does not purchase a full license to the Services by the end of the Trial Period, and the Trial Period comes to an end by the passing of time, the Customer irrevocably agrees that WK may automatically dispose of any Customer Data added or used through the Services during the Trial Period and Customer will no longer be able to retrieve such Customer Data from the Services.

6. SERVICE AVAILABILITY

- 6.1.** WK shall use commercially reasonable efforts to make the Services available to Customer 24 hours a day, 7 days a week, in accordance with the terms of this Agreement ("Service Availability"). Without the consent of Customer, WK may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features etc.), including to reflect changes in technology, industry practices and/or patterns of systems use, provided that these changes or updates will not result in a material reduction of functions and functionalities or in the level of performance, security or availability of the applicable Services.
- 6.2.** Service Availability is limited to production environments only and excludes periods of unavailability of the Services due to:
- 6.2.1. Authorized Downtime (as defined in section 6.3);
 - 6.2.2. Emergency Maintenance; and
 - 6.2.3. other downtime or unavailability periods as set forth in the Agreement (including where the Services are suspended in accordance with the Agreement).
- 6.3.** "Authorized Downtime" means the time during which the Services are interrupted due to WK (a) performing standard maintenance of the Services (e.g. corrective maintenance, implementation of new versions etc.), (b) performing software and hardware infrastructure maintenance and upgrades, and WK shall endeavor to provide Customer with advance notice of any such maintenance.

6.4. "Emergency Maintenance" means the time during which the Services are interrupted for exceptional maintenance services, including but not limited to, maintenance implemented to anticipate, limit or correct a major problem (e.g. a virus or cyberattack).

6.5. In providing the Services, WK will allocate such amount of system resources as is appropriate in WK's reasonable opinion for a service of the size and nature as that provided to Customer. If Customer's use of the Services places excessive demands on the system resources compared to those typically experienced by WK for similar customers, for example due to an unusually large volume of data uploaded or otherwise utilized by the Customer with the Services, WK may undertake any of the following actions at its sole discretion and irrespective of any other clause in this Agreement to the contrary:

- 6.5.1. reduce the general service availability in clause 6.1;
- 6.5.2. suspend the Customer's use of the Services that create excessive demands on system resources;
- 6.5.3. request additional Fees in order to allow you to continue using the Services at a greater demand on our system resources.

7. THIRD-PARTY SOFTWARE

- 7.1.** The Services may operate in combination with certain Third-Party Software. Any terms and technical specifications relating to Third-Party Software are provided for convenience only. WK makes no representation, and gives no warranty or commitment, and shall have no liability or obligation whatsoever, in relation to any such Third-Party Software; and Customer's use of Third-Party Software shall be entirely at its own risk. Where Customer chooses to use the Services in combination with Third-Party Software, Customer acknowledges and agrees that WK may need to share Customer Data with the Third-Party Software or receive data and information on behalf of Customer from the Third-Party Software.
- 7.2.** WK and Customer acknowledge and agree that Customer's use of Third-Party Software in accordance with the terms of this Agreement shall not constitute a breach of this Agreement, provided that any recourse (by Customer) in respect of the Third-Party Software shall be exclusively against the provider of such

Third-Party Software. Customer shall indemnify, defend and hold WK harmless against any claim brought against WK as a result of Customer's use of Third-Party Software.

8. IP RIGHTS

8.1. Customer acknowledges and agrees that any and all IP Rights in, or in relation to, the Services, WK Technology, and without limitation, any translations, adaptations, deliverables, training materials, developments, improvements, enhancements, updates, versions, modifications, revisions, configurations and customizations, WK methods and know-how, whether or not developed by or for Customer, are and shall remain exclusively vested in, and be the sole and exclusive property of, WK, its Affiliates and/or licensors as applicable. No provision contained in this Agreement is intended to, or shall be deemed or construed to, transfer any such rights to Customer or any third party. All rights not expressly granted by WK to Customer are reserved to WK. Customer shall have no right, title or interest therein or thereto, other than the limited right to use as expressly set forth in this Agreement. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, WK does not and shall not be deemed to transfer to Customer any IP Rights therein, whether as a "work-for-hire" or otherwise, other than the right to use the same in accordance with this Agreement. To the extent that, contrary to this Section, Customer obtains any IP Rights in any of the foregoing, Customer hereby assigns to WK all rights, title and interests in and to any and all such materials, effective upon their creation or communication, whichever the earlier. In furtherance of the aims of the preceding sentence, Customer will execute and deliver to WK such further assignments and take such further actions as WK may reasonably request to effect or evidence the assignment to and vesting in WK of all such rights.

8.2. Customer will not access or use the Services to create a product, service or database that competes with WK or any of its products or services.

9. CUSTOMER AND USAGE DATA

9.1. As between WK and Customer, WK

acknowledges that Customer retains ownership of Customer Data. Customer shall be responsible for the content, completeness, accuracy, quality and reliability of all Customer Data, and for all results obtained from the Services.

9.2. WK will ensure that Customer Data and Usage Information are processed only in accordance with applicable Data Protection Law. If any Customer Data subject to this Agreement falls within the scope of a Data Protection Law, clause 10 of this Agreement will become immediately applicable between the Parties.

9.3. Customer grants WK the nonexclusive right, on a royalty-free basis, to possess, store, use, copy, analyze, distribute and process Customer Data and Usage Information as necessary or appropriate in compliance with applicable Data Protection Law for the following purposes: account administration, research, statistical analysis, benchmarking, customer profiling and analysis, fraud and crime prevention and detection, billing and order fulfilment, credit checking, provision and improvement one or more WK products or services, including creating new features, functionalities and/or automations for such WK products and/or services. Customer acknowledges and agrees that the preceding use of Customer Data and/or Usage Information shall not constitute a disclosure of Customer's Confidential Information and that WK may share Customer Data and/or Usage Information with any Affiliate for the foregoing purposes. Any such new features, functionalities and automations for any WK products and/or services, including all underlying engines and algorithms therein or related thereto, shall remain at all times the property of WK and its licensors and Customer shall have no right, title or interest therein.

10. DATA PRIVACY

10.1. To the extent that WK processes any Personal Data, including as part of clause 9 above, the Parties record their intention that Customer, and any of Customer's clients to which Customer makes available the Services in accordance with this Agreement, shall be the Controller(s) and WK shall be the Processor in respect of the applicable data, and in any such case:

10.1.1. Customer warrants that it is entitled to transfer the Personal

Data to us so that we may lawfully use, process and transfer this data in accordance with the Agreement;

- 10.1.2. Customer acknowledges and agrees that the Personal Data may be transferred or stored outside of the country to where Customer and/or Customer's clients are located in order for WK to carry out any lawful use under the Agreement;
- 10.1.3. As may be required under Data Protection Law, Customer shall ensure that its clients and any other relevant third parties have been informed of, and have given their consent to, the Personal Data uses, processing and transfers under this Agreement;
- 10.1.4. Each Party agrees to be bound by and comply with any DPA that is part of this Agreement; and
- 10.1.5. WK shall process Personal Data only in accordance with the terms of this Agreement, the DPA (where applicable), the applicable Data Protection Law and any privacy notice or privacy policy provided or published by WK in relation to the Services.

11. DATA SECURITY

- 11.1. WK will implement, maintain and enforce commercially reasonable information security measures and policies that are appropriate given the circumstances and designed to safeguard the confidentiality, integrity and security of Customer Data.
- 11.2. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT WK DOES NOT AND CANNOT GUARANTEE THAT THE SERVICES, WK'S TECHNOLOGY AND SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY WK'S BREACH OF THIS SECTION, AND TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW OF THE TERRITORY: (I) WK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS AND (II) ANY SUCH UNAUTHORIZED ACCESS SHALL NOT CONSTITUTE A BREACH BY WK OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

12. FEES, PAYMENTS AND TAXES

- 12.1. **Fees.** Fees for the Services and any other additional fees applicable such as for hosting, professional services and/or support are as set forth in an Order (collectively, the "Fees"). Except as otherwise specified in an Order, Fees are: (i) based on Services purchased and not on actual usage, and (ii) non-refundable, including if during the Term Customer grants access to fewer Authorized Users than the maximum limit permissible under the Order, or does not fully utilize the Services for any period of time. Customer acknowledges and agrees that WK may increase the Fees on an annual basis by the Indexation Rate and apply such increases automatically without further notice to Customer. Any additional increases to our Fees will be communicated to Customer as required by law.
- 12.2. **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example value-added, sales, use, excise, consumption or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes related to its purchase of the Services, excluding taxes assessable against WK based on WK's net income.
- 12.3. **Payment.** Customer shall pay Fees and Taxes (i) in the applicable WK Invoice within 30 (thirty) days of the date of such invoice, or (ii) in accordance with any other terms of payment agreed upon in writing by the Parties when subscribing to a Service on a WK website ("Payment Due Date"). Unless otherwise agreed in writing between the Parties, all payments must be in full and cleared funds and without any deduction, offset and/or withholding except as required by law and Customer shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment in whole or in part. We may, without limiting our other rights or remedies, set off any amount owed to us by Customer against any amounts payable to Customer by us.
- 12.4. **Overdue Payment.** Customer acknowledges and agrees that if Customer fails to pay Fees and Taxes by the Payment Due Date, Customer will automatically be in default of payment without the need for WK to apply for or send to Customer any demand or notice of default, and Customer shall be obliged to pay late payment fees

calculated from the Payment Due Date at the Late Payment Interest Rate, and WK may suspend Customer's access to the Services until such amounts are paid in full by Customer. The "Late Payment Interest Rate" shall be calculated as the official interest rate at which the national central bank of the Territory lends money to domestic banks plus 4%. Customer acknowledges and agrees that the requirement to pay late payment fees in accordance with this section is neither a penalty nor punitive in nature. In addition, WK may suspend access to the Services until all amounts due are paid in full by Customer.

12.5. Cancellation of Services. Unless validly terminated in accordance with Section 17, Customer cannot cancel an Order before the end of its Term. Customer may opt-out of future renewals in accordance with the process provided in Section 4.3. If Customer fails to pay any outstanding amounts, including late payment fees, within 30 (thirty) days of the Payment Due Date, WK may immediately terminate this Agreement and Customer will remain liable for all Fees, including late payment fees. If, after termination pursuant to this Section 12.5, Customer pays all outstanding amounts and requests again access to any of our Services, we may require from Customer payment of a reactivation fee and/or payment in advance for the requested Services.

13. CONFIDENTIALITY

13.1. Definition. "Confidential Information" means any information of a Party (or their Affiliates, suppliers, licensors and/or customers) (the "Discloser") whether technical, business, financial, marketing, or other information of any kind or nature (including, without limitation, trade secrets, know-how, copyrights, patents, inventions, techniques, computer programs, software code (source and object code), custom modifications, algorithms, methods, logic, architecture and designs, business affairs or plans, customer lists, customer information, product pricing, pricing plans, product development plans, promotional and marketing information, test results), in any medium or format (including written, oral, visual or electronic) and disclosed, made available to or learned by the other Party or its employees, officers, Affiliates, suppliers, licensors, and/or customers

("Recipient") during the term of the Agreement, and is marked as "Confidential", or should reasonably be expected to be treated as confidential by the Recipient or is otherwise deemed as such by law. Notwithstanding the preceding, Confidential Information does not include any information that is, or becomes publicly available without breach of this Agreement, or which the Recipient (i) already lawfully possessed before disclosure free of any nondisclosure obligation owed to the Discloser, (ii) develops independently without any use of or reliance upon any Confidential Information of the Discloser, or (iii) lawfully receives from a third party who is not subject to an obligation of confidentiality or restrictions on disclosure. All Confidential Information shall remain the property of its Discloser or its Affiliates, suppliers, licensors or customers, as applicable.

13.2. Confidentiality Obligations. Recipient shall hold and keep all Confidential Information it receives from any Discloser in strict confidence and shall use the same care to protect such Confidential Information as it employs with its own Confidential Information (but in any event, no less than reasonable care). Recipient will use Confidential Information solely for the purposes of performing this Agreement and will not make available or disclose Confidential Information to any third party without Discloser's consent except:

13.2.1. to Recipient's Affiliates, employees, professional advisors, service providers, subcontractors or agents who have a professional need to know such information, provided that, prior to such disclosure, Recipient shall ensure that each such Affiliate, employee, professional advisor, service provider, subcontractor or agent is bound to restrictions on use and disclosure of Confidential Information that are no less stringent than those set forth in this Agreement;

13.2.2. if Recipient is required to disclose Confidential Information by law, by court order or by order of any governmental entity or administrative tribunal having jurisdiction over the Recipient provided that, to the extent legally permitted, Recipient must notify

Discloser of any such requirement prior to disclosure in order to afford Discloser the opportunity to seek a protective order to prevent or limit disclosure, and Recipient will reasonably cooperate with Discloser's efforts to obtain such protective order.

13.3. Survival of Confidentiality Obligations.

Upon any expiration or termination of this Agreement or otherwise promptly after Discloser's reasonable request, Recipient shall either return to Discloser or destroy and certify in writing to Discloser the destruction of any and all Confidential Information in Recipient's possession. The confidentiality obligations in this clause 13 shall survive expiration or termination of this Agreement, however arising, for the longer of: (i) a period of 5 (five) years, or (ii) the longest period permitted by law.

14. DISCLAIMERS

14.1. WK PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WK PRODUCT AND/OR SERVICES, AND WK DOES NOT WARRANT THAT THE PRODUCTS/SERVICES OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THEY WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE HOSTED APPLICATION AND WK WILL HAVE NO LIABILITY THEREFOR.

14.2. WK IS NOT AUTHORIZED TO PROVIDE TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT ADVICE. TO THE EXTENT WK PRODUCTS, SERVICES MAY SERVE AS A TOOL THAT MAY HELP CUSTOMER WITH ANY TAX, ACCOUNTING, LEGAL, COMPLIANCE OR INVESTMENT MATTERS, CUSTOMER IS SOLELY RESPONSIBLE TO DECIDE WHETHER ANY PRESENT OR FUTURE USE OF THE PRODUCTS, SERVICES WILL HELP ACHIEVE

SUCH PURPOSE AND ALL PRODUCTS AND SERVICES PROVIDED BY WK PURSUANT TO THIS AGREEMENT SHOULD NOT IN ANY CASE BE DEEMED OR UNDERSTOOD AS A RECOMMENDATION, ENDORSEMENT, GUARANTEE, WARRANTY OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. IN FURTHERANCE OF THE PRECEDING, CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND ACTIONS TAKEN OR OMITTED BASED ON THE WK PRODUCTS OR SERVICES AND ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

15. INDEMNITIES

15.1. Customer Indemnity. Customer shall indemnify, defend, and hold harmless at Customer's sole cost and expense, WK and its Affiliates from all actions, claims, damages, costs, expenses (including reasonable legal and experts' fees and costs) and losses whatsoever that WK or its Affiliates incur arising out of or in connection with Customer's use of the Products, Services, and/or WK Technology which is unauthorized, a misuse, outside of what expressly permitted in this Agreement or is in breach of any law.

15.2. WK Indemnity. Subject to the terms and conditions set forth in this Agreement, WK agrees to defend Customer against any unaffiliated third party claim brought against Customer, and to pay damages and reasonable costs finally assessed against Customer by a court of competent jurisdiction (or, at WK's option, that are included in a settlement of such claim or action), to the extent such claim arises from infringement by the Services of such third party's patents, registered trademarks or copyrights, in each case only to the extent registered in the Territory prior to the date of this Agreement; provided, that (i) WK is notified promptly in writing of the claim (and in any event within 7 days of the Customer becoming aware of the claim) and receives from the Customer a copy of all correspondence, notices or other actions relating to the claim; (ii) Customer has not made any admission or entered into a settlement or do any act which may compromise WK's position in relation to the claim; (iii) WK is provided with the authority, information and assistance as reasonably required by WK to have sole control of the defense and settlement of the claim; and (iii) Customer cooperates with all reasonable requests of WK (at WK's expense) in defending or

settling the claim.

- 15.3. **Exclusions.** Section 15.2 does not cover claims or actions based upon or arising out of: (i) any use of the Services in combination with other products, services or technology not provided to Customer by WK or with which our Services are not authorized or intended to be used; (ii) modification or alteration of the Services by any person other than WK or its authorized agent; (iii) any use of the Services in breach of this Agreement or in a manner not consistent with or contemplated by any software specifications for the relevant Service; (iv) use of a superseded or altered version of some or all of the Services if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of the Services that was provided to Customer; (v) failure by Customer to use a correction provided by WK if infringement would have been avoided or mitigated by the use of such a correction; or (vi) specifications, data, or instructions provided by Customer.
- 15.4. **Third Party IPR Claim.** If all or part of the Services, excluding Third Party Software, become, or in WK's sole opinion, are likely to become, the subject of a third party claim of infringement or violation of such third party's intellectual property right(s), WK may, at its sole discretion: (i) procure for Customer the right to continue using the affected Services; (ii) replace the same with non-infringing services of substantially equivalent functionality; or (iii) modify the affected Services so that they become non-infringing without materially reducing their functionality. If WK determines that none of the foregoing alternatives are feasible or are not commercially reasonable, WK may terminate Customer's right to use the affected Services and refund any Fees paid by Customer to access the Services for the period following the effective date of termination.
- 15.5. **Exclusive Remedy.** To the maximum extent permitted by law, the provisions of this Section 15 and of Section 16 below state the sole, exclusive and entire liability of WK and its Affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole, exclusive and entire remedy, with respect to any actual or claimed infringement or other violation of any third parties' rights.

16. LIABILITY

- 16.1. **Damages Exclusion.** NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT, NEITHER WK NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY BUSINESS INTERRUPTION, LOSS OF SALES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF DATA, OR FOR THE INABILITY TO USE THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE.
- 16.2. **Limitations of Liability.** THE TOTAL LIABILITY OF WK AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE SERVICES OR ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE THE TOTAL FEES PAID BY CUSTOMER TO WK FOR THE AFFECTED SERVICES AND FOR THE AFFECTED TERM ONLY IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 16.3. Nothing in this Agreement, including Section 16.2, is intended to operate to exclude or limit the liability of either Party that cannot be excluded under the laws of the Territory.
- 16.4. **Bargained for Exchange; Breadth of Claims and Disclaimers.** The allocations of liability in this Section 16 represent the agreed, bargained-for understanding of the Parties and WK's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND/OR DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

16.5. Limitations Period. To the extent permitted by law, any claim or cause of action arising under or otherwise relating to this Agreement or other subject matter hereof or thereof must be commenced within one (1) year from the date such claim or cause of action first arose.

17. TERMINATION

17.1. Immediate Termination. WK may terminate this Agreement immediately, upon written notice to Customer, if the Customer breaches its obligations under any of the following Sections of these General Terms: Section 5.2 (“Grant”), 5.7 (“Customer’s Usage Obligations”), 5.8 (“Usage Restrictions”), 8 (“IP Rights”), 13 (“Confidentiality”).

17.2. Termination for Cause by Either Party. Either party may terminate this Agreement in its entirety or in part if (i) the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days of written notice thereof (or 15 days in the event of Customer’s non-payment) from the non-breaching party, or (ii) a Termination Event occurs with respect to the other party. “**Termination Event**” means, with respect to any Party, under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a Party’s business or property, (B) a Party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement. If a Termination Event occurs with respect to Customer, Customer agrees to use its best efforts to obtain court authorization, if required, to pay any and all Fees due to WK and/or its Affiliates.

17.3. Effect of Termination. Upon expiration or termination of this Agreement (i) Customer shall cease all use of the Services and shall return to WK or destroy all Confidential Information provided by WK to Customer and certify to WK that it has done so, and (ii) all earned and unpaid Fees and expenses will become immediately due and payable to WK. Termination of this Agreement by WK pursuant to Section 17.2 will not require payment of a refund to Customer and will not affect: (a) Customer’s obligation to pay any Fees due, or (b) any remedies available to WK by law.

17.4. Suspension of Services. In addition to any termination rights available to WK under this Agreement, if Customer (i) breaches any of its obligations under Section 5 (“Use of Services”) or Section 11 (“Fees, Payment and Taxes”), (ii) causes a security risk to or an adverse impact on the Services or any third party or (iii) subjects WK to any liability, WK may suspend access to the Services until such breach(es) are cured.

18. SURVIVAL

18.1. Except as otherwise specifically provided in this Agreement, the following Sections of this Agreement will survive any termination or expiration hereof: 7 (“Third-Party Software”), 11 (“Fees, Payments and Taxes”), 13 (“Confidentiality”), 16 (“Liability”), 17.3 (“Effect of Termination”), 18 (“Survival”), 21 (“No Third-Party Beneficiary”), 22 (“Assignment”), 26 (“Notices”), 27 (“Entire Agreement”), 28 (“Severability”), 29 (“Territories and Legal Entities; Governing Law and Jurisdiction”), and any “Territory Schedule”.

19. FORCE MAJEURE

19.1. Force Majeure. Except for a Party’s obligation to pay Fees that are due, neither Party will be liable for any failure or delay in performing its respective obligation set forth under this Agreement for causes beyond that Party’s reasonable control and occurring without that Party’s fault, including but not limited to, acts of God, acts of government, natural disasters (such as flood, fire, storm, earthquakes etc.), large scale disease outbreaks such as epidemics or pandemics, civil unrest or war, acts of terror, labor strikes (other than those involving the party’s employees), imposition of sanctions or export restrictions, computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or internet service carriers or providers (a “Force Majeure Event”). The Party asserting nonperformance due to a Force Majeure Event will (a) use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations pursuant to

this Agreement. Subject to compliance with this Section 19.1, the dates and/or time periods by which a Party's performance obligations are required to be completed shall be extended for a period of time equal to the time lost due to the Force Majeure Event.

20. AMENDMENT

20.1. WK may update the General Terms, Service Specific Terms, Professional Services Terms, Customer Support Terms, Data Processing Addendum and applicable privacy notice or privacy policy at any time. Updated versions will be published on WK's websites for the applicable Service and any changes will immediately take effect upon such publication. Otherwise, this Agreement may not be modified or amended except by a writing signed by both Parties.

21. NO THIRD-PARTY BENEFICIARY

21.1. Except for WK's Affiliates, suppliers and licensors, no third party is intended to be nor will be a third-party beneficiary of any provision under this Agreement, and WK and Customer will be the only parties entitled to enforce the rights and terms set out in this Agreement.

22. ASSIGNMENT

22.1. Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without WK's prior written consent (to be granted, denied and/or conditioned in the sole judgement of WK). For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations and/or performance under this Agreement for which WK's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations, including its performance obligations under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. WK may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this

Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

23. INJUNCTIVE RELIEF

23.1. Each Party agrees that any actual or threatened breach by the other of its obligations under Sections 8 ("IP Rights") or Section 13 ("Confidentiality") of this Agreement may cause irreparable harm for which monetary damages are inadequate, and each Party agrees that the other Party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.

24. WAIVER

24.1. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

25. INDEPENDENT CONTRACTORS

25.1. The relationship between the parties is that of independent contractors. Nothing in the Agreement creates, or is intended to create, a partnership, franchise, joint venture or joint enterprise, agency, fiduciary or employment relationship of any kind between the Parties.

26. NOTICES

26.1. Notices All Notices under this Agreement must be in writing and be sent by (i) email, (ii) nationally recognized courier, or (iii) certified mail, postage prepaid, return receipt requested as follows:

26.1.1. Notices sent by WK to Customer must be sent to the address or email provided by Customer in the Order;

26.1.2. Notices sent by Customer to WK must be sent to the address or email provided by WK in an Order or, absent that, to the address and email for the relevant WK entity provided in Section 29 of these General Terms.

26.2. Notices sent by email during business hours (9.00 to 17.00 local Territory time) shall be deemed given and effective at the

time of successful transmission. Notices sent by email outside of business hours shall be deemed given and effective on the first business day after successful transmission. Notices sent by courier or mail shall be deemed given and effective on the earlier of (i) countersigned or confirmed acceptance by the other Party, or (ii) two business days after sending the Notice.

26.3. Notices sent by Customer to WK regarding any legal aspect of this Agreement shall be sent for the Attention of “Legal Department”.

27. ENTIRE AGREEMENT

27.1. This Agreement executed between the Parties constitutes the entire agreement between the Parties and supersede and extinguish all prior and contemporaneous agreements, understandings, representations, warranties, proposals and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement. Any oral or written statements, or other representations of any kind, made on behalf of WK that are not included in the contractual documents constituting the Agreement (as listed in Section 3), do not form part of the Agreement, are not enforceable and cannot be relied upon by either Party. Any request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by WK.

28. SEVERABILITY

28.1. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.

29. TERRITORIES AND LEGAL ENTITIES; GOVERNING LAW AND JURISDICTION

29.1. **Territories and WK Legal Entities.** The table below lists the relevant WK legal entity that enters into the Agreement with Customer in each of the countries where our Services

are offered; and the applicable governing law and jurisdiction for the Agreement.

Territory	WK Contracting Entity and Address	Governing Law	Jurisdiction Courts
United Kingdom	<p>Wolters Kluwer (UK) Ltd, a company registered in England and Wales with company registration number 00450650</p> <p>Physical Address for Notices: 145 London Road, Kingston upon Thames, Surrey, KT2 6SR</p> <p>Email for Legal Notices: data-administration@wolterskluwer.com</p>	Law of England and Wales	Courts of London

29.2. **Governing Law.** Any claims or disputes arising out of or related hereto, are governed by and shall be enforced in accordance with the relevant governing law set out in Section 29.1 above, including its statutes of limitations, without regard to any law or statutory provision which would require or permit the application of another jurisdiction’s substantive or procedural law.

29.3. **Jurisdiction.** Any action arising out of or relating to this Agreement will be brought exclusively in the courts of jurisdiction set out in 29.1 above, which will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) relating to this Agreement or its subject matter or formation.

SCHEDULE 2 –DPA

1. DEFINITIONS

1.1 For the purposes of this DPA:

"Controller" means you, the Customer, who determines as a natural or legal person alone or jointly with others the purposes and means of the Processing of Personal Data;

"Customer Account Data" means Personal Data that relates to Customer's relationship with WK, including the names and/or contact information of individuals authorized by Customer to discuss account information, billing and support information or of individuals that Customer has associated with obtaining the WK's Services;

"Data Subject" means an identifiable who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"International Organization" means an organization and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;

"Member State" means a country belonging to the European Union;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss alteration, unauthorized disclosure or, or access to, Personal Data transmitted, stored or otherwise Processed;

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

"Processor" means us, WK who Processes Personal Data on behalf of the Controller;

"Services Agreement" means the Agreement concluded between the Controller and the Processor setting out the terms and conditions for the provision of the Services;

"Special Categories of Data" means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership; genetic data, biometric data

Processed for the purpose of uniquely identifying a natural person; data concerning health or data concerning a natural person's sex life or sexual orientation;

"Sub-processor" means any data processor engaged by the Processor who agrees to receive from the Processor Personal Data exclusively intended for Processing activities to be carried out on behalf of the Controller in accordance with its instructions, the terms of this DPA and the terms of a written subcontract;

"Sub-processor List Website" means <https://www.wolterskluwer.com/en-gb/solutions/software-tax-accounting/terms-conditions>;

"Supervisory Authority" means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR and/or the UK Information Commissioner's Office ("ICO");

"Technical and Organizational Security Measures" means those measures aimed at protecting Personal Data against accidental destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing;

"Third Country" means a country where the European Commission or the ICO has not decided that the country, a territory or one or more specified sectors within that country, ensures an adequate level of protection;

"Wolters Kluwer group" means the Processor and its Affiliates engaged in the Processing of Personal Data.

2. DETAILS OF PROCESSING

2.1 The parties acknowledge and agree that with regard to the Processing of Customer Account Data, Customer is a controller or processor, as applicable, and WK is an independent controller, not a joint controller with Customer. Each party shall comply with its obligations under the applicable Data Protection Law.

2.2 The details of the Processing operation provided by the Processor to the Controller as a commissioned data processor (e.g., the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects) are specified in Annex 1 to this DPA. The Services Agreement and this DPA sets out Controller's complete instructions to Processor in relation to the Processing of the

Personal Data and any Processing required outside of the scope of these instructions will require prior written agreement between the parties.

3. RIGHTS & OBLIGATIONS OF CONTROLLER

3.1 The Controller:

3.1.1 remains the responsible data controller for the Processing of the Personal Data as instructed to the Processor based on the Services Agreement, this DPA and as otherwise instructed. The Controller has instructed and throughout the duration of the commissioned data processing will instruct the Processor to Process the Personal Data only on Controller's behalf and in accordance with the applicable Data Protection Law, the Services Agreement, this DPA and Controller's instructions. The Controller is entitled and obliged to instruct the Processor in connection with the Processing of the Personal Data, generally or in the individual case. Instructions may also relate to the correction, deletion, blocking of the Personal Data. Instructions shall generally be given in writing, unless the urgency or other specific circumstances require another (e.g., oral, electronic) form. Instructions in another form than in writing shall be confirmed by the Controller in writing without delay. To the extent that the implementation of an instruction results in costs for the Processor, the Processor will first inform the Controller about such costs. Only after the Controller's confirmation to bear such costs for the implementation of an instruction, the Processor is required to implement such instruction.

3.1.2 warrants that: (i) its processing of the Personal Data is based on legal grounds for processing as may be required by applicable Data Protection Law and it has obtained and shall maintain throughout the term of the Services Agreement all necessary rights, permissions, registrations and consents in accordance with and as required by applicable Data Protection Law with respect to Processor's processing of Personal Data under this DPA and the Services Agreement; (ii) it is entitled to and has all necessary rights, permissions and consents to transfer the Personal Data to Processor and otherwise permit Processor to process the Personal Data on its behalf, so that Processor may

lawfully use, process and transfer the Personal Data in order to carry out the Services and perform Processor's other rights and obligations under this DPA and the Services Agreement. Controller shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Controller acquired Personal Data; and (iii) it has assessed the Technical and Organizational Measures set out in Annex 4 of this DPA and has determined that these satisfy the requirements of Article 32 GDPR and/or UK GDPR in respect of Processor's processing of Personal Data.

4. OBLIGATIONS OF PROCESSOR

4.1 The Processor shall:

4.1.1 process the Personal Data only as instructed by the Controller and on the Controller's behalf; such instruction is provided in the Services Agreement, this DPA and otherwise in documented form as specified in Clause 3 above. Such obligation to follow the Controller's instruction also applies to the transfer of the Personal Data to a Third Country or an International Organization.

4.1.2 inform the Controller promptly if the Processor cannot comply with any instructions from the Controller for whatever reasons;

4.1.3 ensure that persons authorized by the Processor to Process the Personal Data on behalf of the Controller have committed themselves to confidentiality or are under an appropriate obligation of confidentiality and that such persons that have access to the Personal Data Process such Personal Data in compliance with the Controller's instructions.

4.1.4 implement the Technical and Organizational Security Measures which will meet the requirements of the applicable Data Protection Law as further specified in Annex 4 before Processing of the Personal Data and ensure to provide sufficient guarantees to the Controller on such Technical and Organizational Security Measures.

4.1.5 assist the Controller by appropriate Technical and Organizational Measures, insofar as this is feasible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subjects rights concerning information, access, rectification and erasure, restriction of processing,

notification, data portability, objection and automated decision-making. The Processor shall maintain the Technical and Organizational Measures set forth in Annex 4 of this DPA. To the extent such feasible Technical and Organizational Measures require changes or amendments to the Technical and Organizational Measures specified in Annex 4, the Processor will advise the Controller on the costs to implement such additional or amended Technical and Organizational Measures. Once the Controller has confirmed to bear such costs, the Processor will implement such additional or amended Technical and Organizational Measures to assist the Controller to respond to Data Subject's requests.

4.1.6 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and in Article 28 GDPR and/or UK GDPR and allow for and contribute to audits, including inspections conducted by the Controller or another auditor mandated by Controller. The Controller is aware that any in-person on-site audits may significantly disturb the Processor's business operations and may entail high expenditure in terms of cost and time. Hence, the Controller may only carry out an in-person on-site audit if the Controller reimburses the Processor for any costs and expenditures incurred by the Processor due to the business operation disturbance. Each requested audit shall meet the following requirements: (i) no more than one audit per calendar year shall be requested or conducted and upon no less than 90 days' notice to the Processor; (ii) shall be conducted by an internationally recognized independent auditing firm reasonably acceptable to Processor; (iii) take place during Processor's regular business hours, pursuant to a mutually agreed upon scope of audit; (iv) the duration of the audit must be reasonable and in any event shall not exceed two business days; (v) no access shall be given to the data of other customers; audits will not be permitted if they interfere with Processor's ability to provide the Services to any customers; (vi) audits shall be subject to any confidentiality or other contractual obligations of Processor or Wolters Kluwer's group

(including any confidentiality obligations to other customers, vendors or other third parties); (vii) any non-affiliated third parties participating in the audit shall execute a confidentiality agreement reasonably acceptable to Processor; (viii) all costs and expenses of any audit shall be borne by Controller; and (ix) any audit of a facility will be conducted as an escorted and structured walkthrough and shall be subject to Processor's security policies.

4.1.7 notify the Controller without undue delay: (i) about any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under the law to preserve the confidentiality of a law enforcement investigation; (ii) about any complaints and requests received directly from the Data Subjects (e.g., regarding access, rectification, erasure, restriction of processing, data portability, objection to processing of data, automated decision-making) without responding to that request, unless it has been otherwise authorized to do so; (iii) if the Processor is required pursuant to EU or Member State law or UK law to which the Processor is subject to process the Personal Data beyond the instructions from the Controller, before carrying out such processing beyond the instruction, unless that EU or Member State law or UK law prohibits such information on important grounds of public interest; such notification shall specify the legal requirement under such EU or Member State law or UK law; (iv) if, in the Processor's opinion, an instruction infringes the applicable Data Protection Law; upon providing such notification, the Processor shall not be obliged to follow the instruction, unless and until the Controller has confirmed or changed it; and (v) after the Processor becomes aware of a Personal Data Breach at the Processor. In case of such a Personal Data Breach, taking into account the nature of the processing and information available to the Processor, upon the Controller's written request, the Processor will use commercially reasonable efforts to assist the Controller with the Controller's obligation under applicable Data Protection Law to inform the affected Data Subjects and the Supervisory Authorities, as applicable, and to

- document the Personal Data Breach.
- 4.1.8 assist the Controller to the extent Controller does not otherwise have access to the relevant information, and to the extent such information is available to Processor, with any Data Protection Impact Assessment as required by Article 35 GDPR and/or UK GDPR that relates to the Services provided by the Processor to the Controller and the Personal Data processed by the Processor on behalf of the Controller.
- 4.1.9 deal with all enquiries from the Controller relating to its Processing of the Personal Data subject to the processing (e.g., to enable the Controller to respond to complaints or requests from Data Subjects in a timely manner) and abide by the advice of the Supervisory Authority with regard to the Processing of the Personal Data transferred.
- 4.1.10 that, to the extent that the Processor is required and requested to correct, erase and/or block Personal Data processed under this DPA, the Processor will do so without undue delay. If and to the extent that Personal Data cannot be erased due to statutory retention requirements, the Processor shall, in lieu of erasing the relevant Personal Data, be obliged to restrict the further Processing and/or use of Personal Data, or remove the associated identity from the Personal Data (hereinafter referred to as "blocking"). If the Processor is subject to such a blocking obligation, the Processor shall erase the relevant Personal Data before or on the last day of the calendar year during which the retention term ends.

5. SUB-PROCESSING

- 5.1 The Controller hereby authorizes the appointment and use of Sub-processor(s) engaged by the Processor for the provision of the Services. The Controller approves the Sub-processor(s) set out in Annex 5.
- 5.2 The Controller acknowledges and agrees that: (i) Wolters Kluwer group may be retained as Sub-processors; and (ii) the Processor and Wolters Kluwer group respectively may engage third-party Sub-processors (and permit each Sub-Processor appointed under this Clause 5 to appoint sub-processors) in connection with the provision of the Services.
- 5.3 In case the Processor intends to engage new or additional Sub-processors, the Controller hereby provides general written authorization for the Processor to do so,

provided that the Processor shall inform the Controller of any intended changes concerning the addition or replacement of any Sub-processor ("Sub-processor Notice") such notice to be provided by email to the Controller or at Sub-processor List Website. The Controller is responsible for visiting the Sub-processor List Website from time to time. If the Controller has a reasonable basis to object to the use of any such new or additional Sub-processor, the Controller shall notify the Processor promptly in writing within 14 days after receipt of the Sub-processor Notice. In the event the Controller objects to a new or additional Sub-processor, and that objection is not unreasonable, the Processor will use reasonable efforts to make available to the Controller a change in the Services or recommend a commercially reasonable change to the Controller's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new or additional Sub-processor without unreasonably burdening the Controller. If the Processor is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, the Controller may terminate (notwithstanding any contrary provision in the Services Agreement and without liability to the Controller) the affected part of the Services Agreement with respect only to those Services which cannot be provided by the Processor without the use of the objected-to new or additional Sub-processor, by providing written notice to the Processor.

- 5.4 The Processor and/or Wolters Kluwer group shall impose the same data protection obligations as set out in this DPA on any Sub-processor by contract. The contract between the Processor and the Sub-processor shall in particular provide sufficient guarantees to implement the Technical and Organizational Security Measures as specified in Annex 4, to the extent such Technical and Organizational Security Measures are relevant for the services provided by the Sub-processor. The Controller agrees that in respect of transfers of Personal Data under this DPA from the UK, EU, the European Economic Area ("EEA") and/or their Member States to Third Countries, to the extent such transfers are subject to the Applicable Data Protection Law, the Processor shall secure the transfer under the terms of: (i) where GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of

personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR ("**UK SCCs**"); and/or (iii) such other mechanism approved by the European Commission and/or the ICO and valid from time to time.

- 5.5 The Processor and/or Wolters Kluwer group shall choose the Sub-processor(s) diligently.
- 5.6 The Processor shall remain liable to the Controller for the performance of the Sub-processor's obligations, should the Sub-processor fail to fulfil its obligations. However, the Processor shall not be liable for damages and claims that ensue from the Controller's instructions to Sub-processors.
- 5.7 The provisions of this Clause 5 shall not apply to the extent Controller instructs the Processor to allow a third party to Process Controller's Personal Data pursuant to a contract that Controller has directly with the third party.

6. LIMITATION OF LIABILITY

- 6.1 The liability of the Processor and/or its Affiliates, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability shall be exclusively governed by, the liability provisions set forth in, or otherwise applicable to, the Services Agreement applicable to the Services. Therefore, and for the purpose of calculating liability caps and/or determining the application of other limitations on liability, any liability occurring under this DPA shall be deemed to occur under the Services Agreement and be subject to the 'Limitation of Liability' section of the Services Agreement.

7. DURATION & TERMINATION

- 7.1 The term of this DPA is identical with the term of the Services Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the Services Agreement.
- 7.2 The Processor shall by the later of: (i) 90 days after the end of the provision of Services involving the processing of Personal Data; (ii) termination of the Services Agreement; and (iii) expiration of the time period for which Personal Data is maintained pursuant to applicable disaster recovery practices for the Services, to the extent reasonably practicable, delete and procure the deletion of all copies of Personal Data processed by

the Processor unless UK, EU or Member State law requires the Processor to retain such Personal Data.

8. MISCELLANEOUS

- 8.1 The Processor may modify or supplement this DPA, with reasonable notice to Customer: (i) if required to do so by a Supervisory Authority or other government or regulatory entity; (ii) if necessary to comply with applicable law; (iii) to implement new or updated Model Clauses approved by the European Commission or the applicable Supervisory Authority; or (iv) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40, 42 and 43 GDPR (or UK GDPR).
- 8.2 In the event of inconsistencies between the provisions of this DPA and any other agreements between the parties concerning the Services, the provisions of this DPA shall prevail with regard to the parties' data protection obligations. In case of doubt as to whether clauses in such other agreements relate to the parties' data protection obligations, this DPA shall prevail.
- 8.3 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or – should this not be possible – (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. The foregoing shall also apply if this DPA contains any omission.
- 8.4 This DPA shall be governed by the law of England and Wales except to the extent that mandatory applicable Data Protection Law applies.

Annex 1 Personal Data, purposes and description of processing operation(s)

- o Categories of data:
- o Personal contact details such as name, title, marital status, addresses (past or current), telephone numbers, and personal & business email addresses
- o Licence details: personal contact details such as name, title, date of birth and address, and license number, version, country of issue and country of residence
- o Passport details: personal contact details such as name, title, date of birth and address, and passport number, version, country of issue and

country of residence, nationality, citizenship status, signature

- o Other Government identifiers: national id card details, social security number, national id number
 - o Biometric: facial recognition
 - o Financial details: bonus payments, bank statements, bank account information, credit history, compensation data
 - o Professional memberships
 - o User activity details (including dates and times of actions performed)
 - o Device details.
 - o Browser details, network interaction history, cooking information, website history
 - o Location details (GPS latitude/longitude)
 - o Electronic identification data including IP address
-
- o SMS provider, status (delivered/undelivered) & destination country
 - o Wolters Kluwer ID code
 - o Reference or background checks
 - o Role

Special categories of data

- o Trade union membership

- o Subject matter of processing/ description of processing operation(s): performance of Processor's obligations under the Services Agreement and/or Clause 4.1 of this DPA

Annex 2 Processor's Contact details

Data-administration@wolterskluwer.co.uk

Annex 3 Transfers outside the UK, EU/EEA

Please refer to Annex 5

Annex 4 Security measures

This Annex describes the Technical and Organizational Security Measures and procedures that the Processor shall, as a minimum, maintain to protect the security of personal data created, collected, received, or otherwise obtained.

General: Technical and organizational security measures can be considered as state of the art per the conclusion of the DPA. The Processor will evaluate technical and organizational security measures over time, considering costs for implementation, nature,

scope, context and purposes of processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons.

Detailed technical measures:	Processor's position:	Modularity/ Optionality
Pseudonymization of data	X	X
Encryption of data	✓	X
Ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services	✓	X
Ability to restore the availability and access to the Personal data in a timely manner in the event of a physical or technical incident	✓	X
Process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.	✓	X

✓= Yes; X = No; Certification available: N/A

Annex 5 Sub-processor(s):

Name	Services	Location
Microsoft Azure	Hosting platform CCH iFirm Certs: https://learn.microsoft.com/en-us/azure/compliance/	EEA & UK
AWS	Hosting of ID verification session Certs: https://aws.amazon.com/compliance/iso-certified/	EEA
BottomLine Technologies	Payment processor Certs: PCI –DSS & ISO 27001	EEA & UK
Wolters Kluwer group	Support capability augmentation and/or DevOps	EEA & UK; India (EU SCCs; UK SCCs)
Salesforce.com	Support case management	EEA & UK and/or US (EU SCCs; UK SCCs)
Wolters Kluwer group; Microsoft	Email/ correspondence ; business supporting services (e.g. as above) Virtual Machine environment for resolving support cases	EEA & UK; India (EU SCCs; UK SCCs) US (EU SCCs; UK SCCs)
AplyID Ltd	Service provider for advance biometric ID verification technology Cert: ISO27001	EEA & UK; New Zealand
Pendo.io Inc	Service provider for analytics	EEA & UK; US (EU SCCs ; UK SCCs)
Google LLC	Google tag manager	EEA & UK