END USER LICENSE AGREEMENT FOR HALONIQ SAAS

THIS IS A BINDING LEGAL AGREEMENT (THIS "**END USER LICENSE AGREEMENT**" OR "**EULA**") BETWEEN HALONIQ AND CUSTOMER FOR THE CUSTOMER'S ACCESS TO AND USE OF THE HALONIQ SAAS.

THE CUSTOMER ACKNOWLEDGES THAT ITS SUBSCRIPTION TO THE HALONIQ SAAS HAS BEEN PURCHASED THROUGH AN AUTHORISED RESELLER. THE COMMERCIAL TERMS RELATING TO THE PURCHASE OF THAT SUBSCRIPTION, INCLUDING PRICING, INVOICING AND PAYMENT, ARE GOVERNED BY THE SUBSCRIPTION AGREEMENT BETWEEN THE CUSTOMER AND ITS AUTHORISED RESELLER AND ARE NOT GOVERNED BY THIS EULA.

BY CLICKING ON THE "I AGREE" BUTTON ON THE CLICK-WRAP VERSION OF THIS EULA AND PROCEEDING WITH THE INSTALLATION AND/OR USING THE HALONIQ SAAS (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA EFFECTIVE FROM THE DATE OF HAVING DONE SO ("**EFFECTIVE DATE**"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST IMMEDIATELY UNINSTALL ANY HALONIQ PROVIDED SOFTWARE AND NOT USE THE HALONIQ SAAS.

The Customer acknowledges and agrees that the End User License Agreement (as updated from time to time) governs the Customer's use of the Haloniq SaaS. Except to the extent expressly agreed in writing by Haloniq, no terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document, including any Subscription Agreement, shall form part of this EULA.

This End User License Agreement and the Order(s) together form this EULA, the term of which commences upon the date Haloniq accepts the Order under this EULA, and will continue until terminated in accordance with the terms herein or there are no active Orders under it. To the extent that the Order form specifically amends the terms on which the SaaS services are offered, such amendments will form part of the EULA where approved by Haloniq in writing.

The Customer acknowledges that Haloniq may update this End User License Agreement from time to time, including for reasons set out in clause 20 below. Updates to this End User License Agreement are effective as of the date of posting, and Customer's continued use of the Haloniq SaaS after any such update signifies its agreement to be bound by the updated End User License Agreement.

1. **Definitions and Interpretations**

1.1 The following definitions apply in this End User License Agreement.

Affiliate: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time, provided that, in respect of Haloniq, the definition of Affiliate shall not include Brigade Holdings Limited.

API: application programming interface(s) for the Haloniq SaaS as may be made available by Haloniq.

API Documentation: has the meaning given in clause 8.2.

Approved Third Party Software: Software not provided by Haloniq (including application, operating system, database and other software), but which is (at each time when the Haloniq SaaS and API is used by the Customer) approved by Haloniq for being integrated with or used in conjunction or connection with the Haloniq SaaS via the API. (Software provided by Haloniq and intended by it to integrate with the Haloniq SaaS via the API is approved.)

Business Day: a day other than a Saturday, Sunday or local statutory or public holiday observed in the jurisdiction of Haloniq.

Business Hours: the period from 8:30 am to 5:30 pm on any Business Day.

Charges: the charges specified in the Subscription Agreement, if any.

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "Controls", "Controlled" and the expression "change of control" shall be construed accordingly.

Controller: as defined in the UK GDPR or EU GDPR, each as applicable.

Customer Data Obligations: the obligations in clauses 4.4 6.3(i) and 15.3 of this End User License Agreement, in addition to the other obligations of the Customer which are included in the definitions of the term 'Customer Data Obligations' (if any) in Haloniq's other terms and conditions that are incorporated into the Subscription Agreement.

Customer Data: the data received by the Haloniq SaaS which is sent by or for any person that the Customer suffers or permits to use the Haloniq SaaS (including any End User) for any purpose, and the data ingested into the Haloniq SaaS from any device, software or service that the Customer or any other person suffered or permitted by the Customer (including any End User) integrates, connects or otherwise links with the Haloniq SaaS.

Customer: means the legal entity or individual that has purchased a valid subscription to the Haloniq SaaS through an authorised Reseller and that accesses or uses the Haloniq SaaS in accordance with this EULA.

Customer's Equipment: any portable or other electronic devices used by the Customer to access the Haloniq SaaS.

Data Handling Particulars (or Data Processing Particulars): means the data processing particulars set out in Schedule 1 to this End User License Agreement.

Data Subject: as defined in UK GDPR or EU GDPR, each as applicable.

Deliverables: all documents and materials developed by Haloniq or its agents, subcontractors or their respective

personnel as part of or in relation to the Haloniq SaaS in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Developers: has the meaning given in clause 9.1.

Documentation: the document(s) made available to the Customer by Haloniq from time to time, which set(s) out any description(s) of the Haloniq SaaS and/or any user instructions for the use of the Haloniq SaaS, including, for the avoidance of doubt, the API Documentation.

End User License Agreement: These terms and conditions (as updated from time to time).

End User: any employee, contractor, and other staff of the Customer who is specified by the Customer to Haloniq in writing from time to time, any person authorised by the Customer to access and use the Haloniq SaaS on the Customer's behalf, or any other person validly authorised by Haloniq to use the Haloniq SaaS.

EU Data Act: Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).

EU GDPR: the General Data Protection Regulation (EU 2016/679).

Feedback: has the meaning given in clause 10.3.

Force Majeure Event: any event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under this EULA including an act of God, fire, flood, drought, storm, cyclone, tidal wave, lightning, earthquake or other natural disaster; war (declared or undeclared), insurrection, civil war, riot, civil disturbance or civil unrest, sabotage, blockage, vandalism, explosion, terrorist attack, military operations or imposition of sanctions; any acts or omissions (whether or not lawful) of any government or other appropriate body; interruption, breakdown, shortage or failure of machinery, equipment, supplies of power, fuel, water, transport, equipment or telecommunications service; market or other systemic failure; denial of service or malicious technological attack; interruption or failure of material(s) required for performance of this EULA, trade blockage, priorities, restrictions (including of production or distribution), quarantines, licensing controls, sanctions or embargo; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving Haloniq's or its suppliers' workforce.

Gross Negligence: any act or failure to act in breach of a duty of care that was intended to cause harm, or was in reckless disregard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act, but not including an act or failure to act that constituted merely a lack of due care.

Haloniq Software as a Service or **Haloniq SaaS:** means Haloniq's software-as-a-service platform known as Haloniq, including any associated web applications, mobile applications, dashboards, reports, analytics tools, APIs, Documentation, Deliverables, integrations, telematics data processing services, support services and related functionality made available by Haloniq to the Customer directly or via an authorised Reseller, as modified by Haloniq from time to time during the term of this EULA.

Haloniq: means Haloniq Limited (formerly known as Brigade Halo Limited), incorporated in England and Wales with company number 16506914 and registered office at Unit 2, Brigade House Station Road, South Darenth, Dartford, Kent, United Kingdom, DA4 9BD.

Haloniq's Provider: has the meaning given in clause 2.1

Handling: means to collect, create, use, disclose, Process (if applicable under the applicable Privacy Laws), access, store, handle and/or manipulate. "Handled", "Handles" and "Handle" shall be construed accordingly.

Integrations: has the meaning given in clause 9.1.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Liability: any and all liability howsoever arising including out of, or in connection with, a breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise. "Liable" and "Liabilities" shall be interpreted accordingly.

Order: an order for the Haloniq SaaS that is documented by an Order Form and has been accepted by Haloniq.

Order Form: any order form setting out the Haloniq SaaS selected by the Customer and accepted by Haloniq in accordance with this EULA.

Personal Information: refers to personal information or personal data, as applicable, each as defined under Privacy Laws.

Privacy Breach: means the loss of, unauthorized access to or unauthorized disclosure of Personal Information. Such activity is unauthorized if it occurs in contravention to Privacy Law.

Privacy Laws: means all applicable federal, state or provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information including, without limitation, the

Personal Information Protection and Electronic Documents Act, SC 2000, c 5, UK GDPR, EU GDPR, and the Data Protection Act 2018 (and regulations made thereunder) as amended, supplemented or replaced from time to time, as applicable.

Processing: as defined in UK GDPR or EU GDPR, each as applicable, and the related terms "Processed", "Processes" and "Process" shall be construed accordingly.

Processor: as defined in UK GDPR or EU GDPR, each as applicable.

Reseller: means a third-party reseller or Haloniq Affiliate authorised by Haloniq to resell access to the Haloniq SaaS to customers.

Subscription: means the subscription to the Haloniq SaaS purchased by the Customer from an authorised Reseller.

Subscription Agreement: means the agreement between the Customer and authorised Reseller under which the Customer purchases its subscription to the Haloniq SaaS.

UK GDPR: the General Data Protection Regulation (EU 2016/679) as incorporated into and amended by UK legislation.

Virus: any thing or device (including any software, code, file or computer program), including worms, trojan horses, viruses and other similar things or devices, which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of 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 adversely affect any user experience.

Vulnerability: any weakness in any service or software or hardware components that, when exploited, results or may result in any negative impact to confidentiality, integrity, operation or availability of the Haloniq SaaS or any data handled by them, and the term "Vulnerabilities" shall be construed accordingly.

1.2 Except where expressly stated to the contrary, the following rules of interpretation set out in this clause 1.2 apply in this EULA.

(a) Clause, schedule and paragraph headings shall not affect the interpretation of the terms and conditions set out therein.

(b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(c) A reference to legislation or a legislative provision shall include all regulations made from time to time under that legislation or legislative provision.

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

2. **Suppliers, sub-contractors and delegation**

2.1 The Customer agrees that Haloniq may at any time change the third party service provider from which Haloniq obtains, or to which Haloniq sub-contracts or otherwise delegates supply or performance of, or on which Haloniq relies on to supply or perform services pertaining to, the Haloniq SaaS or any part of it (or any replacement or similar such products and/or services) (each a "**Haloniq's Provider**"), and that from time to time the terms and conditions upon which any Haloniq's Provider supplies or performs for Haloniq may change.

3. **Infrastructure and Communications**

3.1 The Customer acknowledges and agrees that Haloniq uses and relies on third-party Haloniq's Providers (including providers of telecommunications, maintenance, technology development, electrical power, computing hardware, hosting, app marketplaces, apps, Software as a Service and computing services) to enable it to provide the Haloniq SaaS, and that such products and/or services and supply and performance by Haloniq's Providers shall not be uninterrupted and shall not operate free from error, fault or defect. In particular, in respect of telecommunication service, the Customer recognises that there may be areas and time periods in which such coverage is slower or unavailable and as such Haloniq is not liable for any failure, delay or error in delivery in the Haloniq SaaS nor for any consequential losses arising from such circumstances.

3.2 In the event that any supplies or services from any Haloniq's Provider(s) are unavailable or fail to perform in accordance with their specifications or without error, fault or defect at any time during the continuance of this EULA, Haloniq's responsibility to the Customer shall be limited to Haloniq exercising its rights (if any) under its contract with the relevant Haloniq's Provider by requesting that the Haloniq's Provider resume the availability of the relevant supplies or services or (as applicable) provide a workaround or fix to resolve to the failure to perform and so that the relevant supplies or services operate in accordance with their specifications.

4. **Haloniq SaaS**

4.1 The licence granted under this EULA is conditional upon the Customer maintaining a valid and current Subscription to the Haloniq SaaS obtained through an authorised Reseller. The Customer acknowledges and agrees that:

(a) This EULA governs the Customer's access to and use of the Haloniq SaaS only and does not govern the commercial

terms on which the Customer purchases its Subscription from an authorised Reseller;

(b) the Customer's rights to access and use the Haloniq SaaS under this EULA shall continue only for so long as the Customer maintains a valid Subscription to the Haloniq SaaS;

(c) if the Customer's Subscription expires, is terminated, suspended or otherwise ceases to be valid for any reason, Haloniq may suspend or terminate the Customer's access to the Haloniq SaaS and the licence granted under this EULA without further liability to the Customer; and

(d) reinstatement of access to the Haloniq SaaS following any suspension or termination under this clause shall be at Haloniq's discretion and subject to the Customer obtaining a valid Subscription to the Haloniq SaaS.

4.2 The provision of the Haloniq SaaS is subject at all times to: (i) the Customer having and procuring sufficient and appropriate connectivity services (including bandwidth, signal reception, data coverage, signal and service quality, and usage allowances) for the Customer and its End Users to use the Haloniq SaaS; and (ii) the adequacy of the Customer's Equipment. The Customer recognises that there may be areas and time periods in which the foregoing are (for example) slower or unavailable and as such Haloniq is not liable for any unavailability, failure, delay or error in delivery in the Haloniq SaaS or their operation nor for any consequential losses arising from such circumstances.

4.3 Haloniq will use reasonable endeavours to provide the Customer with customer support services during Business Hours in accordance with its standard support policies available [here]. Haloniq may charge for customer support services that are in excess of its standard support, as determined by Haloniq.

4.4 Subject to the default retention settings in the Haloniq SaaS, the Customer acknowledges and agrees that the Haloniq SaaS does not include any data storage services and does not include any back-up services (unless specified in the relevant Subscription Agreement) and, as the Haloniq SaaS operates using finite storage resources, any data or information (including Deliverables, Customer Data, any data generated by or through use of the Haloniq SaaS, and End User data) may be overwritten at any time without notice. Customer is responsible for making any and all back-ups of any data, including Customer Data, as required.

4.5 The Customer acknowledges and agrees that it shall be legally responsible for any use of any data (including Customer Data) by the Customer or any person that it permits to use the Haloniq SaaS (including End Users).

5. **Haloniq's Obligations**

5.1 Haloniq shall supply the Haloniq SaaS to the Customer in accordance with this EULA and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Haloniq SaaS contrary to Haloniq's instructions, or modification or alteration of the Haloniq SaaS by any party other than Haloniq or Haloniq's duly authorised contractors or agents. If the Haloniq SaaS does not conform with the foregoing undertaking, Haloniq will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1

5.3 Notwithstanding clauses 5.1 and 5.2, Haloniq:

(a) does not warrant that:

(i) the Customer's use of the Haloniq SaaS will be uninterrupted, error-free or available on a 24 hours a day, 365 days a year basis;

(ii) the Haloniq SaaS, the data or information obtained by the Customer through the Haloniq SaaS, or the usage, usability or performance of the Haloniq SaaS will remain unchanged or will meet the Customer's requirements;

(iii) the Haloniq SaaS will be free from Vulnerabilities or Viruses; or

(iv) Haloniq or any Haloniq's Provider shall capture, transmit, store, retain, back up or preserve any Deliverables, Customer Data or End User data or any other data or information processed by, intended to be processed by, or relating to any Haloniq SaaS (or part thereof) or person.

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (including Customer Data and any data generated by or through use of the Haloniq SaaS) over communications networks and facilities, including but without limitation, the internet, and the Customer acknowledges that the Haloniq SaaS may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.4 Migration of Haloniq SaaS: During the term of the Subscription, Haloniq may migrate Haloniq SaaS to an alternative service or technology or replace Haloniq equipment used in the provision of such Haloniq SaaS as long as the alternative service or technology or equipment provides substantially similar functionality as the Haloniq SaaS and there is no material decrease in the level of security or data processing obligations of Haloniq. Should this event occur, the definition of "Haloniq SaaS" will include the alternative service or technology for the purposes of this EULA. Haloniq shall not be responsible if any changes in the Haloniq SaaS affect the performance of material, equipment or software other than Haloniq equipment or cause such material, equipment or software to become obsolete or require modification or attention. Haloniq shall provide the Customer with at least 90 days notice of any material migration and the Customer shall co-operate with Haloniq to implement the migration.

6. **Customer's Obligations**

6.1 The Customer shall not use the Haloniq SaaS:

(a) to facilitate illegal activity; or

(b) in a manner that is unlawful, causes damage or injury to any person or property; or

(c) for any fraudulent, illegal or unauthorised use; or

(d) in a manner that damages or may damage the reputation of Haloniq or causes Haloniq to be Liable for any costs, losses, expenses, damages or suffer any Liability, and Haloniq reserves the right, without Liability or prejudice to its other rights to the Customer, to suspend, without notice, the supply of the Haloniq SaaS for any breach of this clause 6.1.

6.2 The Customer shall not:

(a) sublicense, sell, resell, distribute, assign, rent, lease, provide access to, operate on behalf of, or otherwise make the Haloniq SaaS available to any third party;

(b) copy, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive, discover or access the source code, underlying ideas, algorithms, architecture, data models, APIs, protocols, methods of operation or trade secrets of the Haloniq SaaS;

(c) rely on the Haloniq SaaS as the sole source of information for compliance management, incident investigation, insurance assessments or any other operational decision-making process without independent verification; or

(d) remove, alter or obscure any proprietary notices, copyright notices, trademarks, branding or other intellectual property rights notices contained in or displayed through the Haloniq SaaS.

6.3 The Customer shall:

(a) ensure that each item of the Customer's Equipment is at all times in good working order and suitable for the purposes for which it is used in relation to the Haloniq SaaS, and is installed before the date on which the Haloniq SaaS are to start, and is at all times maintained and configured in accordance with needs of the relevant Haloniq SaaS and Haloniq's requirements from time to time;

(b) provide Haloniq with:

(i) all necessary co-operation in relation to this EULA; and

(ii) all necessary access to such information as may be required by Haloniq;

in order to provide the Haloniq SaaS;

(c) ensure that each End User shall not send or allow any malicious code or Virus access which could harm the Haloniq SaaS, any Haloniq software or systems or exploit or seek to exploit any Vulnerability. The Customer shall also adhere to any Haloniq fair usage policy which may apply from time to time;

(d) ensure that persons that the Customer permits to use the Haloniq SaaS (including End Users) use the Haloniq SaaS in accordance with the terms and conditions of this EULA and shall be responsible for any breach of the EULA by any such persons;

(e) obtain and maintain all necessary licences, consents and permissions and, without affecting its other obligations under this EULA, comply with all relevant laws and regulations as required, to enable Haloniq to provide the Haloniq SaaS, in all cases before the date on which the Haloniq SaaS is to start;

(f) ensure that any usage policy or other related guidance or instructions from Haloniq are provided to all End Users;

(g) ensure that the Customer and/or any End User shall not submit excess requests to any API(s).

(h) carry out all other Customer responsibilities set out in this EULA in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Haloniq may adjust any agreed timetable or delivery schedule as reasonably necessary; and

(i) be solely responsible, at all times prior to the expiry or termination of the applicable Subscription Agreement for Haloniq SaaS, for exporting, storing and backing up all Deliverables, Customer Data, End User data and other data or information that is Handled by or using the Haloniq SaaS and that it wishes to access or keep.

7. **Data Protection**

7.1 This clause 7 applies in addition to, and does not relieve, remove or replace, a party's obligations or rights under Privacy Laws.

7.2 The Data Handling Particulars set out the scope, nature and purpose of such Handling by Haloniq and applicable sub-Processors, the duration of such Handling and the types of Personal Information and categories of persons. Customer acknowledges that for the purposes of the UK GDPR and the EU GDPR, each if applicable, Customer is the Controller and Haloniq is the Processor in respect of the in scope Personal Information set out in the Data Handling Particulars, solely in respect of the Haloniq SaaS. In relation to other Personal Information Haloniq is a Controller, and each of Haloniq's Provider is a Controller, as applicable, solely in respect of the Haloniq SaaS.

7.3 To the extent required by applicable law, the Customer acknowledges and consents to the Handling of its information and data (including Customer Data and Personal Information) by Haloniq in accordance with Haloniq's privacy notice, available at *www.haloniq.com/privacy-policy/*, as updated from time to time

7.4 The Customer is responsible for ensuring that the instructions and factual particulars in the Data Handling Particulars are complete, accurate and kept up to date. The Customer warrants,

as a continuing warranty that is repeated on each day throughout the continuance of the applicable Subscription, that the Data Handling Particulars (together with this clause 7) state the complete, accurate, up-to-date and final instructions of the Customer to Haloniq in relation to the Handling by Haloniq of Personal Information.

7.5 The Customer will ensure that it has obtained all necessary consents for the Handling of Personal Information and Customer data. The Customer will further ensure that it has all necessary and appropriate consents, legal bases, exceptions and notices in place including, but not limited to, privacy and CCTV notices provided to its employees and other relevant persons, to ensure that the transfer of the Personal Information to Haloniq and the Handling of it by or for Haloniq (and for greater certainty, Haloniq and Haloniq Providers, where Haloniq is a Reseller), for the duration of the Subscription and the purposes stated in the Data Handling Particulars, shall be lawful. The Customer agrees to comply with its obligations as a Controller under Privacy Law.

7.6 Haloniq shall, in relation to any Personal Information Handled in connection with the performance by Haloniq of its obligations under this EULA:

(a) ensure that it has in place appropriate technical and organisational measures to protect Personal Information;

(b) (to the extent that the Personal Information is only accessible to Haloniq and is not accessible to the Customer or any End User) assist the Customer, at the Customer's cost, in responding to any request from a person in exercise of their privacy rights under Privacy Laws;

(c) Subject to clause 7.4, Handle Personal Information only on the documented written instructions of the Customer which are set out in the Data Handling Particulars unless Haloniq is required by Privacy Laws to otherwise Process that Personal Information;

(d) if required by applicable Privacy Laws, not host the Haloniq SaaS outside of the UK, member states of the European Union, or any locations which are adequate for the purposes of the UK GDPR or the EU GDPR, each as applicable, (locations outside those jurisdictions being "**Third Countries**" and each being a "**Third Country**") and not knowingly transfer any Personal Information in contravention of the foregoing, but the Customer acknowledges and agrees that:(i) the use of the Haloniq SaaS by the Customer or any End Users may result in the Haloniq SaaS being used to transfer Personal Information, by way of export or download instigated by the Customer or any End User, to any Third Country; and (ii) the Customer shall be responsible for ensuring that appropriate safeguards for the purposes of the UK GDPR and EU GDPR, each as applicable, are in place in relation to Personal Information that is transferred to any Third Country, before such transfer takes place;

(e) (to the extent that compliance by the Customer is not possible without assistance from Haloniq) provide the Customer with the following reasonable assistance for the purpose of compliance with Privacy Laws:

(i) information about the cause of any Privacy Breach regarding the Haloniq SaaS, and the scope of Personal Information affected by such Privacy Breach;

(ii) provide single factor authentication using username and password for End Users to log in to the Haloniq SaaS;

(iii) the Haloniq SaaS presents an authenticated user with access to Personal Information within the Customer's account, not within the account(s) of other customers of Haloniq; and

(iv) encryption technology is used.

(v) notify the Customer without undue delay on becoming aware of a Privacy Breach affecting the Haloniq SaaS;

(vi) at the written direction of the Customer, delete Personal Information and copies thereof from the Haloniq SaaS upon expiry or termination of the Subscription unless required by applicable law to store the Personal Information (but the Customer acknowledges that Haloniq shall have no obligation to return such Personal Information because it shall be accessible to the Customer, and the Customer shall be solely responsible for discharging the Customer Data Obligations); and

(vii) maintain records and information to demonstrate its compliance with this clause 7 and (at the Customer's cost and expense) allow for audits by the Customer or the Customer's designated auditor on reasonable notice and conducted remotely during Haloniq's normal business hours without access to the premises, networks or devices used by Haloniq.

7.7 The Customer consents to Haloniq engaging any third party vendor, contractor or service provider ("**Subprocessor**") for the purpose of Handling Personal Information in connection with the Haloniq SaaS, and in particular the third parties specified in the Data Handling Particulars. The Customer hereby grants Haloniq general authorisation to change Haloniq's Subprocessors, as necessary. For clarity, Resellers may operate as Subprocessors for the purposes of performing the services under this EULA.

8. **API**

8.1 The API is functionality which is produced by software hosted and operated by Haloniq. The Customer shall not host or operate, or attempt to host or operate the software or any part of it.

8.2 The API requires the Customer to provide instructions to it in a prescribed order and formats, and to receive and interpret the responses given by the API in a prescribed order and formats. The Customer is responsible for developing software that provides the necessary instructions and receives and interprets

the responses, using and in accordance with written instructions provided by Haloniq ("**API Documentation**").

8.3 The Customer must (and must ensure that Developers likewise) ensure that all Integrations are secure.

9. **Intellectual Property and Access to the Haloniq SaaS**

9.1 The Customer acknowledges and agrees that Haloniq and/or its licensors own all Intellectual Property Rights in the Haloniq SaaS, Deliverables and the Documentation. Subject to the terms and conditions in this EULA, Haloniq grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to:

(a) access and use the Haloniq SaaS solely for Customer's internal business purposes during the term of the applicable Subscription, in accordance with the Documentation and this EULA;

(b) develop and maintain, each in accordance with the API Documentation and using the API, secure integrations directly between (i) the Approved Third Party Software as installed and operated by or for the Customer and (ii) the Haloniq SaaS ("**Integrations**");

(c) permit only those software developers (who must each be End Users) who must necessarily access the API Documentation in order to develop and maintain the Integrations, to the minimum extent necessary for them to do so, confidentially to consult the API Documentation, strictly and only for the purpose of them developing and maintaining the Integrations (such developers being "**Developers**"); and

(d) use the API, strictly and only via the Integrations, for the purposes of internal testing of the Integrations by the Customer or the Developers, and for the purposes of operating the Integrations for the internal business use of the Customer and no other person.

9.2 Except as expressly stated in this EULA, the Customer is granted no rights to, or in, and shall not enjoy the benefit or use of (or permit any other person so to enjoy) any Intellectual Property Rights or any other rights or licences in respect of the Haloniq SaaS, API, Deliverables or the Documentation.

9.3 Without prejudice to the generality of clause 9.1, the Customer shall own all rights, title and interest in and to all of the Customer Data. The Customer hereby grants to Haloniq the right to use such Customer Data and any data generated by or through use of the Haloniq SaaS to the extent necessary to provide or improve the Haloniq SaaS. For the avoidance of doubt, Haloniq may use anonymised data derived from Customer Data for product development, improvement and user experience purposes, and such right shall survive termination or expiration of this End User License Agreement.

9.4 Customer may, from time to time, provide suggestions, comments, ideas, or other feedback regarding the Haloniq SaaS (collectively, "**Feedback**"). Customer grants Haloniq a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up licence to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit any Feedback for any purpose without restriction or obligation to Customer.

10. **Charges and Payment**

10.1 In consideration of the provision of the Haloniq SaaS by Haloniq, the Customer shall pay the Charges. Where Customer has purchased access to the Haloniq SaaS through a Reseller, Customer shall pay the Charges to the applicable Reseller in accordance with the terms agreed between Customer and such Reseller in the relevant Subscription Agreement.

10.2 Subject to what is agreed to with a Reseller, Haloniq may elect to increase all or any of the Charges with effect from the anniversary of the Effective Date each year, and Haloniq shall give the Customer no less than thirty (30) days' prior notice in writing of the proposed changes.

10.3 Where Customer pays Haloniq directly, Customer shall pay each invoice submitted to it by Haloniq within 30 days of the date of the invoice.

10.4 Where applicable, and without prejudice to any other right or remedy that it may have, if the Customer fails to pay Haloniq any sum due under this EULA on the due date: (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, accrued at the highest rate allowed by law, until payment in full is made; and (b) Haloniq may suspend all or part of the Haloniq SaaS until payment has been made in full (including all accrued interest).

10.5 Haloniq may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Haloniq to the Customer.

10.6 All sums payable to Haloniq under this EULA are exclusive of applicable taxes. Customer shall pay the sums set out in the applicable Subscription Agreement, plus any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, and similar taxes levied or assessed by any local and/or governmental authority (collectively, "**Taxes**").

10.7 The Customer is responsible for paying all Taxes associated with the Haloniq SaaS, unless the Customer is entitled to an exemption or reduction from the payment of any Taxes, for which the Customer shall promptly provide Haloniq with legally sufficient documentation or certification for each tax jurisdiction for which it claims an exemption or reduction of Taxes.

10.8 All fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.9 All fees charged by the Customer's bank and/or payment service provider(s) for remitting funds in payment of any Charges shall be borne by the Customer.

11. **Indemnity**

11.1 The Customer shall defend, indemnify and hold harmless Haloniq against claims, actions, proceedings, losses, damages,

expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use in breach of the EULA, abuse or misuse of the Haloniq SaaS and/or Documentation, including claims sustained by or made against Haloniq arising out of or in connection in any way with the inability of the Customer, the End User, or any other person to use the Haloniq SaaS, or any failure or interruption to the Haloniq SaaS, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) Haloniq provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

12. **Limitation of liability**

12.1 The limitation of liability set out in this clause 12 applies to every liability, except for Customer's payment obligations, arising under or in connection with the EULA, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this EULA shall limit or exclude Haloniq's or the Customer's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees;

(b) Gross Negligence or willful misconduct, including fraud or fraudulent misrepresentation;

(c) indemnification obligations under this EULA; or

(d) any other liability which cannot be limited or excluded by applicable law.

12.3 Subject to clause 12.2:

(a) in no event, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, will either party be liable to the other under this EULA for: (i) any indirect, consequential, incidental, exemplary, punitive or special damages; or (ii) for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive or special, characterized as lost revenue, lost savings or lost profits; even if such party has been advised of the possibility of such damages in advance. Regardless of whether such losses are deemed to be direct or indirect damages, Haloniq shall not be liable to Customer for any damages relating to a loss of data, and Customer is responsible for the backup of its data; and

(b) Haloniq's total liability to the Customer arising under or in connection with the Haloniq SaaS provided under the applicable Subscription shall be limited to an amount no greater than six (6) months Charges under the applicable Subscription.

12.4 Except as expressly and specifically provided to the contrary in this EULA:

(a) the Customer assumes sole responsibility and risk for its use and the results obtained from the use of the Haloniq SaaS and the Documentation by the Customer or any person that the Customer suffers or permits to use Haloniq SaaS (including End Users), and for conclusions drawn from such use. Haloniq shall not have any liability for any damage caused by errors or omissions in any Documentation, information, instructions, etc., provided to Haloniq by the Customer in connection with the Haloniq SaaS, or any actions taken by Haloniq at the Customer's direction; and

(b) the Haloniq SaaS and any Deliverables and Documentation are provided to the Customer on an "as is" basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the EULA, including without limitation, any implied warranties of merchantability, non-infringement and fitness for a particular purpose. This disclaimer applies for the benefit of Haloniq.

12.5 The Customer acknowledges and agrees that Haloniq shall not be responsible nor have any Liability for any delay or failure to provide the Haloniq SaaS to the extent that it arises out of or is contributed to by:

(a) any failure of the infrastructure, software, computer systems or network systems used by the Customer and not provided by Haloniq; or

(b) any faults, failures, connections or defects from a third party supplier of Haloniq, including, without limitation, IT security breaches, data breaches, cyber-attacks (including ransomware and hack attacks), transmission of Viruses, data connectivity problems, service degradation and slow systems due to high usage; or

(c) the improper use or operation by or for the Customer of the Haloniq SaaS; or

(d) the use of the Haloniq SaaS by or for the Customer in breach of the EULA; or

(e) the fraudulent, illegal or unauthorised use of the Haloniq SaaS by or for the Customer; or

(f) failure or cessation of business of any of the Haloniq's Providers.

13. **Resellers; Recourse Against Haloniq**

13.1 Customer acknowledges and agrees that, where Customer purchases access to the Haloniq SaaS through an authorised Reseller (whether a third-party reseller or an Affiliate of Haloniq), all obligations and liability in respect of the Haloniq SaaS remain solely with Haloniq. Resellers have no primary liability or obligations under this EULA in respect of the Haloniq SaaS.

13.2 Customer's sole recourse and remedy in respect of the Haloniq SaaS, whether arising from breach of contract, negligence, strict liability, indemnity, warranty, or any other theory of liability, will be against Haloniq and not against any Reseller through which

Customer purchased access to the Haloniq SaaS. Customer agrees that it will not bring any claim, demand, action, or proceeding against any Reseller in connection with the Haloniq SaaS, and to the extent permitted by applicable law, Customer waives any right to do so.

13.3 The limitations of liability, disclaimers of warranty, exclusions of implied warranties, and indemnification provisions in this EULA that apply to Haloniq apply as between Customer and Haloniq only. Resellers are not entitled to rely on or enforce any such limitations, disclaimers, or exclusions in their own capacity in respect of claims arising out of or in connection with the Haloniq SaaS, except to the extent Haloniq has agreed otherwise with such Reseller in a separate written agreement.

13.4 For the avoidance of doubt, nothing in this Clause limits Customer's rights or remedies against a Reseller in respect of goods, services, or obligations that the Reseller provides or undertakes in its own name and on its own account (including, without limitation, hardware, connectivity services, or implementation services provided directly by the Reseller), which are governed by the separate terms agreed between Customer and such Reseller.

14. **Termination and Suspension**

14.1 Without affecting any other right or remedy available to it, either party may terminate the EULA with immediate effect by giving notice to the other party in accordance with this End User License Agreement if:

(a) The other party commits a material breach of any term or condition of this EULA and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in accordance with this End User License Agreement to do so; or

(b) the other party (i) enters bankruptcy or insolvency proceedings; (ii) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (iii) is unable to pay its debts as they become due.

14.2 Without affecting any other right or remedy available to it, Haloniq may in its sole discretion (i) suspend providing the Haloniq SaaS; or (ii) suspend or terminate the licence granted under this EULA, with immediate effect by giving notice to the Customer in accordance with this End User License Agreement if:

(a) the Customer or any person that the Customer permits to use the Haloniq SaaS (including any End User), breaches any term of this EULA, or in Haloniq's view the breach is incapable of remedy or (if such breach is in Haloniq's view remediable) the Customer fails to remedy the breach within fourteen (14) days of being notified in writing to do so;

(b) any Haloniq's Provider terminates or suspends any services relied upon by Haloniq for providing the Haloniq SaaS; or

(c) the Customer breaches clause 2727 of this End User License Agreement (Modern Slavery and Anti-Bribery & Corruption).

15. **Consequences of termination**

15.1 Termination of this EULA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

15.2 On termination of this EULA:

(a) the Customer shall immediately cease all use of the Haloniq SaaS and the Documentation and ensure that all persons that the Customer permits to use the Haloniq SaaS (including End Users) cease all such use; and

(b) Haloniq may destroy or otherwise dispose of any Customer Data (and any data generated by or through use of the Haloniq SaaS) hosted or stored as part of the Haloniq SaaS or otherwise in its possession.

15.3 Upon the expiry or termination of the Subscription, Haloniq shall have no responsibility to retain, and may permanently delete or destroy (or permit the permanent deletion or destruction of) any data or information (including Deliverables, Customer Data, any data generated by or through use of the Haloniq SaaS, and End User data) provided by the Customer or any person that the Customer permits to use the Haloniq SaaS (including any End User), or acquired or used by the Customer or any person that the Customer suffers or permits to use the Haloniq SaaS (including any End User), or processed by the Haloniq SaaS. It is the Customer's responsibility, at any time prior to each such expiry or termination, to export from the Haloniq SaaS and store separately, any Deliverables, Customer Data, End User data and other data or information it wishes to access or keep.

15.4 On termination of this EULA, the following clauses shall continue in force: clause 1.1 (Definitions and interpretation), clause 11 (Indemnity), clause 12 (Limitation of liability), clause 13 (Resellers; Recourse Against Haloniq), clause 15 (Consequences of termination), clause 16 (Confidentiality), clause 29 (Governing law), and clause 30 (Jurisdiction), and any other clause by its nature or import that is intended to survive, will survive.

16. **Confidentiality**

16.1 In connection with this EULA, "**Confidential Information**" means all information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), in whatsoever form or media, whether communicated visually, orally, electronically, in writing or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes, but is not limited to, any data or information that relates to either party or any of either party's existing or contemplated business activities, technology, developments, software, methods, trade secrets, and clients, where such data or information is not otherwise publicly available. For clarity, Confidential Information of Haloniq includes the terms of this EULA, pricing, any details relating to the Haloniq SaaS and/or API (including the Documentation) and any details relating to

Haloniq's and its Affiliates' contractors, sub-contractors and suppliers and their respective performance and compliance.

16.2 Notwithstanding the foregoing, Confidential Information is deemed not to include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no act or omission of the Receiving Party; (iii) is rightfully communicated to the Receiving Party by persons that, to the best of the Receiving Party's knowledge, are not bound by confidentiality obligations with respect thereto; (iv) is already in the Receiving Party's possession free of any confidentiality obligations with respect thereto; (v) is independently developed by the Receiving Party without use of any Confidential Information; or (vi) is approved for release or disclosure by the Disclosing Party in writing without restriction.

16.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers or advisers (and Haloniq may disclose the Customer's Confidential Information to its contractors, subcontractors or suppliers) who have a need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with this EULA. Each party shall ensure that its employees, officers, contractors, subcontractors, suppliers or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 1616, or are party to an agreement that requires them to comply with substantially the same obligations as those set out in this clause 1616. The Receiving Party may also disclose Confidential Information as may be required (but only to the minimum extent required) by applicable law, by a court of competent jurisdiction, by any governmental or regulatory authority; in each case subject to the Receiving Party informing the Disclosing Party in advance of any such disclosure.

16.4 Notwithstanding the foregoing or any other provision of this EULA, each party may retain electronic copies of the other party's Confidential Information that have been made in the normal course of business, which shall continue to be subject to the obligations of confidentiality set out in this clause 16.

16.5 The Customer shall be responsible for all acts and omissions of its employees and other staff and persons who receive or obtain Confidential Information from or via the Customer.

17. **Force majeure**

17.1 If Haloniq is prevented, hindered or delayed in or from performing any of its obligations under this EULA or otherwise making the Haloniq SaaS available to the Customer by a Force Majeure Event or the performance of Haloniq's obligations becomes materially more expensive as a result of a Force Majeure Event, Haloniq shall not be in breach of this EULA or otherwise liable for any failure or delay in the performance of such obligations.

17.2 Haloniq shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Customer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the EULA; and

(b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3 If performance by Haloniq of its obligations under this EULA is affected by a Force Majeure Event, Haloniq may, at its sole discretion, delay the performance of the Haloniq SaaS or cancel the whole or any part of this EULA or the Haloniq SaaS being provided thereunder, and Haloniq shall bear no liability to the Customer in respect of such early cancellation.

18. **Assignment and other dealings**

18.1 The Customer shall not assign, transfer, charge, subcontract, sub-licence, share use or benefit of, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this EULA.

18.2 Haloniq may at any time assign, transfer, mortgage, charge, subcontract, sub-licence, share use or benefit of, delegate, declare a trust over or deal in any other manner with any or all of its rights under this EULA

19. **Entire agreement**

19.1 This EULA (as varied from time to time) constitutes the entire agreement between the parties in relation to their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.

20. **Variation**

20.1 Except as otherwise permitted in this EULA, no variation of this EULA shall be effective unless it is in writing and executed by the parties (or their authorised representatives).

20.2 Notwithstanding clause 2020.1, Haloniq retains the general right to vary this EULA, by notice to the Customer from time to time, so long as such variation does not adversely affect the function of the Haloniq SaaS to the Customer. Except as permitted by this clause 2020.2, no variation of this EULA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. **Waiver**

21.1 A waiver of any right or remedy under this EULA (including any Subscription Agreement) or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.2 A failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall not constitute a waiver

of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this EULA or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.3 If Haloniq waives any right or remedy provided under this EULA or by law in relation to the Customer, or takes or fails to take any action against the Customer, that does not affect Haloniq's rights in relation to any other person.

22. **Rights and remedies**

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

23. **Severance**

23.1 If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

23.2 Any modification to or deletion of a provision or part-provision under this clause 23 shall not affect the validity and enforceability of the rest of this EULA.

24. **No partnership or agency**

24.1 Nothing in this EULA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. **Notices**

25.1 Any notice given to a party under or in connection with the EULA shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in this EULA.

25.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume, provided that (in any case) a copy of such email is also sent in accordance with clause 25.1(a).25.1(b) In this clause 25.2(c), business hours means from 8:30am to 5:30pm Monday to Friday on a day that is a Business Day.

25.3 Either party may at any time change its addresses for notifications by giving notice to the other party confirming the new address(es). Any such change shall take effect on and from the date of receipt by the other party of such notice.

26. **Third party rights**

26.1 Except as expressly provided in this EULA, this EULA does not give rise to any rights to any third party.

27. **Modern Slavery and Anti-Bribery & Corruption**

27.1 Each party hereby agrees that it shall comply with all applicable anti-slavery, anti-forced and child labour, and human trafficking laws, statutes, regulations from time to time in force. Each party hereby represents and warrants that it has not been convicted of any offence involving slavery, forced or child labour, and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with the same.

27.2 Each party agrees that it shall comply with all applicable anti-bribery and corruption laws, statutes, regulations from time to time in force. The Customer represents and warrants that:

(a) it is not nor has it at any time been engaged in any activity, practice or conduct which would constitute an offence under any anti-corruption laws;

(b) it has not been convicted of any offence involving bribery or corruption; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with bribery or corruption.

27.3 The Customer shall indemnify Haloniq against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Haloniq as a result of any breach of this clause 27 by the Customer.

28. **Further Assurances**

28.1 The parties agree to execute any and all such further documents and do such further acts and things as may be necessary or desirable to give full effect to this EULA.

29. **Governing law**

29.1 This EULA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods.

30. **Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with the EULA or its subject matter or formation. Each party hereby irrevocably waives, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim, whether in contract, tort (such as negligence), or otherwise, relating to this EULA.

31. **EU Data Act**

31.1 The provisions set out in this clause apply in the event that the EU Data Act is applicable. The terms used in this clause have the meaning assigned to them in Article 2 of the EU Data Act.

31.2 Haloniq shall make available, without undue delay and in a commonly used and machine-readable format, the data that Haloniq is required to provide under the EU Data Act, without prejudice to the limitations set out in this clause. The data shall be provided of the same quality as is available to Haloniq and in an easy, secure, and free-of-charge manner for the Customer. Haloniq is under no obligation to carry out implementation at the data recipients.

31.3 To the extent permitted by law, Haloniq may charge the Customer:

(a) switching charges (including data extraction costs), as well as reasonable compensation for making data available, or;

(b) costs for additional services relating to the data-sharing request, at Haloniq's usual rates.

31.4 Upon a data-sharing request, Haloniq shall provide at least the exportable data, in so far as this does not include (internal) data that entails a risk of infringing Haloniq's trade secrets or that is protected by intellectual property rights.

31.5 If the Customer submits a data-sharing request to Haloniq, the Customer shall specify therein:

(a) which data processing service its request relates to, and;

(b) whether the Customer wishes to switch to a new IT provider (stating the IT provider concerned), or whether the Customer wishes to transfer (or have transferred) the data to a local IT environment, or whether, upon termination, the Customer wishes to have the data erased by Haloniq.

31.6 If the Customer has not indicated within the notice period of 2 months how it wishes to carry out the data sharing request, Haloniq is entitled to treat the Customer's request as a request for erasure of the data and termination of the data processing service.

31.7 The transitional period shall commence no later than two months after issuance of the data-sharing request. The transitional period shall last no longer than 30 days. If it proved technically unfeasible for Haloniq to carry out the request within reasonable time, Haloniq may, within fourteen (14) working days after issuance of the Customer's request, notify the Customer of an alternative transitional period, which shall not exceed seven (7) months. The Customer is entitled to submit, on one occasion, a written and detailed request for a reasonable extension of the transitional period.

31.8 During the transitional period, Haloniq shall use reasonable efforts to:

(a) provide reasonable assistance with the switching process;

(b) exercise due care to maintain business continuity;

(c) provide clear information regarding known risks to the continuity of the provision of the services;

(d) provide support for the Customer's exit strategy in respect of the contracted services, including by supplying all relevant information.

31.9 Following the expiry of the transitional period applied by Haloniq, the Customer may retrieve its data during the retrieval period applied by Haloniq of thirty (30) calendar days after the expiry of the transitional period.

31.10 Following the expiry of the retrieval period applied by Haloniq and upon a successfully completed switch, Haloniq shall, in so far as possible, erase the Customer's exportable data and digital assets in such a manner that they can no longer be used or accessed, without prejudice to any statutory retention obligation applicable to Haloniq.

31.11 Where the Customer's data-sharing request is treated as a request for erasure of the data and termination of the data processing service pursuant to clause 31.6, or where the Customer otherwise exercises its switching rights under the EU Data Act prior to the expiry of the Subscription, such switching and/or termination shall not relieve the Customer of its obligation to pay the Charges for the remainder of the then-current Subscription, and no refund shall be due in respect of Charges already paid or payable for that Subscription, save as otherwise expressly agreed in writing between the parties.

Schedule 1 – Data Handling Particulars

Note: the Customer acknowledges and agrees that the Supplier is a Processor in relation to the Processing of Personal Information in and by the SaaS.

The particulars in this Schedule, below, specify the scope of Personal Information that the Supplier shall Process in its capacity as a Processor.

Categories of Data Subjects or data subjects	Customer Contacts Customer Users Customer Administrators Drivers Vehicle Users/occupants Authorised Platform Users Any other individuals whose data is uploaded or processed through the platform/Authorised Reseller
Types of Personal Information	Customer Contact Data - customer employees, representatives and commercial contacts User Account Data – identity and access management information for individual platform users. Driver Personal data, including driver identifiers and records Vehicle and Telematics Personal Data – Vehicle Identification (where linked to a driver/user) including vehicle registration number, VIN, fleet or asset identification number, device serial number or telematics unit identifier Vehicle and Telematics Personal Data – Location and Journey Data (where linked to driver/user) including GPS coordinates, vehicle location, journey start and end points, route history, date and time of journeys, geofence entry and exit events. Vehicle and Telematics Personal Data – Driving and Operational Data (where linked to a driver/user), including vehicle speed, driving and driver behaviour indicators, odometer readings Vehicle and Telematics Personal Data - Event, Alert and Notification Data (where linked to driver/user) including collision or impact events, panic or sos alerts, driver fatigue events (where enabled) etc. Media Personal Data – Video Recordings, including dashcam recordings, forward-facing camera footage, driver-facing camera footage (where enabled), rear-view camera recordings, side camera recordings, event-triggered video clips (e.g. collision, harsh braking or speeding events), continuous video recordings (where supported) Media Personal Data – Images including still images captured by vehicle cameras, event-triggered snapshots, images uploaded by drivers via the mobile app, vehicle inspection photographs, accident scene photographs, images attached to support requests Media Personal Data - Audio Recordings including audio recorded by in-vehicle cameras and voice notes uploaded via the mobile app. Customer Configuration Data – platform settings, alert rules, user permissions, geofences, reporting preferences and other customer-defined configurations. Audit and System Logs – security, operational and application logs supporting the platform.
Nature/ purpose of Processing	Customer Account Management: to administer end customer accounts and facilitate service delivery, including customer communications, support activities, service updates and operational management of the Haloniq SaaS platform. Data Hosting and Storage: secure hosting, storage, maintenance and availability of customer personal data to enable delivery of the Haloniq SaaS services SaaS Platform Customer Configuration: to enable Customers to configure, administer and customise the Haloniq SaaS platform, including user and access management, fleet and vehicle configuration, alert management, reporting, workflows, notifications, integrations and other customer-defined operational settings necessary for the provision of the Haloniq SaaS services.

	User Account Management: to manage the Haloniq SaaS platform users, including creating, modifying and deleting user accounts and permissions Driver management: to store driver information and process driver records uploaded to the Haloniq SaaS. Vehicle Management: to store vehicle information and processing vehicle records and assignments Telematics Data Collection and Processing: to provide fleet management and telematics services, including vehicle tracking, monitoring, reporting, alert management, driver behaviour analysis and operational insights/dashboards/reports in accordance with Customer instructions Media data collection and processing: to provide telematics and fleet management services, including safety monitoring, incident investigation, claims support, operational management and customer-configured monitoring activities Mobile Application Management: to provide, operate and support the mobile application, enabling authorised users to securely access and use the Haloniq SaaS platform, manage accounts, view and interact with telematics data, receive notifications, upload information and perform authorised functions in accordance with Customer instructions. Technical Support and Service Management: to provide 2nd tier technical support and service management activities, including troubleshooting, incident management, fault resolution, system maintenance, service monitoring and customer support in relation to the Haloniq SaaS. Audit and System Logs - Customer Service Operation: to enable secure operation, monitoring, maintenance and support of the Haloniq SaaS, including access management, troubleshooting, incident investigation and security monitoring

	Backup and Recovery: to ensure resilience by backing up customer data and restoring where applicable/necessary
Duration of Processing	For (i) the duration of the Subscription Agreement and/or EULA and/or (ii) as per Haloniq's retention policy.
Overseas transfers	As processor, Haloniq Ltd will host Personal Information in the hosting region selected by the Customer/Controller, namely the European Union, the United States or Canada. Customer's Personal Data will remain hosted within the selected region and will not be routinely transferred to another hosting location as part of the provision of the Haloniq SaaS services. For purposes of providing technical support and service management, authorised Haloniq personnel based in the United Kingdom [or the European Union] may remotely access Customers' Personal Data hosted within the selected region for the purposes of investigating, diagnosing and resolving technical issues. Such remote access may constitute an international transfer of Personal Data under applicable Privacy Laws. Where an international transfer occurs, Haloniq will ensure that it is carried out in accordance with the Controller's documented instructions and supported by an appropriate transfer mechanism where required under applicable Privacy Laws.
Processors or sub-Processors appointed by the Supplier and approved by the Customer	• any third party appointed by the Supplier to provide all or any part of the Haloniq SaaS and/or connectivity services; and • any third party appointed by the Supplier or the Supplier's provider to provide hosting and/or server infrastructure used by or for the Haloniq SaaS and/or connectivity services. • providers of third party software used by the Supplier or any of the Supplier's providers, so that such software providers can provide

	services in relation to the software that is used for the Haloniq SaaS and/or connectivity services, including in exercise of administrator roles and privileges.